

RECEIVED

NOV 25 2024

FORM 202 Rev. 07/24

IDWR / NORTH

89463
STATE OF IDAHO

Ident. No. 96-17083

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant(s) PAUL J & JOYCE CARSON Phone (208) 265-8541
Attach list of directors, partners, or members names if applicable Name connector (check one): ☒ and ☒ or
Mailing address 787 W GARFIELD BAY RD City SAGLE
State IDAHO ZIP 83860 Email carson7307@gmail.com
2. Name of representative, if any _____ Phone _____
Mailing address _____ City _____
State _____ ZIP _____ Email _____
- a. ☐ Send all correspondence for this application to the representative and not to the applicant OR
☐ Send original correspondence to the applicant and copies to the representative.
- b. ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.
- c. ☐ Check here if applicant or representative will accept service of documents by email at the email address(es) listed above.
3. Source of water supply GROUNDWATER which is a tributary of _____
4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
56N	01W	21	3		SE	SE	BONNER	GROUNDWATER	

- a. If this application is in the Swan Falls Trust Water Area, check one box below. If the application is outside the Swan Falls Trust Water Area, skip to item 5 and leave item 4.a. blank. See instructions for map of Swan Falls Trust Water Area and for more information.
- ☐ In Swan Falls Trust Water Area and proposing use of unappropriated water OR
- ☐ In Swan Falls Trust Water Area and proposing a reallocation of trust water.
5. Water will be used for the following purposes:
- Amount 0.04 CFS for DOMESTIC USE purposes from 01/01 to 12/31 (both dates inclusive)
(cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
- ☐ Check if the irrigation use is for a longer season of use and justification for the longer use is included in item 12 or attached to the form. See instructions for season of use details.
6. Total quantity to be appropriated is (a) 0.04 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
Fee \$ 100.00 Received by MS Receipt No. N045103 Date 11/25/24

7. Proposed diverting works:

- a. Describe type and size of devices used to divert water from the source. List information such as pump, motor, ditch, pipeline, or diversion structure sizes. PUMP IN THE WELL THAT IS ON NEIGHBORS PROPERTY AND THE PUMP HOUSE I
ON APPLICANTS PROPERTY. THERE IS A SHARED WELL AGREEMENT FOR THE WELL SHARED BY (3) HOMES
- b. If well is already drilled, when? 8/27/1994; drilling firm AQUA DRILLING & EXPLORATION;
well was drilled for (well owner) PAUL MILLER; Drilling Permit No. 96-94-11-294
- c. Proposed well diameter is 6 inches; proposed depth of well is 375 feet.
- d. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate [Application for Construction or Enlargement of a New or Existing Dam](#). Dam application required? ☐ Yes ☐ No

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

- a. Hydropower; attach the [Affidavit For Water Rights To Be Used For Power Purposes](#) and show total feet of head and proposed capacity in kW. _____
- b. Stockwatering; list number and type of livestock _____
- c. Municipal; complete and attach the [Municipal Water Right Application Checklist](#).
- d. Domestic; show number of households. 1
☐ Check if domestic use is for multiple-home subdivision, include ownership plan. See instructions for additional information.
- e. Low Temperature Geothermal; describe how the ground water will be primarily used for heat value or how it is exempt pursuant to Section [42-233\(1\), Idaho Code](#). _____
- f. Other; describe fully. _____

9. Description of place of use (If the place of use is an existing service area place of use, see item 9.c. or 9.d):

- a. If water is for irrigation, indicate number of acres in each quarter-quarter in the table below.
- For irrigation of less than 10 acres, use the nearest one-tenth (0.1) acre.
 - For irrigation greater than or equal to 10 acres, round to the nearest whole acre.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding quarter-quarter in the table 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	
56N	01W	21	D															D	
																		GL3	

Total number of acres to be irrigated: _____

c. Irrigation Entities Using Existing Service Area Boundaries:

- Name of established service area. _____
- List the water right number(s) for the established service area. _____
- Total number of acres to be irrigated. _____
- Attach a map depicting the established place of use boundary.

d. Municipal providers supplying water for fire protection attach a map showing the service area.

10. List any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. N/A

a. If applicant is entitled to water delivery from a water delivery entity, explain if the current distribution system is capable of delivering water to the place of use. N/A

b. If this application is for domestic purposes, describe how the proposed water, water from another source, or both will be used to irrigate a lawn, garden, and/or landscaping. N/A

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

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

c. Whose property will the water be conveyed across? FORSTER TRUST

d. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. N/A

12. Describe your proposal in narrative form and provide additional explanation for any of the items above. Attach additional pages if necessary. THREE HOMES SHARE A WELL ON LOT 8, ON LOT 19 OF CRAMER VIEW SITES A PUMPHOUSE WAS BUILT TO ACCOMODATE THE HOLDING TANKS 2 80 GALLON HOLDING TANKS AND THE PIPES LEADING TO THE THREE HOMES THAT SHARE THE WELL.

13. Time required to complete project works and application of water to proposed beneficial use is 1 years (1 to 5 years).

14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion and place of use.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.


Signature of Applicant
PAUL J CARSON

Print Name (and title, if applicable)


Signature of Applicant
JOYCE CARSON

Print Name (and title, if applicable)



Legend

- Parcels
- Township/Range
- Sections
- QQ

0 0.0075 0.015 0.03 Miles



FORWARD WHITE COPY TO WATER RESOURCES

OTHER COMMENTS:

18820A1

5 YEAR EXTENDED WARRANTY FOR 1/3-1 1/2 H.P. SJ/S2J SUBMERSIBLES

Nº 177358

(USE BALL POINT PEN)

DATE PUMP INSTALLED

MO. DAY YR.

10 25 94

MOTOR
SERIAL NO.

2F94100610

CUSTOMER'S NAME

Edward Bickhart

CITY

Sagie

ADDRESS

6703 W Gartfield Bay Rd.

STATE

ZIP

Id. 83860

DEALER'S NAME

Butch's Pumps

CITY

CAREYWOOD

ADDRESS

PO Box 50

STATE

ZIP

ID 83809

WHOLESALE'S NAME

FAMILIAN NW

CITY

COEUR D'ALENE

MYERS CATALOG NO.

53020M

VOLTS

230

Pumping Water Level

350 FT

Well Size (ID)

6

Size Pressure Tank

218 GAL

PRESSURE
ON

40

SWITCH SETTING
OFF

60

LENGTH-DISCHARGE PIPE

357

PIPE SIZE

1 1/4

PIPE (PLASTIC)

☒

(GALVANIZED)

☐

YES, I'D LIKE TO EXTEND MY WARRANTY PERIOD TO 5 YEARS

☒

Edward Bickhart

CUSTOMER SIGNATURE

CAUTION:

NOT VALID WITHOUT CAT. NO., MOTOR SERIAL NO.,
DATE INSTALLED, CUSTOMER NAME AND ADDRESS.

(DEALER COPY - WHITE; OWNERS COPY - YELLOW; WHOLESALERS COPY - PINK)

*Plumb
for
Myers
Suction*



**RED JACKET®
PUMPS**

3 H.P. & 5 H.P. SUBMERSIBLE PUMPS - 3 WIRE ONLY PERFORMANCE

Capacity in Gallons Per Hour Against Discharge Pressures Shown

Motor Pump End	3 H.P. 32BC					3 H.P. 19CCI				5 H.P. 30CC			
	20#	30#	40#	50#	60#	20#	30#	40#	50#	20#	30#	40#	60#
0													
20					900					1450			
40					895				1440	1435			
60					890				1410	1395			
80					885				1370	1365			
100	900	895	885	880	870	1445	1410	1390	1340	1300			
120	895	885	880	870	860	1410	1380	1345	1310	1285			
140	885	880	870	860	850	1380	1345	1315	1280	1230	1480	1465	1440
160	880	870	860	850	840	1350	1315	1285	1250	1200	1465	1450	1435
180	870	860	850	840	830	1320	1285	1250	1215	1165	1450	1435	1420
200	860	850	840	830	820	1290	1250	1220	1180	1130	1435	1420	1405
220	850	840	830	820	805	1260	1220	1185	1140	1100	1420	1405	1390
240	840	830	820	805	795	1225	1185	1150	1105	1060	1410	1400	1385
260	830	820	805	795	785	1190	1150	1110	1070	1015	1400	1380	1365
280	820	805	795	785	770	1155	1110	1075	1030	970	1385	1365	1345
300	805	795	785	770	760	1115	1075	1040	990	930	1365	1345	1335
320	795	785	770	760	740	1080	1040	1000	945	880	1350	1335	1310
340	785	770	760	740	725	1045	990	950	890	830	1340	1310	1290
360	770	760	740	725	710	1000	950	900	855	770	1310	1290	1265
380	760	740	725	710	690	950	900	850	795	705	1300	1285	1245
400	740	725	710	690	670	915	860	800	720	630	1280	1245	1230
420	720	700	685	675	645	810	785	675	615		1240	1190	1170
440	690	675	650	630	610	680	590				1170	1140	1120
460	650	630	615	590	565						1130	1095	1065
480	620	600	580	555	525						1070	1035	1010
500	585	555	530	505	470						1010	980	945
520	540	510	485	465	420						950	915	885
540	495	465	435	400	355						890	840	810
560	440	410	375	330	285						810	770	710
580	380	350	300	255							740	685	650
600	312	258									660	600	570
840	210										570	510	420
Shutoff Head	924' — 400#					612' — 265#				985' — 426#			
Best Efficiency	10 GPM					18 GPM				18 GPM			

15 GPM 23' 150' 3/4" WIRE

Motor Pump End	3 H.P. 17GC					5 H.P. 28GC			
	20#	30#	40#	50#	60#	20#	30#	40#	60#
0	2067	2077	2077	2067	2047	2052	2064	2072	2078
20	2076	2077	2069	2050	2021	2062	2071	2077	2076
40	2078	2070	2053	2025	1988	2070	2076	2078	2071
60	2072	2056	2030	1993	1947	2076	2078	2077	2063
80	2059	2034	1995	1954	1898	2078	2077	2073	2053
100	2083	2004	1980	1906	1842	2078	2074	2066	2039
120	2009	1967	1914	1851	1779	2074	2067	2056	2032
140	1973	1922	1860	1789	1707	2058	2058	2044	2004
160	1929	1869	1799	1719	1628	2060	2046	2028	1982
180	1878	1809	1730	1640	1542	2048	2031	2010	1966
200	1819	1741	1654	1556	1448	2033	2013	1990	1951
220	1752	1666	1570	1463	1346	2018	1993	1966	1901
240	1678	1583	1478	1363	1232	1986	1970	1943	1869
260	1597	1493	1379	1255	1121	1974	1944	1910	1832
280	1507	1395	1272	1139	996	1948	1916	1878	1793
300	1410	1289	1158	1016	864	1920	1883	1843	1752
320	1306	1176	1036	885	725	1888	1849	1806	1708
340	1194	1055	906	747	578	1854	1812	1765	1661
360	1074	926	769	601	423	1818	1772	1722	1611
380	947	790	624	447	260	1778	1729	1676	1559
400	812	647	472	286	91	1736	1683	1627	1503
420						1692	1638	1581	1454
440						1648	1593	1534	1404
460						1603	1547	1487	1353
480						1558	1501	1440	1305
500						1513	1455	1393	1257
520						1468	1409	1346	1209
540						1423	1363	1300	1162
560						1378	1317	1253	1114
580						1333	1271	1206	1066
600						1288	1225	1159	1018
620						1243	1179	1112	970
640						1198	1133	1065	922
660						1153	1087	1018	874
680						1108	1041	971	827
700						1063	995	924	780
720						1018	949	877	733
740						973	903	830	687
760						928	857	783	641
780						883	811	736	595
800						838	765	689	548
840						793	719	642	501
Shutoff Head	530' — 230#					862' — 374#			
Best Efficiency	22 GPM					22 GPM			

\$4500-5000

*2920 W. 3rd
Marshall
(Paul's in 3m)
Smiley Rd.*



THE MARLEY PUMP COMPANY
a Division of The Ingersoll Rand Corporation

Instrument # 988625
Bonner County, Sandpoint, Idaho
08/02/2021 02:19:27 PM No. of Pages: 10
Recorded for SMITH & MALEK PLLC
Michael W. Rosedale Fee: \$37.00
Ex-Officio Recorder Deputy
Index to MISC

RB

SECOND AMENDED AND RESTATED WELL AGREEMENT AND EASEMENT

Cora J. Whitney
SMITH + MALEK, PLLC
601 E. Front Avenue, Suite 304
Coeur d'Alene, ID 83814

**SECOND AMENDED AND RESTATED
WELL AGREEMENT AND EASEMENT**

THIS SECOND AMENDED AND RESTATED WELL AGREEMENT AND EASEMENT

("Second Amended Agreement") is entered into by and between DOUGLAS G. FORSTER and ELIZABETH J. FORSTER, husband and wife (the "Forsters"), PAUL J. CARSON and JOYCE CARSON, husband and wife (the "Carsons"), GORDON CAMPBELL SRIGLEY and HEATHER LEIGH DIXON SRIGLEY, husband and wife (the "Srigleys"). The Forsters, the Carsons, and the Srigleys are collectively referred to herein as the "Parties".

RECITALS

A. WHEREAS, the Forsters are the record owners of the real property particularly described as:

A portion of Lot 8 in CRAMER VIEW SITES, according to the plat thereof, recorded in Book 2 of Plats, page 116, records of Bonner County, Idaho described as follows:
Beginning at the northwest corner of said Lot 8, the True Point of Beginning; thence south 3°19' west 100.58 feet; thence south 89°59' east 92.77 feet; thence north 1°25'10" east 100.46 feet; thence west 89.44 feet to the True Point of Beginning (hereinafter "Portion Lot 8")

AND

Lot 9 of CRAMER VIEW SITES, according to the plat thereof, recorded in Book 2 of Plats, page 116, records of Bonner County, Idaho (hereinafter "Lot 9");

Portion Lot 8 and Lot 9 shall be considered one lot for purposes of cost sharing between the Parties.

B. WHEREAS, the Carsons are the record owners of the real property particularly described as:

Lot 19 of CRAMER VIEW SITES, according to the plat thereof, recorded in Book 2 of Plats, page 116, records of Bonner County, Idaho. (hereinafter "Lot 19");

C. WHEREAS, the Srigleys are the record owners of the real property particularly described as:

Lot 17 of CRAMER VIEW SITES, according to the plat thereof, recorded in Book 2 of Plats, page 116, records of Bonner County, Idaho (hereinafter "Lot 17").

D. WHEREAS, the Parties share a water well located upon Portion Lot 8 (the "Well"), and a pump house and electric service associated with the shared water well located upon Lot 19 (the "Pump House");

E. WHEREAS, the Parties each claim an undivided one-third (1/3) ownership interest in the Well, its components, the Pump House, and the water from the well; and

F. WHEREAS, each Parties' property is serviced by the Well.

AGREEMENT

IN CONSIDERATION of the mutual promises and covenants made herein, the receipt and sufficiency of which consideration is hereby acknowledged, the undersigned agree as follows:

1. Prior Well Agreements Revoked. The Parties mutually agree this Second Amended Agreement shall replace, amend, supersede, and restate all other well agreements, and the execution of this Second Amended Agreement shall serve as a revocation of all prior well agreements.

2. Ownership. The Parties each have an ownership interest in and to the Well, Pump House, pump, and other equipment associated with use of the Well as follows:

a. Forsters, and their heirs, successors, and assigns, own a one-third (1/3) undivided interest in and to the Well located upon Portion Lot 8, and to the Pump House, pump and other equipment located upon Lot 19 and associated with the use of the Well. Forsters are entitled to 1/3 of the water produced by the Well.

b. Carsons, and their heirs, successors, and assigns, own a one-third (1/3) undivided interest in and to the Well located upon Portion Lot 8, and to the Pump House, pump and other equipment located upon Lot 19 and associated with the use of the Well. Carsons are entitled to 1/3 of the water produced by the Well.

c. Srigleys, and their heirs, successors, and assigns, own a one-third (1/3) undivided interest in and to the Well located upon Portion Lot 8, and to the Pump House, pump and other equipment located upon Lot 19 and associated with the use of the Well. Srigleys are entitled to 1/3 of the water produced by the Well.

3. Hookup to Well. The Parties agree that so long as their real property is actually hooked up to and using the Well, the Parties shall share equally in the costs of electric service for the Well, and the costs of repair, replacement and maintenance of all working components of the Well, Pump House, pump, and other equipment associated with the use of the Well. For sake of clarity, if the Forsters, the Carsons, and the Srigleys are each hooked up to the Well, each shall be liable for one-third (1/3) of the costs of electric service for the Well, and the costs of repair, replacement and maintenance of all working components of the Well, Pump House, pump, and other equipment associated with the use of the Well.

4. Reimbursement to the Carsons for Electric Service and Insurance. The Parties recognize that electric service for the Well is billed to an electric meter located upon the Carsons' Lot 19 and the Carsons carry insurance coverage for the well.

a. The Parties agree that the electrical charges attributable to the Well are currently \$45.00 per month. In consideration of the Carsons' maintenance of electric service to the Well, the Forsters and the Srigleys shall each reimburse the Carsons \$15.00 per month representing one-third (1/3) each of the cost of electricity to the Well. Forsters and Srigleys shall pay the reimbursement to Carsons in advance and on a quarterly basis (\$45.00 per quarter) payable on the following dates: January 1, April 1, July 1, and October 1. Alternatively, Forsters and Srigleys may pay Carsons \$242 annually in lieu of the \$45.00 electricity quarterly payment and \$62.00 annual premium for insurance (described in subsection (b) below).

b. The Parties agree that the current cost of insurance coverage for the Pump House and equipment servicing the Well is \$186.00 per year. In consideration of the Carsons' maintenance of insurance coverage for the Pump House and the equipment servicing the Well, the Forsters and the Srigleys shall each reimburse the Carsons \$62.00 per year representing one-third (1/3) each of the cost of

such insurance coverage. Forsters and Srigleys shall pay the reimbursement to Carsons in advance and on an annual basis payable on January 1 of each year.

c. In the event that there is a casualty event that requires a claim against the Pump House insurance policy, then the Parties shall share the cost of the deductible of such policy equally. The deductible amount is anticipated to be approximately \$500.

d. The Parties recognize and agree that electricity rates and insurance rates are subject to change. As such, the Parties may, from time to time, amend the monthly and annual reimbursement amounts set forth above to ensure that the cost sharing is equitable and equal.

5. Maintenance of Water Lines. The Parties shall each be entirely responsible for the costs of repair, replacement and maintenance of water lines from their individual lots to the Pump House; for sake of clarity, the costs associated with repair, replacement, and maintenance of water lines servicing individual lots shall not be shared.

6. One Hookup Per Lot. There shall be no more than one hookup to the Well for the combined Portion Lot 8 and Lot 9; there shall be no more than one hookup to the Well for Lot 17; and there shall be no more than one hookup to the Well for lot 19.

7. Access and Maintenance Easement. Forsters as the owners of Portion Lot 8, and Carsons as the owners of Lot 19, hereby grant, bargain, sell and convey unto the owners of Lots 8, 9, 17, and 19, perpetual easements over, under, and across Portion Lot 8, and over, under and across Lot 19, for the purposes of: (1) accessing the Well, the Pump House, and the individual water lines; (2) inspecting, repairing, replacing, and maintaining the Well and Pump House and the equipment and components thereof, and the individual water lines. Said easements are perpetual in nature for the benefit of Portion Lot 8, Lot 9, Lot 17 and Lot 19, and the easements shall run with the land.

8. Counterparts. This Second Amended Agreement may be executed in counterparts, all of which together shall constitute one binding agreement.

9. Attorneys Fees and Costs. In the event of a dispute over the terms of this Second Amended Agreement or the enforcement thereof, the prevailing party(ies) shall be entitled to an award of their

reasonable attorneys fees and costs. The foregoing notwithstanding, upon the sale of any lot, a new lot owner shall pay the fees and costs (including attorney's fees) required to transfer this Second Amended Agreement into the new owner's names.

10. Notices. Any notice as required by this Option shall be in writing and shall be given by air courier service overnight delivery or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid. Notices shall be delivered or addressed to the following addresses, or at such other address as party may designate to the other in writing:

If to Douglas G. & Elizabeth J. Forster:

85 Outrigger Drive
Sagle, ID 83860
Email:dougforster@earthlink.net
Phone: 530-277-7761

If to Paul & Joyce Carson:

787 W. Garfield Bay
Sagle, Idaho 83860
Email:carson7307@gmail.com
Phone: 208-265-8541 or 509-710-7654

If to Gordon C. & Heather Srigley:

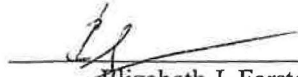
PO Box 419
Sagle, ID 83860
Email:carmsrigley@gmail.com
Phone: 503-840-5123

The effective date of notice shall be the date of delivery of the notice to an air courier service for overnight delivery or the deposit of the notice in the United States mail, certified mail, return receipt requested.

Signature and Notary Pages follow

IN WITNESS WHEREOF, the Parties have executed this Second Amended Agreement to be effective as of this 23rd day of February, 2021.

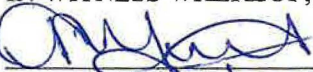

Douglas G. Forster


Elizabeth J. Forster

STATE OF Idaho)
County of Bonanza) ss.

This day personally appeared before me, the undersigned Notary Public, Douglas G. Forster, known or proven to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of July 2021.


Notary Public Jamie L. Meichtry
Residing at: Sandpoint
Comm. Exp.: 06/07/2027

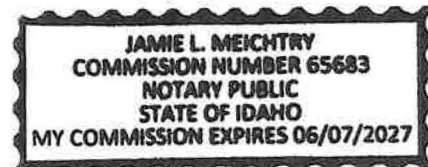


STATE OF Idaho)
County of Bonanza) ss.

This day personally appeared before me, the undersigned Notary Public, Elizabeth J. Forster, known or proven to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of July 2021.


Notary Public Jamie L. Meichtry
Residing at: Sandpoint
Comm. Exp.: 06/07/2027



IN WITNESS WHEREOF, the Parties have executed this Second Amended Agreement to be effective as of this 23rd day of February, 2021.

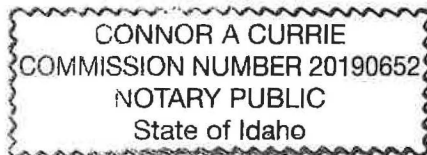
Paul Carson
Paul Carson

Joyce Carson
Joyce Carson

STATE OF Idaho)
) ss.
County of Bonner)

This day personally appeared before me, the undersigned Notary Public, Paul Carson, known or proven to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of March, 2021.

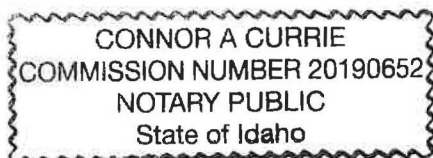


Notary Public Connor A. Currie
Residing at: Bonner County, ID
Comm. Exp.: 04/01/2025

STATE OF Idaho)
) ss.
County of Bonner)

This day personally appeared before me, the undersigned Notary Public, Joyce Carson, known or proven to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of March, 2021.



Notary Public Connor A. Currie
Residing at: Bonner County, ID
Comm. Exp. 04/01/2025

IN WITNESS WHEREOF, the Parties have executed this Second Amended Agreement to be effective as of this 23rd day of February, 2021.


Gordon Campbell Srigley


Heather Leigh Dixon Srigley

STATE OF Idaho)
County of Bonanza) ss.

This day personally appeared before me, the undersigned Notary Public, Gordon Campbell Srigley, known or proven to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of March, 2021.

Notary Public
Residing at:
Comm. Exp.:


Sandpoint
06/01/2024

STATE OF Idaho)
County of Bonanza) ss.

This day personally appeared before me, the undersigned Notary Public, Heather Leigh Dixon Srigley, known or proven to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of March, 2021.

Notary Public
Residing at:
Comm. Exp.:


Sandpoint
06/01/2024



IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763

Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

November 27, 2024

JOYCE CARSON
PAUL J CARSON
787 W GARFIELD BAY RD
SAGLE, ID 83860-9405

RE: Application for Permit No. 96-17083

Dear Applicants:

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

A legal notice of the application has been prepared and is scheduled for publication in the BONNER COUNTY DAILY BEE on 12/5/2024 and 12/12/2024. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. 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, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

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

Sincerely,

Micki Bowman
Administrative Assistant

Bowman, Micki

From: Bowman, Micki
Sent: Wednesday, November 27, 2024 11:55 AM
To: bcdblegals@cdapress.com
Subject: Legal Notice for Bonner County Daily Bee
Attachments: 95-18612 & 96-17083 Legal Notice.docx

Please publish the attached legal notice in the **Bonner County Daily Bee** on the dates indicated **December 5 & 12, 2024** (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

Please send a proof once you have the article ready for print for our review.

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 **December 23, 2024**. Your cooperation is appreciated.

Micki Bowman | Administrative Assistant 1
Idaho Department of Water Resources
Northern Regional Office
7600 N Mineral Drive, Suite 100
Coeur d'Alene, ID 83815-7763
Phone (208) 762-2807



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

95-18612

GRANITE TRACTS ASSN INC
67 WILD HORSE TRL
SANDPOINT, ID 83864-8701
Point of Diversion SWSE
S33 T54N R03W
BONNER County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31 0.04 CFS
Use: IRRIGATION
04/01 to 10/31 0.03 CFS
Total Diversion: 0.07 CFS
Date Filed: 11-18-2024
Place Of Use: DOMESTIC, IRRIGATION
T54N R03W S33 SESE, SWSE
Total Acres: 0.5

96-17083

JOYCE CARSON
PAUL J CARSON
787 W GARFIELD BAY RD
SAGLE, ID 83860-9405
Point of Diversion L3 (SESE)
S21 T56N R01W
BONNER County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31 0.04 CFS
Total Diversion: 0.04 CFS
Date Filed: 11-25-2024
Place Of Use: DOMESTIC
T56N R01W S21 NENE, L3(SESE)

Permits will be subject to all prior water rights. For additional information concerning the property location, contact the Northern office at (208)762-2800; or for a full description of the right(s), please see <https://idwr.idaho.gov/apps/ExtSearch/WRAApplicationResults/>. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Northern Region, 7600 N MINERAL DR STE 100, COEUR D'ALENE ID 83815-7763 together with a protest fee of \$25.00 for each application on or before 12/23/2024. The protestant must also send a copy of the protest to the applicant.
MATHEW WEAVER, Director Published on 12/5/2024 and 12/12/2024