

State of Idaho
Department of Water Resources
Permit to Appropriate Water

NO. 65-22922

Priority: December 02, 2004

Maximum Diversion Rate: 0.08 CFS

This is to certify, that STATE OF IDAHO
DEPT OF LANDS
954 W JEFFERSON
PO BOX 83720
BOISE ID 83720-0050

has applied for a permit to appropriate water from:

Source: GROUND WATER

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

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
DOMESTIC	01/01 to 12/31	0.08 CFS

LOCATION OF POINT OF DIVERSION:

GROUND WATER L4 (SE $\frac{1}{4}$ NE $\frac{1}{4}$) Sec. 3, Twp 18N, Rge 03E, B.M., VALLEY County

PLACE OF USE: DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
18N	03E	3				X													
						L4													

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before **February 01, 2006**.
2. Subject to all prior water rights.
3. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
4. Point of diversion is located within Lot 6, Blk. 2, Pilgrim Cove Subdivision.
5. Domestic use is for 2 homes.
6. The domestic use authorized under this right shall not exceed 13,000 gallons per day per home.
7. Place of use is located within Lots 5 & 6, Blk. 2, Pilgrim Cove Subdivision.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the signature of the Director, affixed at Boise, this 7th day of February, 2005.


KARL J DREHER, Director

1/99
RECEIVED
FEB - 1 2005
DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 30 2004

WATER RESOURCES
WESTERN REGION

ASSIGNMENT OF APPLICATION FOR PERMIT

To change the ownership of an application for permit

I, Barbara J. Barsness, hereby assign to Idaho Dept. of Lands
of, 954 W. Jefferson, Boise, ID. 83720-0050 208/334-0200
(Full Address) (Phone)

All my right, title, and interest in and to Application for Permit No. 65-22922
to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Application for
Permit No. 65-22922 to appropriate the public waters of the State of Idaho.
(Describe portion of the application for permit assigned, listing the number of acres in each 40 acre
subdivision, point of diversion location, and amount of the water in cubic feet per second.)

Made this 28th day of December, 2004.

Barbara J. Barsness
Applicant(s)

State of Idaho)

County of Ada)ss

On this 28th day of December, 2004, personally appeared before me the signer(s) of the above
instrument, who duly acknowledged to me that he (she) (they) executed the same.



Rachel A. Uz
Notary Public residing at
Meridian Idaho

My commission expires: 2-19-2010

RECEIVED

OCT 12 2004

FORM 202
12/99

WATER RESOURCES
WESTERN REGION

Ident. No. 65-22922

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

BAB agree to the following
application changes

12/2/04 Date

1. Name of Applicant Barbara J. Bagness Phone 208-938-9507

Mailing address 1197 N. Elkriver Way Eagle ID. 83616

2. Source of water supply underground well which is a tributary of _____

3. Location of point of diversion is Township 18 N Range 3 East Sec. 3, in the _____ 1/4,

SE ~~SW~~ 1/4, NE 1/4, Govt. Lot 4, B.M., Valley County;

additional points of diversion if any: _____

4. Water will be used for the following purposes:

Amount .08 cfs for Domestic purposes from Jan. 1 to Dec. 31 (both dates inclusive)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)

5. Total quantity to be appropriated is (a) .08 cfs 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 Single well to two
separate homes.

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

c. Proposed well diameter is 6 inches; proposed depth of well is 360 feet

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

e. If well is already drilled, when? 9/30/04; Drilling firm Manasco;

Well was drilled for (well owner) Bagness Swinehart; Drilling Permit No. D0038041

7. Time required for completion of works and application of water to proposed beneficial use is 1 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. 2

e. Other; describe fully. _____

3120 Crescent Pl.
Dr. No. 20
Boise, ID.
83706

3. 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.

Domestic Only

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
18N	3E	3				D													
						4													

Total number of acres to be irrigated _____

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

Payette Lake Water Sower

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

Idaho Dept. of Lands

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

" " " "

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

Lessee of property

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.

Brian D. Barrese
Signature of Applicant (and title, if applicable)

Received by *DB* Date *10-12-04* Time *2:00 pm* Preliminary check by _____
Fee \$ *100-* Received by *DB* # *W032351* Date *10-28-04*
Publication prepared by *sk* Date *12-16-04* Published in *STAR NEWS*
Publication approved *1-28-05* Date *sk*

POND

5000

BDY

Pilgrim Cove
Boat Ramp

ARK

T18N R03E S3 SE NE

BM 5041 GOVT LT 4

3

5020

5100

5034

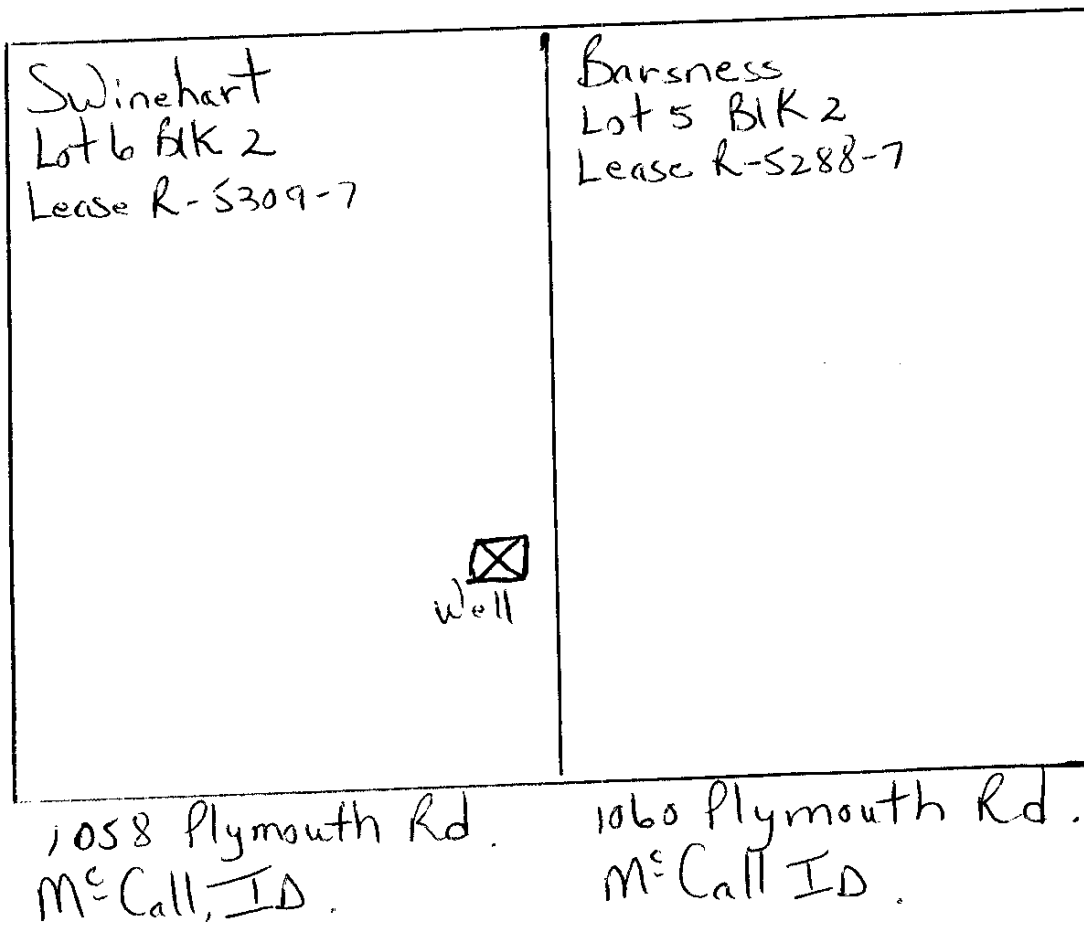
BM 5026

BDB

EXHIBIT "A"

Location of Well

N



S

E

W

JOINT WELL AGREEMENT

AGREEMENT made this 8th day of October, 2004, by and between Barbara J. Barsness ("Barsness") and Loy T. Swinehart ("Swinehart").

RECITALS

A. Barsness is the owner of the Lease of Lot 5, Block 2, on the amended plat for Pilgrim Cove Subdivision, Valley County Idaho, under Idaho State Lease #R-5288-7.

B. Swinehart is the owner of the Lease of Lot 6, Block 2, on the amended plat for Pilgrim Cove Subdivision, State Lease #R-5309-7.

C. The parties intend to construct, share, operate and maintain a joint well on the terms provided herein.

WHEREFORE in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Construction of Well. The Parties shall construct a Well on the property of one or both parties in a location to be determined by the parties upon the recommendation of a well driller selected by the parties. The common well, together with the improvements, equipment, and common distribution lines, shall to be referred to as "the System". ~~A diagram of the System shall be attached hereto as Exhibit "A".~~ All costs of constructing, operating, repairing, and maintaining the System will be shared equally by the parties unless otherwise provided herein. Such costs shall include, but not be limited to, the following:

- a. Drilling of the Well and construction of the System.
- b. All repairs, maintenance, routine testing and inspection, disinfection, and all system costs incurred to comply with requirements and governmental regulatory authority.
- c. Replacement of System components due to wear, obsolescence, malfunction, incrustation or corrosion.
- d. Improvements to the system necessary to increase the service life of components to restore and maintain the yield of the Well and to provide necessary protection to the System.
- e. The cost of any permit to be issued by the State of Idaho or any other governmental jurisdiction.

f. The power supply for the Well pump.

2. Power Bills. The electrical power for the Well pump shall be separately metered and shall be billed to one of the parties. That party shall promptly pay the bill in full and forward a copy of the bill to the other party who shall promptly reimburse the party who paid the bill for one-half the amount of the bill.

3. Authority for Repairs. The parties shall consult with each other and agree to repairs in advance where practicable. However, in an emergency situation when one party is not readily available, the other party may make those repairs reasonably necessary to protect and restore the System.

4. Cost of Repairs. The cost of all repairs and maintenance to the System shall be shared equally. The party contracting for the maintenance or repair shall submit a billing to the other party and each shall pay one-half the cost. Provided, no party shall be liable for damage to the System caused by the negligent act or omission or intentional act of the other party or of any tenant, guest, or invitee of the other party, which repairs shall be at the sole cost of the other party.

5. Individual Components. Individual transmission lines and hookups serving only one of the parties shall not be considered part of the System for purposes of repair and maintenance. Maintenance and repair of such items shall be at the sole cost of party utilizing the same.

6. Easement. To the extent that the System (including for this purpose any individual transmission lines or hookups) is not located on the property of one of the parties, the other party shall have an easement over and across the land of the that party upon whose property such portion of the System is located for access to the System and to each component thereof as reasonably necessary for construction, repair, maintenance and operation thereof. No party shall create or permit any permanent obstruction to the access of the other party to the System, or any portion thereof, for these purposes. Provided, a party may landscape, plant upon or fence his or her property, and removal and replacement of landscaping, vegetation, fences, and other temporary improvements will be restored to their condition prior to any repair or maintenance of the System by any party disturbing the same.

7. Exclusive Use. The joint Well and System of the parties shall be used exclusively by the parties, their tenants, guests and invitees. Water from the joint well shall not be made available to or shared with any other person or utilized on any other properties without prior written agreement of the parties.

8. Water Quality. All maintenance, repairs, replacements or improvements to the System or any components thereof, shall be completed so as to maintain, and not to diminish, the portability and quality of the water and quality of the operation of the system. The parties shall comply promptly with any directives of any governmental regulatory authority to take correction over remedial action.

9. No Contamination. The parties will not create or suffer the creation on their respective parcels, within one hundred feet of the Well or other such distances required by governmental regulatory authorities, any potential source of contamination, including by way of illustration only, cesspools, sewers, privies, septic tanks, drain fields or manure piles. Garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens or other enclosures or structures for the keeping of maintenance of animals, fowls, or chemicals, herbicides, insecticides or any hazardous substance shall not be allowed.

10. Payment of Costs. All costs to be shared by the parties will be the personal obligation of both the parties, and the property of each of the parties may be subject to a lien or liens to secure performance thereof under the following procedures:

- a. In the case of shared costs, any party may make a written demand (by hand delivery or certified mail) for payment of the share of the other party, reasonably describing the nature and amount of the obligation, and requesting payment.
- b. If a party upon whom a demand for payment is made fails to pay the amount due within 30 days of such demand, the party incurring the obligation may record a lien upon the property of the party to whom the obligation is due, which lien shall constitute a mechanics lien on such property under the laws of the State of Idaho. The party filing the lien shall within 48 hours of said filing forward a copy of the recorded lien by certified mail.
- c. In the event of continuing non-payment, the obligation due may be enforced by a personal action against the party owing the same and simultaneously, or a separate proceeding, may be enforced in the manner of enforcement of mechanics under the laws of the State of Idaho.
- d. The lien provided herein for enforcement of obligations between the parties will be subordinate to the lien of any first mortgage or deed of trust but shall run with the land and shall not be extinguished or adversely affected by the sale or transfer parcel subject to the lien.

11. Notices. All notices and written communications under this Agreement shall be given at the addresses set forth below, or at such other addresses as may be given in writing by one party to the other. Notices shall be deemed to have been given (a) upon delivery if delivered in person, or (b) upon the date of postmark on the return receipt if deposited in the United States Mail, with postage prepaid for certified mail, return receipt requested. Provided, routine notice for payment of shared of costs and expenses sent by one party to the other shall not require certified mail. The addresses of the parties are as follows:

Barbara J. Barsness
1197 N. Elk River Way
Eagle, ID 83616

Loy T. Swinehart
3120 Crescent Rim Drive, No. 201
Boise, Idaho 83706

12. Attorneys Fees. In the event of an action to enforce this agreement or arising out of the terms of this agreement, the prevailing party shall be entitled to an award of costs and attorneys fees, including costs and attorneys fees on appeal.

13. Obligations Binding. This agreement and each covenant hereunder shall benefit and bind the parties and their heirs, successors, and assigns. The covenants of this Agreement shall run with the land and shall bind those personally those persons having any right, title or interest in the land described hereon, or any part thereof (excluding the state of Idaho). This Agreement shall be recorded in the records of Valley County.

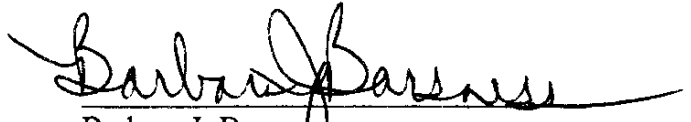
14. Severance. If any provision of this Agreement shall be found by a Court to be unenforceable, such unenforceability shall not effect the remaining provisions of this Agreement shall continue in full force and effect and be fully enforceable.

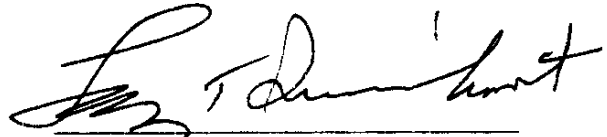
15. Applicable Law. The Terms of this Agreement shall be subject to the laws of the state of Idaho. The parties recognize that their leases are issued by the state of Idaho for a limited period of time. This Agreement, and any lien filed or created pursuant to this Agreement, shall not constitute a lien or encumbrance upon the interest of the state of Idaho in either property and shall be construed only as a obligation binding up of the parties and their successors and assigns to the extent of their interest in the real property.

16. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the joint Well and related matters and supercedes any prior oral agreements the parties made. This Agreement may be modified only in writing executed by both parties, which amendment shall be recorded in the records of Valley County, Idaho.

17. Captions. The captions contained herein for the purposes of convenience and shall not be construed as a part of the Agreement.

WHEREFORE this Agreement is executed effective the date set forth above.


Barbara J. Barsness


Loy T. Swinehart

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 7th day of October, 2004, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Barbara J. Barsness, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and Official Seal.

Shasta M Brown
Notary Public for Idaho
Residing at Boise, Idaho
My Commission expires: April 9, 2010

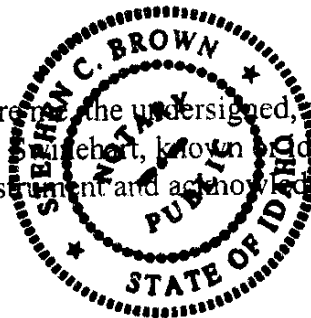


STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 30th day of September, 2004, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Loy T. S. [unclear], known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and Official Seal.

Sharon C. Brown
Notary Public for Idaho
Residing at Boise, Idaho
My Commission expires: 12/17/05



Now
Starting
Right Side
of file.



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 8, 2005

STATE OF IDAHO
DEPT OF LANDS
954 W JEFFERSON
PO BOX 83720
BOISE ID 83720-0050

RE: Permit No. 65-22922

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.

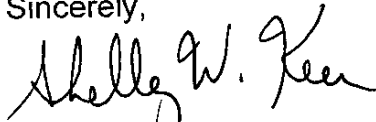
Enclosed is a form entitled 'Instructions for Proof of Beneficial Use.' Please read the instructions carefully since you must take further action to develop this permit into a licensed water right. Also enclosed is a form entitled 'Proof of Beneficial Use.' If your project is already completed, you should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

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

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 208-287-4947.

Sincerely,

A handwritten signature in black ink, appearing to read "Shelley W. Keen". The signature is fluid and cursive, with the first name "Shelley" being more prominent.

Shelley W. Keen

Water Rights Supervisor

SWK:klt

Enclosure(s)

cc: LOU T SWINEHART
BARBARA J BARSNESS

CERTIFICATE OF SERVICE

I hereby certify that on February 8, 2005 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. 65-22922

**BARBARA J BARSNESS
1197 N ELKRIVER WAY
EAGLE ID 83616**

**LOU T SWINEHART
3120 CRESCENT RIM DR #201
BOISE ID 83706**

**STATE OF IDAHO
DEPT OF LANDS
954 W JEFFERSON
PO BOX 83720
BOISE ID 83720-0050**


Kari Lynn Townsend
Secretary

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

(To be used in connection with actions when a hearing was not held)

(Required by Rule of Procedure 730.02)

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 Water Resource 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.

Comment Report

65-22922

1. dnelson 12/2/2004 Comment/Analysis

Comment: This application is for domestic use for two homes and yards in Pilgrim Cove Subdivision. Payette Lake Water and Sewer currently delivers water to the subdivision for the Pilgrim Cove Association and the State of Idaho. This water source only provides water sporadically, and quite often runs out of water on the weekends according to the applicant. They have already drilled a domestic well for this use and the well drilling upgrade fee has been received. Once they go onto the well they are required to be removed from the community system. There are no other significant overlapping water rights. The applicants can have the full 0.04 cfs and 13,000 gpd per home on this application, since the two homes are under separate ownership.

2. dnelson 12/2/2004 Legal Notice Remarks

Comment: Domestic use is for 2 homes and yards in Pilgrim Cove Subdivision.

3. dnelson 12/30/2004 Comment/Analysis

Comment: Application was assigned to the Idaho Department of Lands on 12/30/2004. The original owners are leasing the property associated with the permit. The original applicants will still need to be notified upon approval, since they will be the individuals perfecting the permit.

4. kwalker 2/2/2005 Permit Review

Comment: Application for 2 homes and lawns. Recommend approval.

Publisher's Affidavit of Publication

STATE OF IDAHO

County of Valley

.ss

I, Carol J. Wright, being duly sworn and say, I am the receptionist of The Star-News, a weekly newspaper published at McCall, in the County of Valley, State of Idaho; that said newspaper is in general circulation in the county of afore said and is a legal newspaper; that the PUBLIC NOTICE, a copy of which is enclosed hereto and is a part hereof, was published in said newspaper once a week for a period of two weeks in the regular and entire issue of every number there of during the period of time of publication, and was published in the newspaper proper and not in a supplement; and that publication of such notice began December 16, 2004 and ended December 23, 2004.

Carol J. Wright
Subscribed and sworn before me this the 23rd day of December, 2004.
STATE OF IDAHO

COUNTY OF VALLEY



On this 23rd day of December, in the year of 2004, before me, a Notary Public, personally appeared Carol J. Wright, 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.

Tom Grote
Notary Public for Idaho
Residing at McCall, Idaho
Commission Expires 2/8/06

RECEIVED

DEC 27 2004

WATER RESOURCES
WESTERN REGION

THE FOLLOWING APPLICATION(S)
HAVE BEEN FILED TO APPROPRIATE
THE PUBLIC WATERS OF THE STATE
OF IDAHO: 104

65-22911

WHITETAIL A CLUB FOR ALL SEASONS LLC, ONE MARKET PLACE 33RD FLOOR, SAN DIEGO CA 92101

Point(s) of Diversion SENE S12 T18N R02E VALLEY County Source GROUND WATER Point(s) of Diversion NWSE S12 T18N R02E VALLEY County Source GROUND WATER Point(s) of Diversion SENE S12 T18N R02E VALLEY County Source GROUND WATER

Use: WILDLIFE STORAGE 01/01 To 12/31 60 AFA

Use: RECREATION STORAGE 01/01 To 12/31 60 AFA

Use: FIRE PROTECTION 01/01 To 12/31 60 AFA

Use: AESTHETIC STORAGE 01/01 To 12/31 60 AFA

Use: AESTHETIC FROM 01/01 To 12/31 60 AFA

Use: DIVERSION TO STORAGE 01/01 To 12/31 1 CFS

Total Diversion: 1 CFS
Date Filed: 08/16/2004

Place Of Use: FIRE PROTECTION STORAGE

Place Of Use: AESTHETIC FROM STORAGE

Place Of Use: RECREATION STORAGE

Place Of Use: WILDLIFE STORAGE

Place Of Use: DIVERSION TO STORAGE

Place Of Use: AESTHETIC FROM STORAGE

Place Of Use: RECREATION STORAGE

Place Of Use: WILDLIFE STORAGE

Place Of Use: DIVERSION TO STORAGE

Place Of Use: AESTHETIC FROM STORAGE

Place Of Use: RECREATION STORAGE

Place Of Use: WILDLIFE STORAGE

Permits will be subject to all prior water rights. Permits 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, Western Region, 2735 Airport Wy, Boise ID 83705 together with a protest fee of \$25.00 for each application on or before 01/03/2005. The protestant

must also send a copy of the protest to the applicant.
KARL J DREHER, Director
The following application(s) have been filed to appropriate the public waters of the State of Idaho:

65-22912

JUG MOUNTAIN RANCH LLC
C/O MULLEMANN PITTINGER
MC MAHAN & PEMBERTON
PO BOX 1066
MC CALL ID 83638

Point(s) of Diversion NESW S12 T17N R03E VALLEY County

Source WILHELM CREEK

Thibary To BOLLIDER CREEK

Use: WILDLIFE STORAGE 01/01 To 12/31 100 AFA

Use: RECREATION STORAGE 01/01 To 12/31 100 AFA

Use: AESTHETIC STORAGE 01/01 To 12/31 100 AFA

Use: AESTHETIC STORAGE

Place Of Use: AESTHETIC STORAGE

Place Of Use: WILDLIFE STORAGE

Place Of Use: RECREATION STORAGE

Place Of Use: DIVERSION TO STORAGE

Place Of Use: AESTHETIC FROM STORAGE

Place Of Use: RECREATION STORAGE

Place Of Use: WILDLIFE STORAGE

Place Of Use: DIVERSION TO STORAGE

Place Of Use: AESTHETIC FROM STORAGE

Place Of Use: RECREATION STORAGE

Place Of Use: WILDLIFE STORAGE

Place Of Use: DIVERSION TO STORAGE

Place Of Use: AESTHETIC FROM STORAGE

Place Of Use: RECREATION STORAGE

Permits will be subject to all prior water rights. Permits 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, Western Region, 2735 Airport Wy, Boise ID 83705 together with a protest fee of \$25.00 for each application on or before 01/03/2005. The protestant must also send a copy of the protest to the applicant.

KARL J DREHER, Director
The following application(s) have been filed to appropriate the public waters of the State of Idaho:

65-22919
J.B. SCOTT
PO BOX 70001
BOISE ID 83707-0101
Point(s) of Diversion SESE S26 T19N R03E VALLEY County
Source FALL CREEK
Thibary To PAYETTE LAKE
Use: RECREATION STORAGE 01/01 To 12/31 100 AFA

over-

To 12/31 3.5 AFA

Use: AESTHETIC STORAGE 01/01 To
12/31 3.5 AFA

Use: DIVERSION TO STORAGE 01/01
To 12/31 0.2 CFS

Total Diversion: 0.2 CFS

Date Filed: 09/10/2004

Place Of Use: AESTHETIC STORAGE

T19N R03E S26 SWSE Lot 4

Place Of Use: RECREATION STOR-
AGE

T19N R03E S26 SWSE Lot 4

Remark: Applicant agrees to mitigate
consumptive use in the future as needed for
an existing pond filled from an existing irriga-
tion ditch. Development was completed about
1990.

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, Western Region,
2735 Airport Wy, Boise ID 83705 together
with a protest fee of \$25.00 for each applica-
tion on or before 01/03/2005. The protestant
must also send a copy of the protest to the ap-
plicant.

KARL J DREHER, Director

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

65-22922

LOUT SWINEHART

3120 CRESCENT RIM DR #201

BOISE ID 83706

BARBARA J BARSNESS

1197 N ELKRIVER WAY

EAGLE ID 83616

Point(s) of Diversion: I4 (SENE) S3 T18N

R03E VALLEY County Source GROUND

WATER

Use: DOMESTIC 01/01 To 12/31 0.08

CFS

Total Diversion: 0.08 CFS

Date Filed: 12/02/2004

Place Of Use: DOMESTIC

T18N R03E S3 SENE Lot 4

Remark: Domestic use is for 2 homes and

yards in Pilgrim Cove Subdivision.

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, Western Region,
2735 Airport Wy, Boise ID 83705 together
with a protest fee of \$25.00 for each applica-
tion on or before 01/03/2005. The protestant
must also send a copy of the protest to the ap-
plicant.

KARL J DREHER, Director. 2c12/23

RECEIVED

JAN 06 2005

WATER RESOURCES
WESTERN REGION

RECEIVED
JAN 17 2005
BOISE, IDAHO

December 15, 2004

State of Idaho
Department of Water Resources
Attn: Dan Nelson
2735 Airport Way
Boise, ID 83705-5082

RECEIVED
JAN 15 2005
DEPARTMENT OF
WATER RESOURCES

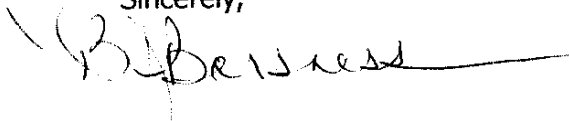
Dear Dan,

Pursuant to our meeting earlier this month, although my application for permit for drilling a well was in my name, and subsequently and/or Dr. Loy Swinehart, the actual permit needs to be issued in the name of the State of Idaho, Department of Lands. As I indicated to you, I was instructed by your office to use my name on the application as I was the person providing the information.

Please use this letter as your authorization from me to issue this permit in the name of the State of Idaho as both Dr. Swinehart and myself are located on State leased land.

I appreciate the assistance you have been in this process, and look forward to finalizing early next spring.

Sincerely,



Barbara J. Barsness

cc: State of Idaho, Department of Lands-Boise, Idaho/ Enc. Well Agreement/Plat
State of Idaho, Department of Lands-McCall, Idaho/Enc. Well Agreement/Plat
Loy Swinehart

JOINT WELL AGREEMENT

AGREEMENT made this 8th day of October, 2004, by and between Barbara J. Barsness ("Barsness") and Loy T. Swinehart ("Swinehart").

RECITALS

A. Barsness is the owner of the Lease of Lot 5, Block 2, on the amended plat for Pilgrim Cove Subdivision, Valley County Idaho, under Idaho State Lease #R-5288-7.

B. Swinehart is the owner of the Lease of Lot 6, Block 2, on the amended plat for Pilgrim Cove Subdivision, State Lease #R-5309-7.

C. The parties intend to construct, share, operate and maintain a joint well on the terms provided herein.

WHEREFORE in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Construction of Well. The Parties shall construct a Well on the property of one or both parties in a location to be determined by the parties upon the recommendation of a well driller selected by the parties. The common well, together with the improvements, equipment, and common distribution lines, shall to be referred to as "the System". ~~A diagram of the System shall be attached hereto as Exhibit "A".~~ All costs of constructing, operating, repairing, and maintaining the System will be shared equally by the parties unless otherwise provided herein. Such costs shall include, but not be limited to, the following:

- a. Drilling of the Well and construction of the System.
- b. All repairs, maintenance, routine testing and inspection, disinfection, and all system costs incurred to comply with requirements and governmental regulatory authority.
- c. Replacement of System components due to wear, obsolescence, malfunction, incrustation or corrosion.
- d. Improvements to the system necessary to increase the service life of components to restore and maintain the yield of the Well and to provide necessary protection to the System.
- e. The cost of any permit to be issued by the State of Idaho or any other governmental jurisdiction.

f. The power supply for the Well pump.

2. Power Bills. The electrical power for the Well pump shall be separately metered and shall be billed to one of the parties. That party shall promptly pay the bill in full and forward a copy of the bill to the other party who shall promptly reimburse the party who paid the bill for one-half the amount of the bill.

3. Authority for Repairs. The parties shall consult with each other and agree to repairs in advance where practicable. However, in an emergency situation when one party is not readily available, the other party may make those repairs reasonably necessary to protect and restore the System.

4. Cost of Repairs. The cost of all repairs and maintenance to the System shall be shared equally. The party contracting for the maintenance or repair shall submit a billing to the other party and each shall pay one-half the cost. Provided, no party shall be liable for damage to the System caused by the negligent act or omission or intentional act of the other party or of any tenant, guest, or invitee of the other party, which repairs shall be at the sole cost of the other party.

5. Individual Components. Individual transmission lines and hookups serving only one of the parties shall not be considered part of the System for purposes of repair and maintenance. Maintenance and repair of such items shall be at the sole cost of party utilizing the same.

6. Easement. To the extent that the System (including for this purpose any individual transmission lines or hookups) is not located on the property of one of the parties, the other party shall have an easement over and across the land of the that party upon whose property such portion of the System is located for access to the System and to each component thereof as reasonably necessary for construction, repair, maintenance and operation thereof. No party shall create or permit any permanent obstruction to the access of the other party to the System, or any portion thereof, for these purposes. Provided, a party may landscape, plant upon or fence his or her property, and removal and replacement of landscaping, vegetation, fences, and other temporary improvements will be restored to their condition prior to any repair or maintenance of the System by any party disturbing the same.

7. Exclusive Use. The joint Well and System of the parties shall be used exclusively by the parties, their tenants, guests and invitees. Water from the joint well shall not be made available to or shared with any other person or utilized on any other properties without prior written agreement of the parties.

8. Water Quality. All maintenance, repairs, replacements or improvements to the System or any components thereof, shall be completed so as to maintain, and not to diminish, the portability and quality of the water and quality of the operation of the system. The parties shall comply promptly with any directives of any governmental regulatory authority to take correction over remedial action.

9. No Contamination. The parties will not create or suffer the creation on their respective parcels, within one hundred feet of the Well or other such distances required by governmental regulatory authorities, any potential source of contamination, including by way of illustration only, cesspools, sewers, privies, septic tanks, drain fields or manure piles. Garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens or other enclosures or structures for the keeping of maintenance of animals, fowls, or chemicals, herbicides, insecticides or any hazardous substance shall not be allowed.

10. Payment of Costs. All costs to be shared by the parties will be the personal obligation of both the parties, and the property of each of the parties may be subject to a lien or liens to secure performance thereof under the following procedures:

- a. In the case of shared costs, any party may make a written demand (by hand delivery or certified mail) for payment of the share of the other party, reasonably describing the nature and amount of the obligation, and requesting payment.
- b. If a party upon whom a demand for payment is made fails to pay the amount due within 30 days of such demand, the party incurring the obligation may record a lien upon the property of the party to whom the obligation is due, which lien shall constitute a mechanics lien on such property under the laws of the State of Idaho. The party filing the lien shall within 48 hours of said filing forward a copy of the recorded lien by certified mail.
- c. In the event of continuing non-payment, the obligation due may be enforced by a personal action against the party owing the same and simultaneously, or a separate proceeding, may be enforced in the manner of enforcement of mechanics under the laws of the State of Idaho.
- d. The lien provided herein for enforcement of obligations between the parties will be subordinate to the lien of any first mortgage or deed of trust but shall run with the land and shall not be extinguished or adversely affected by the sale or transfer parcel subject to the lien.

11. Notices. All notices and written communications under this Agreement shall be given at the addresses set forth below, or at such other addresses as may be given in writing by one party to the other. Notices shall be deemed to have been given (a) upon delivery if delivered in person, or (b) upon the date of postmark on the return receipt if deposited in the United States Mail, with postage prepaid for certified mail, return receipt requested. Provided, routine notice for payment of shared of costs and expenses sent by one party to the other shall not require certified mail. The addresses of the parties are as follows:

Barbara J. Barsness
1197 N. Elk River Way
Eagle, ID 83616

Loy T. Swinehart
3120 Crescent Rim Drive, No. 201
Boise, Idaho 83706

12. Attorneys Fees. In the event of an action to enforce this agreement or arising out of the terms of this agreement, the prevailing party shall be entitled to an award of costs and attorneys fees, including costs and attorneys fees on appeal.

13. Obligations Binding. This agreement and each covenant hereunder shall benefit and bind the parties and their heirs, successors, and assigns. The covenants of this Agreement shall run with the land and shall bind those personally those persons having any right, title or interest in the land described hereon, or any part thereof (excluding the state of Idaho). This Agreement shall be recorded in the records of Valley County.

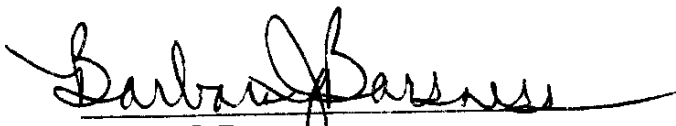
14. Severance. If any provision of this Agreement shall be found by a Court to be unenforceable, such unenforceability shall not effect the remaining provisions of this Agreement shall continue in full force and effect and be fully enforceable.

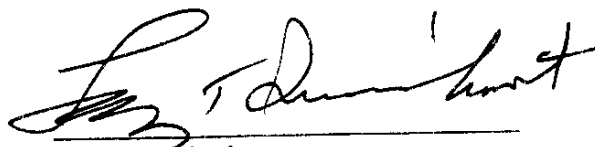
15. Applicable Law. The Terms of this Agreement shall be subject to the laws of the state of Idaho. The parties recognize that their leases are issued by the state of Idaho for a limited period of time. This Agreement, and any lien filed or created pursuant to this Agreement, shall not constitute a lien or encumbrance upon the interest of the state of Idaho in either property and shall be construed only as a obligation binding up of the parties and their successors and assigns to the extent of their interest in the real property.

16. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the joint Well and related matters and supercedes any prior oral agreements the parties made. This Agreement may be modified only in writing executed by both parties, which amendment shall be recorded in the records of Valley County, Idaho.

17. Captions. The captions contained herein for the purposes of convenience and shall not be construed as a part of the Agreement.

WHEREFORE this Agreement is executed effective the date set forth above.


Barbara J. Barsness


Loy T. Swinehart

STATE OF IDAHO)
) ss.

COUNTY OF Ada)

On this 7th day of October, 2004, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Barbara J. Barsness, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and Official Seal.

Shasta M Brown
Notary Public for Idaho
Residing at Boise, Idaho
My Commission expires: April 9, 2010



STATE OF IDAHO)
) ss.

COUNTY OF Ada)

On this 30th day of September, 2004, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Loy T. [unclear], known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and Official Seal.

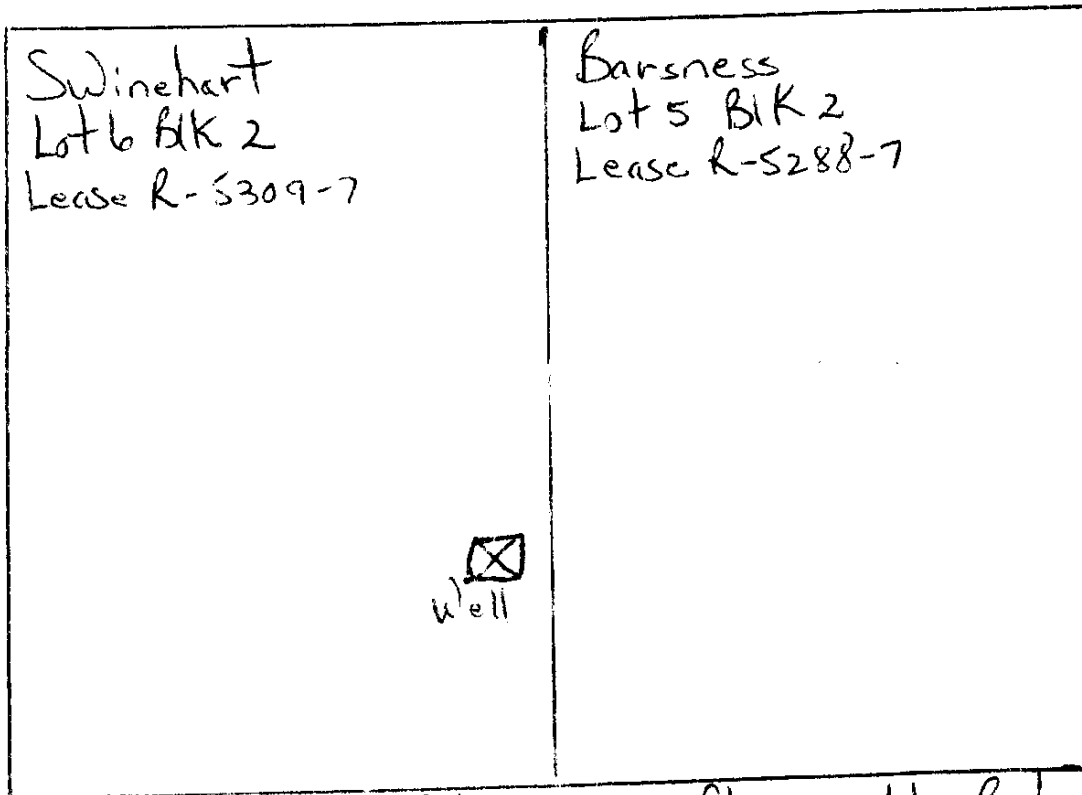
[Signature]
Notary Public for Idaho
Residing at Boise, Idaho
My Commission expires: 12/17/05



EXHIBIT "A"

Location of Well

N



E

W

1058 Plymouth Rd.
McCall, ID.

1060 Plymouth Rd.
McCall ID.

S



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

December 20, 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

BARBARA BARSNESS
1197 ELK RIVER WAY
EAGLE ID 83616-5400

RE: APPLICATION FOR PERMIT NUMBER 65-22922

Dear Ms. Barsness:

I received your letter requesting to change the name of 65-22922 to Idaho Department of Lands. The letter doesn't supply the legal authority to change the name of an application. I have enclosed a Assignment of Application for Permit form that will accomplish the task of changing the ownership of your application. Please complete the enclosed document and have it notarized and return it to my office.

If you have any questions or concerns please contact me at the above address.

Respectfully,

A handwritten signature in black ink, appearing to read 'Daniel A. Nelson', with a long, sweeping horizontal line extending to the right.

Daniel A. Nelson
Sr. Water Right Agent

RECEIVED

DEC 17 2004

WATER RESOURCES
WESTERN REGION

December 15, 2004

State of Idaho
Department of Water Resources
Attn: Dan Nelson
2735 Airport Way
Boise, ID 83705-5082

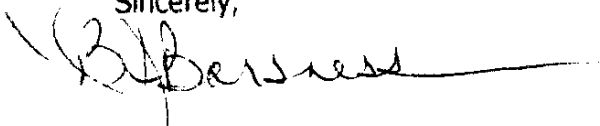
Dear Dan,

Pursuant to our meeting earlier this month, although my application for permit for drilling a well was in my name, and subsequently and/or Dr. Loy Swinehart, the actual permit needs to be issued in the name of the State of Idaho, Department of Lands. As I indicated to you, I was instructed by your office to use my name on the application as I was the person providing the information.

Please use this letter as your authorization from me to issue this permit in the name of the State of Idaho as both Dr. Swinehart and myself are located on State leased land.

I appreciate the assistance you have been in this process, and look forward to finalizing early next spring.

Sincerely,

A handwritten signature in dark ink, appearing to read 'B. Barsness', with a long horizontal flourish extending to the right.

Barbara J. Barsness

cc: State of Idaho, Department of Lands-Boise, Idaho/ Enc. Well Agreement/Plat
State of Idaho, Department of Lands-McCall, Idaho/Enc. Well Agreement/Plat
Loy Swinehart

Kreger (Taylor), Sue

From: Kreger (Taylor), Sue
Sent: Wednesday, December 08, 2004 2:34 PM
To: 'dgruenhagen@idl.state.id.us'
Subject: comment letters

**IDAHO DEPARTMENT OF WATER RESOURCES
WESTERN REGION
2735 AIRPORT WAY
BOISE ID 83705**

December 8, 2004

ID DEPT OF LANDS
DAVE GRUENHAGEN
PO BOX 83720
BOISE ID 83720

Dear Mr. Gruenhagen:

Attached are copies of one or more applications that may be of interest to you. Please review the application(s) and submit any comments you may have.

This office normally completes the processing of an application within a six-week period and is required to take final action shortly thereafter. However, if your agency desires to file a formal protest against the approval of any of these applications, your written protest along with the \$25.00 protest fee for each application protested, must be received in this office by January 3, 2005.

If you have any questions regarding these applications, please contact this office at 334-2190.

Sincerely,

Sue Kreger
Administrative Assistant

Sue Kreger
(208) 334-2190
Id Dept Water Resources
Sue.Kreger@idwr.idaho.gov



65-22922.pdf

**IDAHO DEPARTMENT OF WATER RESOURCES
WESTERN REGION
2735 AIRPORT WAY
BOISE ID 83705**

December 08, 2004

Legal Notice Department

STAR NEWS
1000 1ST ST
MC CALL ID 83638

RE: Applications for Permit No. 65-22911, 65-22912, 65-22919 and 65-22922

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 01/03/2005. Your cooperation is appreciated.

Sincerely

Sue Kreger
Administrative Assistant

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

65-22922

LOU T SWINEHART
3120 CRESCENT RIM DR #201
BOISE ID 83706
BARBARA J BARSNESS
1197 N ELKRIVER WAY
EAGLE ID 83616

Point(s) of Diversion L4 (SENE) S3 T18N R03E VALLEY County Source GROUND WATER

Use: DOMESTIC 01/01 To 12/31 0.08 CFS

Total Diversion: 0.08 CFS

Date Filed: 12/02/2004

Place Of Use: DOMESTIC

T18N R03E S3 SENE Lot 4

Remark: Domestic use is for 2 homes and yards in Pilgrim Cove Subdivision.

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, Western Region, 2735 Airport Wy, Boise ID 83705 together with a protest fee of \$25.00 for each application on or before 01/03/2005. The protestant must also send a copy of the protest to the applicant.

KARL J DREHER, Director

Published in the Star News on December 16 and 23, 2004.