

RECEIVED

FORM 202 Rev. 07/24

MAR 17 2025
DEPT. OF WATER RESOURCES
EASTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

Ident. No. _____

To appropriate the public waters of the State of Idaho

1. Name of applicant(s) Cassie Danfors Trust Phone (801) 598-0513
Attach list of directors, partners, or members names if applicable Name connector (check one): ☐ and ☐ or
 Mailing address PO Box 333 City Preston
 State ID ZIP 83263 Email cassie216@gmail.com
2. Name of representative, if any Cassie Danfors Phone Same
 Mailing address Same City Same
 State Same ZIP Same Email Same
- 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 Spring which is a tributary of Bear Creek
4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
14S	40E	14		SE	SW	SW	FRANKLIN	SPRING	

- 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 .04 for Domestic purposes from 1/1 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) .04 cubic feet per second (cfs) and/or (b) N/A acre-feet per year (af).

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ 100 Receipted by M. BECK Receipt No. P001990 Date 4/22/2025

13-10045

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. Developed spring with collection tank. Pipe delivers water through gravity to the house for in-home domestic use only.
- b. If well is already drilled, when? N/A; drilling firm ; well was drilled for (well owner) ; Drilling Permit No.
- c. Proposed well diameter is N/A inches; proposed depth of well is feet.
- d. Height of storage dam N/A 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. N/A
- b. Stockwatering; list number and type of livestock N/A
- 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	
14S	40E	15													D				

Total number of acres to be irrigated: N/A

c. Irrigation Entities Using Existing Service Area Boundaries:

- i. Name of established service area.
- ii. List the water right number(s) for the established service area.
- iii. Total number of acres to be irrigated.
- iv. 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. Lawn and garden irrigation done through either Twin Lakes Canal Co or Glenco Irrigation, we own shares in both companies.
- 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. Irrigation of property done through enclosed pipe from the canal.
- 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. In-home use of water, lawn and garden irrigation covered from canal company shares.
11. a. Who owns the property at the point of diversion? Lin McKay / Lin & Sharla McKay Family Trust
- b. Who owns the property to be irrigated or place of use? Applicant
- c. Whose property will the water be conveyed across? Lin McKay's and Applicant's
- d. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. Written access agreement, see attachment.
12. Describe your proposal in narrative form and provide additional explanation for any of the items above. Attach additional pages if necessary. This home was completed in 2013 and has been using the spring since. The spring supplies this home along with other homes in the area. The home uses the water only inside the house and not for lawn/garden irrigation, which is done by share water from either Twin Lakes Canal Co or Glenco Irrigation Co.
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
Cassie Danfors, Trustee

Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)

Application for Permit Map



Point of Diversion: ● Delivery System: —
Place of Use: —

0 155 310 620 Feet



13-10045

**CERTIFICATE OF TRUST
EXISTENCE AND AUTHORITY**

TO WHOM IT MAY CONCERN:

On the 31 day of July, 2008, the Settlor established The Cassie Danfors Trust with Cassie Danfors and Per-Ole Danfors, serving as duly acting and qualified Co-Trustees of said Trust.

The following provisions are found in said Trust Agreement and may be relied upon as a full statement of the matters covered in such provisions by anyone dealing with any of the original Trustees or their successors:

6.2 Investments. The Trustee may purchase, acquire or retain any kind of investment asset which a Trustee may hold under the law of the jurisdiction in which the Trust is being administered. The Trustee's actions in managing the assets of the Trust Estate shall be measured by the overall performance of the Trust Estate's assets, and not by the performance or lack of performance of individual assets.

6.3 Types of Transactions. The Trustee may sell, exchange, lease, pledge, mortgage, transfer, convert, or otherwise dispose of or grant options with respect to any properties of the Trust Estate. The Trustee may enter leases and contracts even though the term of the lease or contract may extend beyond the period fixed by statute for leases or contracts made by fiduciaries or beyond the duration of any trust hereunder.

6.4 Borrowing. The Trustee may borrow money from any source for the benefit of the Trust Estate, and as security for any such loan, may mortgage or pledge any property in the Trust Estate. The Trustee may loan money to the Trust provided the terms of the loan are no more beneficial to the Trustee than those terms that would be charged by a commercial lender in the community in which the Trust is being administered.

6.26 Partnership or Limited Liability Company. In addition to any other rights granted to the Trustee, the Trustee shall have the right to enter into a General or Limited Partnership Agreement, to execute a Certificate of General or Limited Partnership and to serve as a General and/or Limited Partner. The Trustee shall also have the right to enter into a Limited Liability Company Agreement, to execute the Articles of Organization thereof and to serve as a Member and/or Manager.

7.5 Resignation. Any Trustee may resign by giving thirty (30) days written notice to all of the beneficiaries who are at that time permissible distributees. The Trustee shall give notice to the natural or legal guardian for any legally disabled beneficiary. No resignation shall be

effective until a successor Trustee accepts the office of Trustee and begins serving as the Trustee of the Trust involved.

7.6 Trustees. The following will act as original Trustees, and as successor Trustees in the following order of succession:

- (1) Cassie Danfors and Per-Ole Danfors, to serve together. If either should cease or fail to serve, the survivor shall serve alone.
- (2) Greg Rampton.
- (3) Adam Rampton.
- (4) A Trustee chosen by the majority vote of the issue of the Settlor who have reached the age of 21, with votes distributed by right of representation.

Upon the disability, incapacity or death of the Settlor and Settlor's spouse, the next listed Trustee(s) shall automatically serve in the above order. If a Trustee fails to accept trusteeship or after becoming Trustee fails or ceases to serve as Trustee for any reason, including disability, then the next listed Trustee shall automatically be appointed to serve as Trustee. In the discretion of the current Trustees, the current Trustees may appoint additional Co-Trustees if more than the number of Trustees then serving is desired. A Trustee will be deemed to be disabled if the Trustee's physician writes a letter to the successor Trustee informing the successor Trustee that in the physician's opinion the Trustee is disabled.

Notwithstanding the foregoing, after the death of Settlor and Settlor's spouse, each beneficiary for whom a separate trust is created pursuant to Section 5.2, after they reach the age of 30, may upon his or her request therefore, serve as a Co-Trustee, or as the sole Trustee, of such trust. The beneficiary may make such election by delivering written notice to the current Trustee, including the effective date of his or her appointment, which shall be no sooner than thirty days after the date the notice is delivered.

7.7 Action by Co-Trustees. When more than one Trustee is serving, a majority of the Trustees, whether individual or corporate, shall have the power to make any decision, undertake any action, or execute any document affecting the Trust. In the event of a difference of opinion among the Trustees, the decision of the majority of them shall prevail, but the dissenting Trustee shall not be responsible for any action by the majority pursuant to their decision. If only two (2) Trustees are in office, they must act unanimously. Notwithstanding the above, as long as the Settlor and Settlor's spouse are serving as co-Trustees, either of them acting alone shall have the authority to execute checks or carry out financial transactions on behalf of the Trust.

7.8 Delegation of Authority. A Trustee may from time to time delegate to one or more of the remaining Trustees, specific powers, duties or discretions, provided that the delegation is limited both in time and in the scope of the power, duty or discretion conferred. To be effective, any delegation must be in writing and must be delivered to the delegate or delegates. The delegation shall remain effective for the time specified or until earlier revocation in writing delivered to the delegate or delegates. Anyone dealing with the delegate shall be protected in relying upon the certificate of the Trustee setting forth the terms of the delegation.

In confirmation and affirmation of the foregoing, the Settlor hereby states that the assertion by any Trustee herein above designated that (i) he/she is acting either alone or with another as a qualified Trustee, or (ii) he/she is acting with full delegated powers from a Co-Trustee, shall be sufficient on its face and no person shall be put to further inquiry into the right of such Trustee to so act.

Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certificate.

IN WITNESS WHEREOF, the Settlor and Trustee(s) execute this Certificate of Trust Existence and Authority, this 31 day of July, 2008.

Cassie Danfors
Cassie Danfors, Settlor
and Co-Trustee

Per-Ole Danfors
Per-Ole Danfors,
Co-Trustee

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 31 day of July, 2008, personally appeared before me, a Notary Public in and for said County and State, Cassie Danfors, Settlor and Trustee, and Per-Ole Danfors, Co-Trustee, whose identities are known to me or proven on the basis of satisfactory evidence to be the persons whose names are subscribed to the Certificate of Trust Existence and Authority for The Cassie Danfors Trust, acknowledged to me that Cassie Danfors and Per-Ole Danfors executed the same.

[Signature]
NOTARY PUBLIC



Recorded at the request of
Jared Egley
Time 3:45

MAY 7 2013

SHAUNA T GEDDES, RECORDER
BY Ruth Rowling Deputy
FRANKLIN COUNTY, IDAHO

ACCESS EASEMENT TO SPRING

THIS EASEMENT AGREEMENT ("Easement Agreement") is made and entered into this 7th day of May, 2013, by and between LIN McKAY and SHARLA McKAY, husband and wife, ("McKays") as Grantors and JARED EGLEY and JULIANNA EGLEY, husband and wife, ("Egley's"), Grantees.

1. McKays are the owners of certain real property located in the SW1/4SW1/4 of Section 14, Township 14 South, Range 40 East of the Boise Meridian, Franklin County, Idaho.

2. Egley's are the owners of certain real property described in Exhibit "A" attached hereto. ("Benefitted Real Property").

3. The purpose of this easement agreement is to allow Egley's access to the spring located on the property of McKays in order to maintain, repair and develop said spring in order for the Egley's to maintain a culinary water source for a home on the Benefitted Real Property. Said spring is further described in Claim to Water Right No. 13-4276 filed with the Idaho Department of Water Resources.

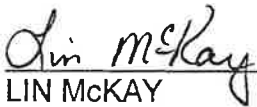
4. For value received, McKays hereby grant and convey to the Egley's a non-exclusive easement for ingress and egress over the property of McKays to maintain, repair, dig, develop or re-develop the spring located in the S1/2SW1/4SW1/4 of Section 14 of Township 14 South, Range 40 East of the Boise Meridian, Franklin County, Idaho.

Said easement is to run from the spring in a Northeasterly direction to a county road known as the "Bear Creek Road", a distance of approximately 700 feet. Use of the easement may be by foot, vehicle or excavation equipment as necessary to inspect, maintain and repair said spring and pipeline running from the said spring.

5. The McKays, on behalf of McKays and their heirs, successors and assigns, purchasers, or transferees of any kind, covenant and agree with the Egleys and the Egleys' heirs, successors, assigns, purchasers or transferees of any kind, that the provisions of this easement agreement shall run with and bind the McKays and their real property, and shall inure to the benefit of, and be enforceable (at law or in equity) by any owner of all or part of, the Benefitted Real Property.

Dated this 7th day of May, 2013.

GRANTOR


LIN MCKAY


SHARLA MCKAY

GRANTEE


JARED EGLEY


JULIANNA EGLEY

EXHIBIT "A"

A parcel of land located in the East one-half of Section 15, Township 14 South, Range 40 East, Boise Meridian, Franklin County, Idaho, and more particularly described as follows:
Commencing at the East Quarter Corner of said Section 15 as depicted on Record of Survey instrument number 230749, from which the Northeast corner of said Section 15 as depicted on said Record of Survey bears North 01° 01' 09" East;
Thence North 89° 11' 54" West 695.30 feet to a 5/8" rebar and cap labeled A.L.S., PLS 9163 at a fence corner the Point of Beginning.
Thence South 16° 34' 00" East 178.92 feet along a fence line to a 5/8" rebar and cap;
Thence South 13° 24' 00" East 84.80 feet along a fence line to a 5/8" rebar and cap;
Thence South 59° 30' 00" West 479.29 feet to a 5/8" rebar and cap at a fence corner;
Thence North 53° 45' 00" West 94.00 feet to a 5/8" rebar and cap at a fence corner;
Thence North 21° 45' 00" West 44.50 feet along a fence line to a 5/8" rebar and cap;
Thence North 29° 00' 00" West 75.80 feet along a fence line to a 5/8" rebar and cap;
Thence North 37° 20' 00" West 81.00 feet along a fence line to a 5/8" rebar and cap;
Thence North 271.03 feet to a 5/8" rebar and cap in a fence line;
Thence South 89° 55' 20" East 459.98 feet along a fence line to a 5/8" rebar and cap;
Thence South 89° 16' 00" East 60.50 feet along a fence line to the Point of Beginning.
Containing approximately 5.0 acres.

STATE OF IDAHO

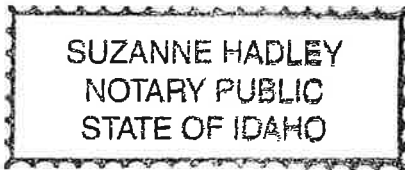
)

) ss.

County of Franklin

)

On this 7th day of May, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared JARED EGLEY and JULIANNA EGLEY, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.



Suzanne Hadley
 NOTARY PUBLIC For State of Idaho
 Residing: *Susan Lake, ID*
 Commission Expires: 8.11.15

STATE OF IDAHO

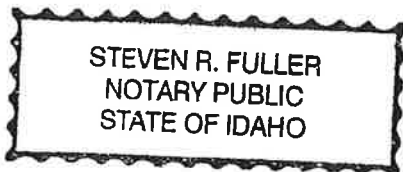
)

) ss.

County of Franklin

)

On this 3rd day of May, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared LIN McKAY and SHARLA McKAY, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Steven R. Fuller
 NOTARY PUBLIC For State of Idaho
 Residing: *Preston, ID*
 Commission Expires: 1-31-17

**CERTIFICATE OF TRUST
EXISTENCE AND AUTHORITY**

TO WHOM IT MAY CONCERN:

On the 31 day of July, 2008, the Settlor established The Per-Ole Danfors Trust with Per-Ole Danfors and Cassie Danfors, serving as duly acting and qualified Co-Trustees of said Trust.

The following provisions are found in said Trust Agreement and may be relied upon as a full statement of the matters covered in such provisions by anyone dealing with any of the original Trustees or their successors:

6.2 Investments. The Trustee may purchase, acquire or retain any kind of investment asset which a Trustee may hold under the law of the jurisdiction in which the Trust is being administered. The Trustee's actions in managing the assets of the Trust Estate shall be measured by the overall performance of the Trust Estate's assets, and not by the performance or lack of performance of individual assets.

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effective until a successor Trustee accepts the office of Trustee and begins serving as the Trustee of the Trust involved.

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- (1) Per-Ole Danfors and Cassie Danfors, to serve together. If either should cease or fail to serve, the survivor shall serve alone.
- (2) Greg Rampton.
- (3) Adam Rampton.
- (4) A Trustee chosen by the majority vote of the issue of the Settlor who have reached the age of 21, with votes distributed by right of representation.

Upon the disability, incapacity or death of the Settlor and Settlor's spouse, the next listed Trustee(s) shall automatically serve in the above order. If a Trustee fails to accept trusteeship or after becoming Trustee fails or ceases to serve as Trustee for any reason, including disability, then the next listed Trustee shall automatically be appointed to serve as Trustee. In the discretion of the current Trustees, the current Trustees may appoint additional Co-Trustees if more than the number of Trustees then serving is desired. A Trustee will be deemed to be disabled if the Trustee's physician writes a letter to the successor Trustee informing the successor Trustee that in the physician's opinion the Trustee is disabled.

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Idaho Department of Water Resources Receipt
Receipt ID: P001990

Payment Amount	\$100.00	Date Received	4/22/2025	Region	PRESTON
Payment Type	Charge Card				
Payer	CASSIE DANFORS				
Comments	PERMIT FILING FEE FOR CASSIE DONFORS. 13-10045 ORDERID: 71090578 LOCAL REFID: W5k/AnSZ6U+xWmsueFQl1w== TOTAL PAID: \$103.50(FEEs: \$3.50) AUTH_CODE: 585247 REC DATE: 4/22/2025 11:35:34 AM MDT				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$100.00	PERMITS	63103	0229	21		1155



Signature Line (Department Representative)

13-10045



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

April 30, 2025

CASSIE DANFORS TRUST
PO BOX 333
PRESTON, ID 83263

RE: Application for Permit No. 13-10045

Dear Applicant:

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 PRESTON CITIZEN on 5/7/2025 and 5/14/2025. 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,

Christina Henman
Administrative Assistant

CC:
CASSIE DANFORS
PO BOX 333
PRESTON, ID 83263

Henman, Christina

From: Henman, Christina
Sent: Wednesday, April 30, 2025 2:27 PM
To: legals@prestoncitizen.com
Subject: Legal Notice for Preston Citizen
Attachments: 13-10045 Preston Citizen.docx

LEGAL NOTICE DEPARTMENT
PRESTON CITIZEN
PO BOX 472
PRESTON, ID 83263

RE: Application for Permit No. 13-10045

Dear Legal Notice Department:

Please publish the enclosed legal notice 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 5/27/2025. Your cooperation is appreciated.

Thank You,



Christina Henman
Administrative Assistant
IDWR, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 525-7161

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

13-10045

CASSIE DANFORS TRUST, PO BOX 333, PRESTON, ID 83263

Point of Diversion SESWSW S14 T14S R40E FRANKLIN County

Source SPRING Tributary BEAR CREEK

Use: DOMESTIC

01/01 to 12/31

0.04 CFS

Total Diversion:

0.04 CFS

Date Filed: 03-17-2025

Place Of Use: DOMESTIC

T14S R40E S15

NESE

Permits will be subject to all prior water rights. For additional information concerning the property location, contact the Eastern office at (208)525-7161; 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, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 5/27/2025. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on 5/7/2025 and 5/14/2025