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Documents

In File

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A65-05532
Date Received: 1/10/1990
Receipt No: X999999
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WILLIAM DENNIS MORRIS 208-365-3884
Address: 1473 SO. SLOPE RD.
EMMETT ID 83617
OR
Name: GEORJEAN M. MORRIS 208-365-3884
Address: 1473 SO. SLOPE RD.
EMMETT ID 83617

2. Date of Priority: APR 1, 1942

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	02W	12	NW	SE			GEM

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.090		5.40

7. Total Quantity Appropriated is:
0.090 C.F.S. (and/or) 5.40 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	02W	12	NW	SE		DOMEST	

11. Place of use in counties: GEM

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 1/21/1986

STATE OF IDAHO

Decree Plaintiff

A & C CORP., ET AL.

vs Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576
Ident. No. *ALW-05532*



ATTACHMENT TO
NOTICE OF CLAIM TO A WATER RIGHT
Department of Water Resources ACQUIRED UNDER STATE LAW

Please type or print clearly:

Name of Claimant(s) *William Dennis Morris or Georgann
M. Morris*

Mailing Address (include Zip Code) *1473 So. Slope Rd
Emmett, Id. 83617*

Phone Number *208 1365-3884*

*Note to reviewer -
no 2nd page came
in w/claim.*

MICROFILMED

SEP 22 1992

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

IDENT. NUMBER: 65-05532

DATE RECEIVED:

RECEIPT NO:

RECEIVED BY: _____

Department of Water Resources

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. NAME: ~~ALDEN RICE~~
ADDRESS: ~~AUXILIARY ROUTE~~
EMMETT, ID 83617

NAME: ~~LOUISE RICE~~
ADDRESS: ~~AUXILIARY ROUTE~~
EMMETT, ID 83617

2. DATE OF PRIORITY: APR 01, 1942

3. SOURCE: GROUNDWATER TRIB. TO:

4. POINT OF DIVERSION:

TOWNSHIP	RANGE	SECTION	1/4 OF	1/4 OF	1/4	LOT	COUNTY
06N	02W	12	NW	SE			GEM

5. DESCRIPTION OF DIVERTING WORKS:

6. WATER IS USED FOR THE FOLLOWING PURPOSES:

PURPOSE	FROM	TO	C.F.S	(OR)	A.F.A.
DOMESTIC	01/01	12/31	0.090		5.40

7. TOTAL QUANTITY APPROPRIATED IS:
0.090 C.F.S. (AND/OR)

5.40 A.F.A.

8. TOTAL CONSUMPTIVE USE IS

ACRE FEET PER ANNUM.

9. NON-IRRIGATION USES:

16. SIGNATURE(S)

(A.) BY SIGNING BELOW, I/WE ACKNOWLEDGE THAT I/WE HAVE RECEIVED, READ AND UNDERSTAND THE FORM ENTITLED "HOW YOU WILL RECEIVE NOTICE IN THE SNAKE RIVER BASIN ADJUDICATION." (B.) I/WE DO ____ DO NOT ____ WISH TO RECEIVE AND PAY A SMALL ANNUAL FEE FOR MONTHLY COPIES OF THE DOCKET SHEET.

NUMBER OF ATTACHMENTS: _____

FOR INDIVIDUALS:

I/WE DO SOLEMNLY SWEAR OR AFFIRM THAT THE STATEMENTS CONTAINED IN THE FOREGOING DOCUMENT ARE TRUE AND CORRECT.

SIGNATURE OF CLAIMANT(S): Donna M. Morris DATE: 1-10-90

DATE: _____

FOR ORGANIZATIONS:

I DO SOLEMNLY SWEAR OR AFFIRM THAT I AM _____ OF

TITLE
_____, THAT I HAVE SIGNED THE FOREGOING
ORGANIZATION
DOCUMENT IN THE SPACE BELOW AS _____ OF

TITLE
_____ AND THAT THE STATEMENTS CONTAINED IN THE
ORGANIZATION
FOREGOING DOCUMENT ARE TRUE AND CORRECT.

SIGNATURE OF AUTHORIZED AGENT

TITLE AND ORGANIZATION

DATE

STATE OF IDAHO)
COUNTY OF ADA) SS.

SUBSCRIBED AND SWORN (OR AFFIRMED) BEFORE ME THIS 10th DAY
OF Jan 19 90

M. C. Gibson
NOTARY PUBLIC

SEAL

RESIDING AT Boise Idaho

MY COMMISSION EXPIRES 9-2-1994
DATE: 10/28/89 7103



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 North Orchard • Boise, Idaho 83706-2239 • (208) 373-0550

Dirk Kempthorne, Governor
C. Stephen Allred, Director

February 4, 2004

CERTIFIED MAIL NO. 71020243684100000093

RECEIVED

FEB 06 2004

Mr. Dennis Morris
Tyler Court 2
1473 South Slope
Emmett, ID 83617

WATER RESOURCES
WESTERN REGION

**RE: DISAPPROVAL OF PUBLIC WATER SYSTEM #3230066
AND REFERRAL FOR ENFORCEMENT ACTION**

This letter is to inform you that as of February 4, 2004, the Department of Environmental Quality (DEQ) Boise Regional Office has disapproved the public water system that serves your facility. This action is being taken due to dangerously low water pressure in the distribution system and a general lack of integrity of the water system components.

Until it is established that your water system is capable of providing safe drinking water, you are to provide bottled water to all residences **free of charge** and in **sufficient quantities** for drinking, cooking, and hygienic purposes.

The water system has been referred for enforcement action, and you will be contacted shortly regarding a Pre-enforcement Conference.

If you have any questions, contact Joe King in this office at (208) 373-0564.

Sincerely,

Steve Stauffer
Drinking Water Analyst

c: Ron Sutcliffe, Attorney General's Office, Boise
Kate Kelly, Administrator, DEQ, Boise Regional Office
Jami Delmore, Southwest District Health Department, Caldwell
David Loper, Southwest District Health Department, Caldwell
Eugene Gunderson, Southwest District Health Department, Caldwell
Jerri Henry, Chemical Rule Manager, DEQ, State Office
Rob Whitney, Senior Water Resource Agent, IDWR, Western Region
Ted Hogander, Plumbing Bureau Chief, Division of Building Safety, Meridian
Dick Linvill, Gem County Prosecutor
Debra K. Lish, Administrator, Gem County Planning and Zoning
Michele Sherrer, Gem County Commissioner



Southwest District Health

Environmental Health Services

920 Main
Caldwell, ID 83605
455-5400
FAX 455-5405

Fax cover sheet

To: Rob Whitney From: David Loper
Fax: 334-2348 Date: 2-3-04
Phone: _____ Pages: 5
Re: _____ CC: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

Jamie
455-5403
David
465-8402

1008 E. Locust
Emmett 83617
365-6371
FAX 365-4729

1155 Third Ave., N.
Payette 83661
642-9321
FAX 642-5098

46 W. Court
Weiser 83672
549-2370
FAX 549-2371

824 S. Diamond
Nampa 83686
465-8400, Ext. 34
FAX 442-2809



Southwest District Health Department

920 Main St. • Caldwell, Idaho 83605 • (208) 455-5300 • Fax (208) 454-7722

1008 E. Locust
Emmett, ID 83617
208/365-6371

824 S. Diamond
Nampa, ID 83686
208/465-8400

1155 3rd. Ave. N.
Payette, ID 83661
208/642-9321

46 W. Court St.
Weiser, ID 83672
208/549-2370

Administration
455-5310

Environmental
Health
455-5400

Family Health
455-5390

General
Support
455-5306

Nutritional
Services
455-5340

Social Services
455-5375

January 30, 2004

CERTIFIED MAIL #7099 3400 0016 6122 0066

Dennis Morris
1473 West South Slope Road
Emmett, ID 83617

Dear Mr. Morris:

RE: NOTICE OF VIOLATION - SEWAGE REGULATION VIOLATION

Onsite investigations on January 26, 28, and 29, 2004, by Southwest District Health (SWDH) determined that sewage is flowing onto the surface of the ground from homes located at Tyler Court Trailer Park, 510 Tyler Road, Emmett, Idaho. Sewage is presently flowing from under mobile homes and being discharged to the ground surface. There is also sewage flowing onto the ground surface due to broken sewer lines.

IDAPA 58.01.03.002.04, 58.01.03.004.01 and 58.01.03.003.13 of the Rules for Individual and Subsurface Sewage Disposal Systems do not allow sewage to discharge onto the ground surface, which creates a public health nuisance. The property owner is required to apply for the appropriate permits and make repairs.

To protect human health, every precaution must be taken by you to immediately restrict human and animal access to the open, above ground sewage and to immediately begin to remove the open sewage from the ground, stabilize wet areas with lime, cover wet areas with soil, and sanitize objects that have come into contact with open sewage. SWDH recommends you make arrangements with a professional contractor that specializes in disaster restoration to provide the above measures.

In the interim, you must repair sewer lines per the Idaho State Plumbing Bureau requirements to channel the sewage into the existing septic tanks and drainfields that are present on-site. If the subsurface sewage disposal systems fail to accept the waste, SWDH will require the septic tanks to be pumped on a daily basis, with documentation sent to SWDH to prevent sewage from discharging to the ground surface or backing into the homes and creating an ongoing public health nuisance.

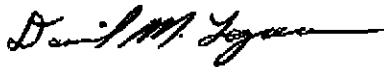
IDAPA 58.01.03.004.05 Failing System. The owner of any failing system shall obtain a permit and cause the failing system's repair as soon as practical after the owner becomes aware of its failure.

Dennis Morris
January 30, 2004
Page 2

Failure to comply with this Notice of Violation is a misdemeanor according to Idaho Code, Chapter 11, Section 39-117, and is punishable by a fine of not more than ten thousand dollars (\$10,000) or one thousand dollars (\$1,000) per day for continuing violations, whichever is greater. Each day of violation constitutes a separate offense.

Should you have further questions, please call (208) 465-8402.

Sincerely,



David M. Loper
Land Development Supervisor

cc: Gene Gunderson, Director, SWDH
Guy Manley, Consumer Protection Supervisor, SWDH
Jami Delmore, Senior Environmental Health Specialist, SWDH
Bob Poertner, Environmental Health Specialist, SWDH
Gem County Commissioners
Debra Lish P&Z Administrator
Dick Linville, County Prosecuting Attorney

**Southwest District Health**

920 Main St. • Caldwell, Idaho 83605 • (208) 455-5300 • Fax (208) 454-7722

1008 E. Locust
Emmett, ID 83617
208/365-6371824 S. Diamond
Nampa, ID 83686
208/465-84001155 3rd. Ave. N.
Payette, ID 83667
208/642-932146 W. Court St.
Weiser, ID 83672
208/549-2370Administration
455-5317Environmental
Health
455-5400Family Health
455-5395General Support
455-5307Nutritional
Services
455-5340

January 30, 2004

Dennis Morris, Owner
Tyler Court
1473 West South Slope Road
Emmett, ID 83617

RE: Declaration of a Public Health Hazard at Tyler Court located at Tyler Road and Cascade Road, Emmett, Idaho.

This letter is to inform you, as the reported owner of Tyler Court, that it has been reported to Southwest District Health that open sewage, broken sewer pipes, potentially failing subsurface septic system(s), and an improperly functioning Public Water System exists at the above identified property. This report has been investigated by Southwest Health District's Environmental Health Services staff and open sewage, broken sewer lines, and an improperly functioning water distribution system have been confirmed in violation of the following public health rules: Idaho Administrative Procedures Act (IDAPA) 58.01.03, Rules for Individual/Subsurface Sewage Disposal Systems, and IDAPA 58.01.08, Idaho Rules for Public Drinking Water Systems. The open sewage and improperly functioning public drinking water system pose an immediate health threat to the residents of and visitors to the identified property.

Under the provisions of Idaho Code §39-414 and the authority vested in me, I am declaring the open sewage and malfunctioning drinking water system at Tyler Court located at Tyler Road and Cascade Road, Emmett, Idaho a PUBLIC HEALTH HAZARD.

To protect human health, every precaution must be taken by you to immediately restrict human and animal access to the open, above ground sewage. You are further directed to take immediate emergency action to remove existing above ground sewage accumulation, effect repairs to prevent additional accumulation of above ground sewage accumulation, and to ensure safe potable drinking water is provided to the residents of Tyler Court.

A drinking water Boil Order has been issued against the Tyler Court drinking water system and the system is being referred to the Idaho Department of Environmental Quality for enforcement action.

Please work with Southwest District Health Environmental Health Services, 465-8402 or 365-6371, for the appropriate permits and guidance to effect permanent repairs. Upon satisfactory resolution of the above cited conditions, this declaration will be rescinded.

Tyler Court
Health Hazard Declaration
Page 2

Should you wish to appeal this declaration, you may do so to the Southwest District Board of Health in concert with the provisions of IDAPA Rule 41.08.01 enclosed.


Eugene G. Gunderson
Director

cc: Ed Mansfield, Chair, Gem County
Board of Commissioners
Richard Linville, Gem County Prosecuting Attorney
Kate Kelly, Director, Boise Region, IDEQ
David Loper, REHS, Environmental Health Supervisor,
Southwest District Health

ACKNOWLEDGMENTS

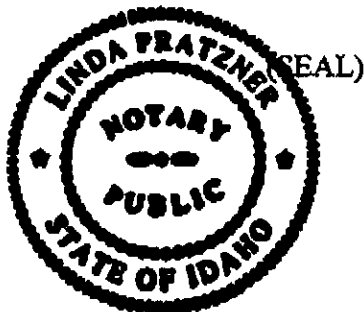
STATE OF IDAHO)

)ss

)

On this 30th day of Jan, in the year of 2004, before me, Linda Pratzner, personally appeared Eugene G. Gunderson, known or identified to me to be the person whose name is Subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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




Notary Public for Idaho
Residing at Caldwell, Idaho Southwest Health Dist
My Commission Expires: 07/25/07

Southwest District Health
Environmental Health
920 Main Street
Caldwell, Idaho 83605
(208) 455-5403 / (208) 455-5405 FAX

To: Rob Whitney Fax: 334-2348

From: Jami Delmore Date: 2/3/2004

Re: Tyler Court Pages: 7 +cover

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle



**Southwest District Health**

920 Main St. • Caldwell, Idaho 83605 • (208) 455-5300 • Fax (208) 454-7722

1008 E. Locust
Emmett, ID 83617
208/365-6371824 S. Diamond
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Tyler Court
1473 West South Slope Road
Emmett, ID 83617

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Tyler Court
Health Hazard Declaration
Page 2

Should you wish to appeal this declaration, you may do so to the Southwest District Board of Health in concert with the provisions of IDAPA Rule 41.08.01 enclosed.


Eugene G. Gunderson
Director

cc: Ed Mansfield, Chair, Gem County
Board of Commissioners
Richard Linville, Gem County Prosecuting Attorney
Kate Kelly, Director, Boise Region, IDEQ
David Loper, REHS, Environmental Health Supervisor,
Southwest District Health

ACKNOWLEDGMENTS

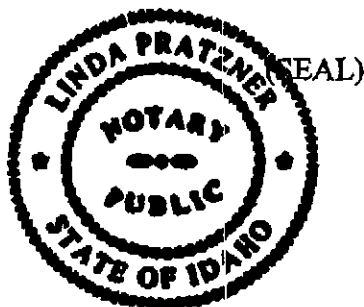
STATE OF IDAHO)

)ss

)

On this 30th day of Jan, in the year of 2004, before me, Linda Pratzner, personally appeared Eugene G. Gunderson, known or identified to me to be the person whose name is Subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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




Notary Public for Idaho
Residing at Caldwell, Idaho Southwest Health Dist
My Commission Expires: 07/25/07

Table of Contents

41.08.01 - RULES GOVERNING APPEAL FROM ADMINISTRATIVE DECISION AND REQUEST FOR HEARING

000. LEGAL AUTHORITY	2
001. TITLE AND SCOPE	2
002. WRITTEN INTERPRETATIONS.	2
003. DEFINITIONS	2
004. APPLICABILITY	3
005. -- 010. (RESERVED).	3
011. APPEAL OF STAFF MEMBER DECISION.	3
012. BASIS FOR APPEAL OF STAFF MEMBER DECISION.	3
013. PROCEDURE FOR APPEAL OF STAFF MEMBER DECISION.	3
014. REVIEW BY THE SUPERVISOR OR DIVISION DIRECTOR.	4
015. APPEAL OF THE SUPERVISOR'S OR DIVISION DIRECTOR'S DECISION.	4
016. REVIEW BY THE DISTRICT DIRECTOR.	4
017. APPEAL OF THE DISTRICT DIRECTOR'S DECISION.	4
018. REVIEW BY THE BOARD OF HEALTH.	4
019. -- 999. (RESERVED).	4

**IDAPA 41
TITLE 08
CHAPTER 01**

**41.08.01 - RULES GOVERNING APPEAL FROM ADMINISTRATIVE
DECISION AND REQUEST FOR HEARING**

000. LEGAL AUTHORITY.

Title 39, Chapter 4 and Title 39, Chapter 36, Idaho Code, grants authority to Public Health Districts to adopt rules, regulations and standards to protect the environment and health of the Public Health Districts. (7-1-98)

001. TITLE AND SCOPE.

01. Title. These rules shall be known as Public Health District, "Appeal from Administrative Decision and Request for Hearing". (7-1-98)

02. Scope. The provisions of these rules establish the procedure for appeal from administrative decision and request for hearing. (7-1-98)

002. WRITTEN INTERPRETATIONS.

In accordance with Section 67-5201(19)(b)(iv), Idaho Code, this agency has written statements which pertain to the interpretation of the rules of this chapter. (7-1-98)

003. DEFINITIONS.

01. Board Of Health. Means the Board of Health for Public Health Districts 2, 3, 4, 5, 6, and 7. (7-1-98)

02. District Director. Means the District Director of Public Health Districts 2, 3, 4, 5, 6, and 7. (7-1-98)

03. District Health Department. Means the jurisdictional public health district as defined in Section 39-408, Idaho Code. (7-1-98)

04. Division Director. Means any of the Division Directors for Public Health Districts 2, 3, 4, 5, 6, and 7. (7-1-98)

05. Record. Means the Hearing Record as cited in IDAPA 16, Title 05, Chapter 03, Subsection 100.08. The Board, Director, or Hearing Officer and the Hearing Coordinator must arrange for a record to be made of the contested case hearing. The record must be a verbatim record and it shall be magnetically recorded by two (2) recording devices, unless a Party requests a stenographic recording by a certified court reporter, in writing, at least seven (7) days prior to the date of hearing. The record shall be transcribed at the expense of the Party requesting a transcription and prepayment or guarantee of payment may be required. Once a transcription is requested, any Party may obtain a copy at the Party's own expense. The recorded proceedings will be provided to the Hearings Coordinator for inclusion into the record. The Department shall maintain an official record of each contested case for a period of not less than six (6) months after the expiration of the last date for judicial review, unless otherwise provided by law. The record shall include all notices of proceedings, pleadings, motions, briefs, petitions and intermediate rulings, evidence received or considered, any oral or written statements allowed by the hearing officer, statement of matters officially noticed, offers of proof and objections and rulings thereon, the recording of the proceedings or any transcript of all or part of the proceedings, staff memoranda or data submitted to the hearing authority in connection with the proceedings, and any recommended order, preliminary order, final order or order on reconsideration. (7-1-98)

06. Staff Member. Means any of the staff members of Public Health Districts 2, 3, 4, 5, 6, and 7. (7-1-98)

07. Supervisor. Means any of the supervisors of Public Health Districts 2, 3, 4, 5, 6, and 7. (7-1-98)

**IDAHO ADMINISTRATIVE CODE
Public Health Districts****IDAPA 41.08.01 - Appeal from Administrative
Decision and Request for Hearing****004. APPLICABILITY.**

These rules are applicable to the citizens and district health departments of Public Health Districts 2, 3, 4, 5, 6, and 7. (7-1-98)

005. -- 010. (RESERVED).**011. APPEAL OF STAFF MEMBER DECISION.**

01. Citizen Appeal. Any citizen aggrieved by a decision made by a staff member of the District Health Department may submit an administrative appeal to the District Health Department supervisor for review. (7-1-98)

02. Limitation Of Time Periods. The individual program rules for time limitations within which certain actions must be taken or documents filed shall be followed. In the event there is no provision in the Idaho Code or other specific rule, a party shall have thirty-five (35) days from the receipt of an adverse order or notice of decision to file an appeal of any adverse order or notice of decision. (7-1-98)

03. Format For Appeal. All administrative appeals shall be made in writing, and shall contain the following information: (7-1-98)

- a. The nature of the decision upon which the appeal is brought, including the code, ordinance, rule, or policy cited by the Staff Member to support the decision. (7-1-98)
- b. The ruling or decision desired by the appellant. (7-1-98)
- c. A statement identifying the code, ordinance, rule, or policy which supports the citizen's position. (7-1-98)
- d. The reason(s) why the citizen believes the code, ordinance, rule or policy has been misapplied. (7-1-98)

012. BASIS FOR APPEAL OF STAFF MEMBER DECISION.

01. Supervisor Or Division Director Role. Each appeal request shall be submitted to a supervisor or Division Director who shall determine whether the issue raised is tied to application of a statute, policy, or rule administered by the District Health Department, or whether the issue involves the substance of any statute, policy or rule. (7-1-98)

02. Criteria For Appeal. An appeal is appropriate only in the instance of alleged misapplication of a state or health district statute, rule or policy. (7-1-98)

013. PROCEDURE FOR APPEAL OF STAFF MEMBER DECISION.

01. Hearing Schedule. Within five (5) days of receipt of an administrative appeal, the staff member whose decision is being appealed shall assist the citizen to schedule a hearing before the supervisor or Division Director as soon as the appeal can be accommodated. (7-1-98)

02. Fee. No fee shall be charged to any appeal applicant whose case shall be brought before the supervisor or Division Director. (7-1-98)

03. Staff Member Representation. The staff member whose decision has been challenged shall be present. (7-1-98)

04. Length Of Presentations. Presentations shall be limited to ten (10) minutes for each citizen and ten (10) minutes for the staff member, unless extraordinary circumstances require otherwise as determined by the supervisor or Division Director. (7-1-98)

05. Reports. The staff member or citizen may submit a written explanation for the supervisor's or

**IDAHO ADMINISTRATIVE CODE
Public Health Districts****IDAPA 41.08.01 - Appeal from Administrative
Decision and Request for Hearing**

Division Director's consideration prior to the start of the hearing. A copy of any staff member explanation shall be provided to the citizen at the time it is prepared for presentation to the supervisor or Division Director. (7-1-98)

014. REVIEW BY THE SUPERVISOR OR DIVISION DIRECTOR.

01. **Decision.** Within five (5) days after hearing the request of a citizen, the supervisor or Division Director shall affirm the staff member's decision, reverse the decision, or affirm the decision conditionally. (7-1-98)

02. **Format.** The decision in any such appeal shall be made in writing and shall set forth the reasons thereof. (7-1-98)

015. APPEAL OF THE SUPERVISOR'S OR DIVISION DIRECTOR'S DECISION.

01. **District Director Role.** An appeal of the supervisor's or Division Director's decision may be taken to the District Director of the District Health Department, solely upon the record compiled in accordance with this procedure. (7-1-98)

02. **Format.** Said appeal may be accompanied by a written explanation of the basis for appeal, not exceeding two (2) typewritten pages. (7-1-98)

03. **Options.** The District Director may request more information or may schedule oral presentations, if desired. (7-1-98)

016. REVIEW BY THE DISTRICT DIRECTOR.

01. **Decision.** Within five (5) days after reviewing the request of a citizen, the District Director shall affirm the supervisor's or Division Director's decision, reverse the decision, or affirm the decision conditionally. (7-1-98)

02. **Format.** The District Director's decision in any such appeal shall be made in writing and shall set forth the reasons thereof. (7-1-98)

017. APPEAL OF THE DISTRICT DIRECTOR'S DECISION.

01. **Board Of Health Role.** An appeal of the District Director's decision may be taken to the Board of Health of the District Health Department, solely upon the record compiled in accordance with this procedure. (7-1-98)

02. **Format.** Said appeal may be accompanied by a written explanation of the basis for appeal, not exceeding two (2) typewritten pages. (7-1-98)

03. **Options.** The Board may request more information or may schedule oral presentations, if desired. (7-1-98)

04. **Final Agency Appeal.** The Board of Health's decision shall be final in matters subject to the appeal procedure outlined herein. (7-1-98)

018. REVIEW BY THE BOARD OF HEALTH.

01. **Board Of Health Decision.** After reviewing the request of a citizen at the next scheduled board meeting after the request is received, within five (5) days the Board of Health shall affirm the District Director's decision, reverse the decision, or affirm the decision conditionally. (7-1-98)

02. **Format.** The Board of Health decision in any such appeal shall be made in writing and shall set forth the reasons thereof. (7-1-98)

03. **Further Appeal.** Further appeal outside the agency may be authorized by provisions of Idaho code and IDAPA. (7-1-98)

019. -- 999. (RESERVED).

Subject Index

A

Appeal Of Staff Member Decision,
District Health Department 3
Appeal Of The District Director's
Decision, District Health
Department 4
Appeal Of The Supervisor's Or Division
Director's Decision, District Health
Department 4

B

Basis For Appeal Of Staff Member
Decision, District Health
Department 3
Board Of Health 2
Board Of Health Decision 4
Board Of Health Role, Appeal Of The
District Director 4

C

Citizen Appeal, Decision Made By
District Health Staff Member 3

D

Definitions, IDAPA 41.08.01, Appeal
From Administrative Decision &
Request For Hearing 2

F

Format For Appeal, Administrative
Appeal: 5
Further Appeal, Outside Of The
Agency 4

P

Procedure For Appeal Of Staff Member
Decision, District Health
Department 3

R

Record, Hearing, District Health
Department 2
Review By The Board Of Health 4
Review By The District Director,
District Health Department 4
Review By The Supervisor Or Division
Director, District Health
Department 4

S

Staff Member Representation, District
Health Department 3
Supervisor Or Division Director Role,
District Health Department 3

04/26/2001

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-5532

NAME AND ADDRESS: GEORJEAN M MORRIS
WILLIAM DENNIS MORRIS
1473 W SOUTH SLOPE RD
EMMETT, ID 83617

SOURCE: GROUND WATER

QUANTITY: 0.09 CFS
5.4 AFY

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED
13,000 GALLONS PER DAY.

PRIORITY DATE: 04/01/1942

POINT OF DIVERSION: T06N R02W S12 NWSE Within GEM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	1-01 12-31	0.09 CFS 5.40 AFY

DOMESTIC USE IS FOR 1 HOME & 5 MOBILE HOMES.

PLACE OF USE:

DOMESTIC Within GEM County
T06N R02W S12 NWSE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE
EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE
ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER
THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6),
IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

PARCEL NO. 3360.00 2, PROPERTY IS ALSO KNOWN AS LOT 39, MAP
A.

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: April 13, 2001

Water right number: 65-5532

WILLIAM DENNIS MORRIS
1473 W SOUTH SLOPE RD
EMMETT ID 83617
Telephone Number: (208)365-3884

GEORJEAN M MORRIS
1473 W SOUTH SLOPE RD
EMMETT ID 83617
Telephone Number: (208)365-3884

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

Domestic use for 1 home, 5 mobile homes.

3. Give a brief explanation as to why you disagree with these portions:

 I AGREE with this proposed recommendation: no changes need to be made.

DATE: 4-8-2001 SIGNATURE: *Wm Dennis Morris Jr.*
Please print your name: Wm Dennis Morris Jr.

IDWR Regional Office, 2735 Airport Way, Boise, ID 83705, (208) 334-2190

WR5809NP
No. 65-05532

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 01/05/98
PAGE: 8

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	ALDEN RICE	04/01/1942	DOMESTIC	01/01 12/31	0.090 CFS	5.40 AFA
C	LOUISE RICE AUXILIARY ROUTE EMMETT ID 83617					
TOTAL DIVERSION:					0.090 CFS	5.40 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: DECREED

Point(s) of Diversion:

T06N R02W S12

NWSE

GEM County

Place of use Legal Description for: DOMESTIC

NE				NW				SW				SE			
T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac									
06N	02W	12	:	:	:	:	:	:	:	:	:	:	:		

Polu County: GEM

Dates: App. Received:
Proof Due Date:
Exam Made Date:
Licensed Date:

Priority Date: 04/01/1942
Proof Made Date:
Exam Sent to S.O.:

Misc: Water District Number: 65

Field Exam Fee:

Audit: 04/02/86 04/30/88 CONVERT

C18
N11
N13

DOMESTIC use is for: 1 HOME & 5 MOBILE HOMES.
CLARIFICATION TO PRBA HAD LISTED 1 HOME &
7 RENTAL CABINS & APARTMENTS.
THE CLARIFICATION IS JUSTIFIED BECAUSE ACTUAL
USE FOR CABINS (7) WOULD BE LESS THAN
5 MOBILE HOMES AND APARTMENTS AS SHOWN
ON PRBA CLAIM.
SENT NEW COPY
4-26-01

QUITCLAIM DEED

GRANTOR, WM. DENNIS MORRIS and GEORJEAN M. MORRIS, husband and wife, of Emmett, County of Gem, State of Idaho, for a good and valuable consideration, the receipt of which is hereby acknowledged do REMISE, RELEASE and forever QUITCLAIM unto WALTER G. WHEELER and CAROLE WHEELER, husband and wife, whose current address is 1106 South Washington Avenue, Emmett, County of Gem, State of Idaho, as GRANTEE, and to Grantee's heirs and assigns forever, all of the following described real estate, situated in Gem County, State of Idaho, to-wit:

A tract of land in the NW1/4 of the SE1/4 of Section 12, Twp. 6 N., R. 2 W.B.M., described as follows:

From the SE1/4 corner of said Section 12, Twp. 6 N., R. 2 W.B.M., run North on the 1/4 line 1733.27 feet, to the point of beginning, run thence East 250 feet; thence N. 4°00'E. 190 feet; thence East 43 feet; thence North to the South line of the County road on a straight line which lies 2 feet East of a certain fireplace and 2 feet East of a certain cabin called Cabin No. 1; thence on the South line of said county road S. 75°31'W. to said 1/4 section line; thence South on said 1/4 section line 244.73 feet to said point of beginning, in Gem County, Idaho.

Including all water and ditch rights appurtenant thereto or used in connection therewith. Subject to easements and rights-of-ways, and all road and ditch rights-of-ways.

Said tract of land including all water and ditch rights appurtenant to or used in connection with the properties conveyed hereby.

Said tract of land subject to rights of way or easements of record or in use.

Subject to such rights, easements, restrictions and zoning regulations as appear of record or by use upon the premises.

Grantor does hereby acknowledge that it is the intention of this instrument to convey not only its entire present interest in the above described property, but also any, every and all right, title and interest after acquired by Grantor, its heirs and assigns.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, feminine and the neuter.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set its hand this 2nd day of January, 1988.

WM. DENNIS MORRIS
WM. DENNIS MORRIS

GEORJEAN M. MORRIS
GEORJEAN M. MORRIS

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into as of this 2ND day of JANUARY, 1989, by and between WALTER G. WHEELER and CAROLE WHEELER, husband and wife, of Emmett, County of Gem, State of Idaho, herein referred to as Seller and WM. DENNIS MORRIS and GEORJEAN M. MORRIS, husband and wife, of Emmett, County of Gem, State of Idaho, hereinafter referred to as Buyer.

W I T N E S S E T H

Singular terms used herein shall be read and interpreted as if written in the plural when the agreement so requires or permits. Likewise masculine, neuter and feminine terms shall be interpreted as being interchangeable so as to give reasonable sense and meaning to the terms and covenants herein.

PROPERTY: For and in consideration of the mutual covenants and agreements herein contained, to be kept and performed by the parties hereto, it is mutually agreed as follows: Seller hereby agrees to sell to Buyer, and Buyer covenants and agrees to purchase from Seller, the following described real property situated in the County of Gem, State of Idaho, to-wit:

A tract of land in the NW1/4 of the SE1/4 of Section 12, Twp. 6 N., R. 2 W.B.M., described as follows:

From the S1/4 corner of said Section 12, Twp. 6 N., R. 2 W.B.M., run North on the 1/4 line 1733.27 feet, to the point of beginning, run thence East 250 feet; thence N. 4°00'E. 190 feet; thence East 43 feet; thence North to the South line of the County road on a straight line which lies 2 feet East of a certain fireplace and 2 feet East of a certain cabin called Cabin No. 1; thence on the South line of said county road S. 75°31'W. to said 1/4 section line; thence South on said 1/4 section line 244.73 feet to said point of beginning, in Gem County, Idaho.

Including all water and ditch rights appurtenant thereto or used in connection therewith. Subject to easements and rights-of-ways, and all road and ditch rights-of-ways.

Said tract of land including all water and ditch rights appurtenant to or used in connection with the properties conveyed hereby.

Said tract of land subject to rights of way or easements of record or in use.

PURCHASE PRICE: It is agreed by and between the parties that the purchase price for said realty, improvements and personal property included in this sale, is the sum of SEVENTY THOUSAND DOLLARS (\$70,000.00) together with interest on that part of the purchase price remaining from time to time unpaid at the rate of 10% per annum from January 2, 1989, which is payable as follows:

(a) The sum of THREE THOUSAND DOLLARS (\$3,000.00) due on the execution hereof;

(b) The sum of SIXTY-SEVEN THOUSAND DOLLARS (\$67,000.00) together with interest thereon at the rate of 10% per annum from January 2, 1989, as follows:

The sum of THREE HUNDRED FIFTY DOLLARS (\$350.00) shall be paid on or before the 1st day of FEBRUARY, 1989, the sum of SIX HUNDRED FORTY-SIX DOLLARS THIRTY-NINE CENTS (\$646.39) shall be paid on or before the 1st day of MARCH, 1989, and the sum of \$646.39 shall be paid on or before the 1st day of each month thereafter until the deferred balance together with interest is paid in full;

(c) Each payment shall be applied first to the interest accrued to date of payment and secondly to the principal;

(d) Buyer shall have the right to prepay all or any portion of the deferred balance of the purchase price at any time. Any prepayment made by Buyer shall not reduce the amount or alter the frequency or date of payments described hereinabove.

(e) In any event, the entire deferred balance together with interest thereon shall be paid no later than January 2, 2009.

POSSESSION: It is agreed that Buyer shall take possession of said property upon the 2nd day of JANUARY, 1989, and shall thereafter be entitled to retain and enjoy said property so long as Buyer complies with the conditions and provisions of this agreement.

WASTE: It is agreed that the Buyer, at Buyer's own expense, will keep improvements on said property in good condition and repair, reasonable wear and tear excepted, and that Buyer shall not commit nor permit waste or damages thereto.

TAXES AND ASSESSMENTS: All taxes and assessments levied and assessed on said described premises for the years prior to 1989 shall be paid by the Seller. All taxes now or hereafter levied and assessed on said premises for the year 1989 shall be prorated between the parties as of the January 1, 1989, each party to pay his proportionate share thereof. All taxes and assessments levied and assessed on said premises for the years subsequent to the year 1989 shall be paid by the Buyer before the same become delinquent.

PERSONAL PROPERTY: It is agreed that the personal property being sold hereby consists of all appliances, furniture and personal property located in mobile homes and structures on the property hereinabove described which do not belong to tenants. That property includes, but is not limited to the personal property set forth on Exhibit A which is attached hereto and incorporated herein by reference as if set out in full.

MOBILE HOMES: Mobile homes are included in this transaction. The mobile homes shall be considered a part of the real property and not personal property for all purposes under this transaction. None of the mobile homes shall be removed from the premises without first obtaining the written permission of Sellers so long as Buyers owe any amounts under this agreement. The parties understand that LEWIS FULLER now holds the title to these mobile homes as collateral for amounts owed LEWIS FULLER by Sellers. At the time Sellers obtain possession of the titles to

the mobile homes, the titles shall be placed in the name of the Buyers and Sellers shall be shown as a lienholder and the titles shall be placed in the escrow. The titles, together with signed release of liens shall be placed in escrow and delivered according to the escrow instructions. It is agreed that for each principal reduction in the amount of \$2,500.00 below the deferred balance of \$67,000.00, the Buyers shall be entitled to the release of a mobile home title and release of any security interest on the contents of the mobile home. The mobile homes which are the subject of this transaction are more particularly described on Exhibit B which is attached hereto and incorporated herein by reference as if set out in full.

SECURITY INTEREST: Buyer hereby grants to Seller a security interest in the personal property described in the paragraph captioned "PERSONAL PROPERTY" to secure the performance of this agreement and payment of the amount owed under this agreement. Buyer agrees to sign a financing statement and any other documents required to perfect the security interest of Seller in this property. In the event of a default which is not cured within the time stated under this agreement, Seller shall have all of the rights of a secured party under the Uniform Commercial Code as enacted in Idaho. In the event of a default which is not cured, Seller shall specifically have the right to take possession of the described personal property and retain possession of the personal property and real property as well as all payments made hereunder.

PREMISES INSPECTED: Buyer represents that it has thoroughly inspected the premises and all parts thereof and accepted the same AS IS and that there are no warranties, expressed or implied except as herein specified, if any. It is further specifically provided that neither the Seller, nor its assigns, shall be held to any covenant respecting the condition of any improvements on said premises or any of the property or to any agreement for alteration, improvements or repairs not included in this agreement.

Said property is conveyed AS IS as to existing boundary fences, if any, after reasonable inspection by the Buyer and the Seller does not make any representations or warranties as to the qualifications or suitability of said land for any purpose.

ESCROW: It is agreed that TREASURE VALLEY BANK, Emmett, Idaho, shall act as escrow agent for each of said parties and that the initial escrow deposit fee shall be divided equally between Seller and Buyer, and that all subsequent escrow collection and disbursement charges shall be divided equally between Seller and Buyer.

The escrow instructions shall constitute directions and instructions to said escrow agent with respect to such escrow agent. The said deferred balance of the purchase price and interest thereon shall be paid by the Buyer to said escrow agent to the credit of the Seller. Buyer shall pay its share of escrow fees in addition to payments on the deferred balance.

WARRANTY DEED: Seller shall deposit with the escrow agent hereunder a good and sufficient warranty deed conveying said property to the Buyer which instrument shall be delivered to the Buyer upon final payment under the terms of this agreement as herein mentioned; or upon default hereunder, as hereinafter provided, redelivered to Seller.

QUITCLAIM DEED: Buyer shall deposit with the escrow holder hereunder a quitclaim deed reconveying the subject property to Seller, and it is agreed that in the event of default by Buyer, not cured within the time herein provided after notice of default, the escrow agent is authorized to deliver said quitclaim deed to Seller to be recorded, in order that any interest Buyer may have had in the subject property may be cleared of record. The recording of such quitclaim deed from Buyer to Seller shall be conclusive proof, as against the Buyer, and Buyer's heirs, personal representatives, successors and assigns that Buyer has defaulted in the performance of this agreement and that all procedures set forth herein for sending of such notice of

default, rescission of this agreement, and the termination of Buyer's rights to continue the purchase and a continued possession of the property have been fully and completely complied with by Seller, it being recognized and agreed that if Buyer claims any defect in such notice of default or procedures, or if Buyer claims any equitable interest in the property described herein, Buyer shall and must commence a legal action to assert such claims, if any, prior to the expiration of the time herein provided for correcting defaults and delivery of said quitclaim deed by the escrow agent after notice of default is given as herein provided and unless said action is commenced within such period of time, all such claims are waived by Buyer. If Buyer shall not default in the performance of this agreement, said quitclaim deed shall be delivered to Buyer along with the other documents held in escrow to which Buyer shall be entitled, and Buyer shall destroy said Quitclaim Deed.

INSURANCE: It is agreed that the Buyer shall provide fire and casualty insurance protection for the premises in an amount not less than \$50,000.00. The policy shall be payable to the parties including LEWIS FULLER as their respective interests may appear. The proceeds of any insurance, at Buyer's option, shall be applied toward the replacement of the property, or payment of the obligation. The Buyer shall make its election within ninety (90) days after the property is damaged, and if the Buyer does not make its election within this period, the Seller shall make the election as to how the proceeds of insurance will be applied. Proof of current insurance in the required amount shall be deposited with the closing agent and kept current with the escrow agent at all time during the term of this agreement.

LIABILITY INSURANCE: Buyers are responsible for obtaining liability insurance in an amount not less than \$ _____ per individual and \$ _____ per occurrence. This policy shall protect Sellers against any liability associated with the use or possession of the premises. Sellers shall be named as

additional insureds on this policy and proof of insurance shall be kept current with the Sellers at all times until the amounts owed under this agreement have been paid in full.

TITLE INSURANCE: After the principal balance has been reduced to \$62,000.00, Seller shall, at its own expense, furnish to the Buyer a title insurance policy insuring title to said premises for conveyance to the Buyer in an amount of \$ 45,000.00. If said title insurance policy shall not commit such title insurance company to insure title to said premises without exception, excepting those set forth in this agreement, and the standard exceptions of such title insurance policy, then the Buyer shall, in writing, set forth the particulars wherein such title insurance policy shall not commit such title insurance company to so insure title and Seller upon receiving such notice shall diligently undertake and consummate such acts and proceedings to cause title insurance to be issued insuring such title as herein set forth, such proceedings to be completed within six (6) months after receipt of such notice. Title defects not specified in such notice or within twenty (20) days after receipt by the Buyer of title insurance policy will be deemed to have been waived by the Buyer.

ENCUMBRANCE: It is understood and agreed between the parties that the above described premises are subject to the following encumbrances:

- Amount owed LEWIS FULLER in the approximate amount of TWENTY-NINE THOUSAND ONE HUNDRED DOLLARS (\$29,100.00).

Seller agrees to pay all of the remaining payments of principal and interest due under said encumbrances, promptly when the same are required to be paid. In the event Buyer prepays all or any portion of the balance owing to Seller, Seller agrees to so much of the prepayment on the described encumbrance as is necessary to insure that the amount owed under this agreement is always greater than the amount owed under the encumbrance. Seller shall be responsible for making said payments on the

encumbrance and no amount of the payments made under this agreement shall be remitted directly to LEWIS FULLER. In any event, Seller shall pay said encumbrance in full at the time Buyers pay the amount owed under this agreement.

REAL ESTATE LICENSE: It is understood by and between the parties hereto that Sellers are both licensed real estate agents in the State of Idaho and that they are dealing with the property which is the subject of this sale as their own property, and that Buyer is not concerned with whether or not the Sellers make a profit or loss as a result of this transaction.

RESERVED: It is expressly agreed that title to the said property and any improvements thereon, or to be placed thereon, is specifically reserved in the Seller until Buyer complies with all covenants herein contained or assumed.

LIENS: It is agreed that the parties shall not suffer or allow any liens to be placed on said property during the term of this agreement, without first obtaining written permission of the other party. This paragraph does not prohibit an assignment or sale of the premises or contract, as long as said sale or assignment is made subject to the terms and conditions herein contained, and with the further understanding that neither party is released from any covenants herein contained without a written release to that specific effect.

It is agreed and understood that the Buyer is not acting as the agent or servant of the Seller and the Buyer does further agree that it will not hold itself out to be the agent or servant of Seller.

TIME IS OF THE ESSENCE AND DEFAULT: Time and punctuality of payment are of the essence and a material part of this agreement; and in the event Buyer shall default in the performance of the terms of this agreement, Seller shall cause notice in writing to be given to Buyer, specifying the manner in which such default occurred. Said notice shall be given in accordance with the escrow instructions. The notice shall be addressed to Buyer at

1473 South Slope Road, Emmett, Idaho 83617, or such other address as Buyer shall request in writing, and the notice shall be served upon the Buyer by depositing the notice in any United States Post Office, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the Post Office as aforesaid. If Buyer shall fail to cure such default within thirty (30) days after the service of such notice as aforesaid, then Seller may elect to:

a. Declare the entire unpaid balance on the agreement, including principal, interest, taxes, assessments, attorney fees and any other sums owing Seller to be immediately due and owing and

b. Elect to either:

(1) Bring suit to establish the balance owing hereunder as a debt due Buyer to Seller and to foreclose this agreement as a real estate mortgage securing said debt, in accordance with the laws of the State of Idaho, relating to the foreclosure of real estate mortgages, including the right to a deficiency judgment; no notice to Buyer of election to pursue this course of action is required prior to suit, or

(2) Declare this agreement to be terminated due to said default. In that event, this agreement shall be immediately terminated and Buyer shall forfeit all rights to said premises, and all payments made hereon shall be retained by Seller as liquidated damages for the breach of this agreement. In that event, Buyer agrees to immediately surrender the possession of the premises and to any improvements made thereon, which improvements shall attach to and become a part of the real property and shall be retained as liquidated damages. If notice of election of this remedy is not given in the notice of default, then an additional certified mail notice of the election terminate the agreement shall be given and Buyer agrees to immediately vacate the premises upon receipt of the notice.

c. To pursue any other remedy in law or equity to enforce the performance of this agreement, or to recover damages for breach thereof.

d. In the event that it becomes necessary for either of the parties to place this agreement in the hands of an attorney for enforcement of its rights hereunder, then the defaulting party agrees in such case to pay a reasonable attorney fee incurred by the prevailing party, and shall further pay the costs of preparation of any default notice in the amount of seventy-five dollars (\$75.00) plus the escrow agent's fees for each such notice, which sum shall be added to the balance due under the terms of this agreement, and payment of which shall be necessary to cure any default specified in such notice.

FORBEARANCE: It is further expressly understood and agreed that acceptance by Seller of any payments of the principal, interest or repayment of any taxes after the same may have been past due, or after Buyer may have defaulted under this agreement in any particular whatever, or any forbearance of any kind that may be granted or allowed by Seller to Buyer under this agreement shall not in any wise be deemed or construed or considered as waiving or surrendering any of the conditions or covenants of this agreement or of any subsequent default that may be made by the Buyer. It is further expressly agreed that any delay in enforcing the performance of any of the provisions of this agreement shall not operate to waive, or be a waiver of, the right of Seller to enforce any provisions of this agreement, in accordance with its terms.

ATTORNEY FEES: The parties acknowledge that this agreement, the accompanying escrow instructions, deeds and other documents were prepared by an attorney for the Seller, and that Buyer was invited to seek its own legal counsel. The parties agree that Seller paid the costs of preparation thereof, and Buyer shall reimburse Seller for one-half of its costs.

HEIRS AND ASSIGNS: This agreement shall be binding upon the heirs, administrators, executors, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused their names to be written, all as of the date and year herein first above written.

SELLER:

BUYER:

Walter G. Wheeler
WALTER G. WHEELER

Wm Dennis Morris
WM. DENNIS MORRIS

Carole Wheeler
CAROLE WHEELER

Georjean M. Morris
GEORJEAN M. MORRIS

STATE OF IDAHO)
) ss.
County of Gem)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public for Idaho, personally appeared WALTER G. WHEELER and CAROLE WHEELER, husband and wife, known 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 affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at Emmett, Idaho

STATE OF IDAHO)
) ss.
County of Gem)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public for Idaho, personally appeared WM. DENNIS MORRIS and GEORJEAN M. MORRIS, husband and wife, known 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 affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho.
Residing at Emmett, Idaho

Page 8554
Case 100

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM

IN THE MATTER OF THE GENERAL DETERMINATION OF THE RIGHT TO THE USE OF THE SURFACE AND GROUND WATERS OF THE PAYETTE RIVER DRAINAGE BASIN

NOTICE OF CLAIM

IDENT. NO.

MAP NO.

TO A

WATER RIGHT

6

65-5532

Notice is hereby given that Alden and/or Louise Rice

(Name of Claimant)

Aux. Rte., Emmett, Idaho 83612 claims a right to the diversion and beneficial use of the surface or groundwater, of or tributary to the Payette River;

The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use, or date that permit was issued) 4/1/1942
- (2) Describe source of water: (Name of stream, lake, spring, etc., or subterranean) Groundwater
- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed: (Both Dates inclusive)
- 5.4 Use Domestic Period of Use From 1/1 To 12/31
(Domestic, irrigation, stock, etc.) (Mon. Day) (Both Dates Inclusive) (Mon. Day)
- Use Period of Use From To
(Domestic, irrigation, stock, etc.) (Mon. Day) (Both Dates Inclusive) (Mon. Day)
- Use Period of Use From To
(Domestic, irrigation, stock, etc.) (Mon. Day) (Both Dates Inclusive) (Mon. Day)
- (4) Quantity of water claimed: .09 Cubic Feet Per Second, or Acre Feet Per Annum, and/or Gals. Per Minute.
- (5) A) Point of Diversion: Give location of point where water is diverted from its source. NW 1/4 SE 1/4 Sec. 12 Twp. 6N Rge. 2W B.M.: additional points:
- B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.) Give sizes and capacities; be as specific as possible. Well w/ pump
- (6) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6N	2W	12																	X

Total No. of acres 5

- B) If water is used for other than irrigation, fully describe that use, being as specific as possible: Domestic household, 7 rental cabins, apartments and lawn irrigation of .5 acres.
Assume that a rental cabin uses 1/2 normal cabin water. 1.2 x 1/2 = .6 acres
- (7) Effluent, sewage waste, or return water from this use is discharged into: Septic tank and seepage
- (8) If you are claiming water as a member of an organization, list name of organization:
- (9) Remarks: Lot 39, Map A, SE 1/4 12, 1"=200'
- (10) Basis of claim (Check one) ☒ A) Right based on diversion and beneficial use.
☐ B) Right decreed by court, cite title of case
☐ C) Right based on application, license, or claim filed with State Reclamation Engineer, Office No.:

Be it known that the undersigned, after being duly sworn on oath, depose(s) and say(s) that all statements included herein are true and accurate to the best of (his, her, their) knowledge.

Individual

1/24/1972
(Date)

Alden Rice
(Signature of Claimant)

(Signature of Claimant)

1972 1-11-79
(Signature of Spouse)

Organization

5/10/79

(Signature of Authorized Agent)

State of Idaho

Organization Seal

County of Gem

On this 24 day of January, in the year 1972, before me,

a notary public, personally appeared Alden Rice known to me to be the person(s) whose name(s) are subscribed to the above instrument, and acknowledged to me that (he, she, they, corporation, partnership (or) executed the same.

Notary Public residing at

Sam J. Rice
Idaho

My commission expires 7/29/1975

MT 4-20-78

REPORT OF EXAMINERS

65-5532

1. Name of Applicant.....Allen Kwei

2. Priority.....A-1-1942

3. Source of Water... Groundwater

4. Determine Purpose and Quantity of Water Found Used:

Quantity	(Dom., Irr., Stk. water, etc.)
100	100
200	200
300	300
400	400
500	500
600	600
700	700
800	800
900	900
1000	1000

(Mo.-Day)	(Mo.-Day)
10.1	10.2
10.3	10.4
10.5	10.6
10.7	10.8
10.9	10.10
10.11	10.12
10.13	10.14
10.15	10.16
10.17	10.18
10.19	10.20
10.21	10.22
10.23	10.24
10.25	10.26
10.27	10.28
10.29	10.30
10.31	10.32
10.33	10.34
10.35	10.36
10.37	10.38
10.39	10.40
10.41	10.42
10.43	10.44
10.45	10.46
10.47	10.48
10.49	10.50
10.51	10.52
10.53	10.54
10.55	10.56
10.57	10.58
10.59	10.60
10.61	10.62
10.63	10.64
10.65	10.66
10.67	10.68
10.69	10.70
10.71	10.72
10.73	10.74
10.75	10.76
10.77	10.78
10.79	10.80
10.81	10.82
10.83	10.84
10.85	10.86
10.87	10.88
10.89	10.90
10.91	10.92
10.93	10.94
10.95	10.96
10.97	10.98
10.99	10.100

... Use Dominic

..... Use _____ Period of Use From..... To.....

[illegible]

j. Location of Point of Diversion: WUSE of Section 12

Twp. 6N, Rge. ZW County of Germ

5. Describe Diversion Works: ...W/pump.

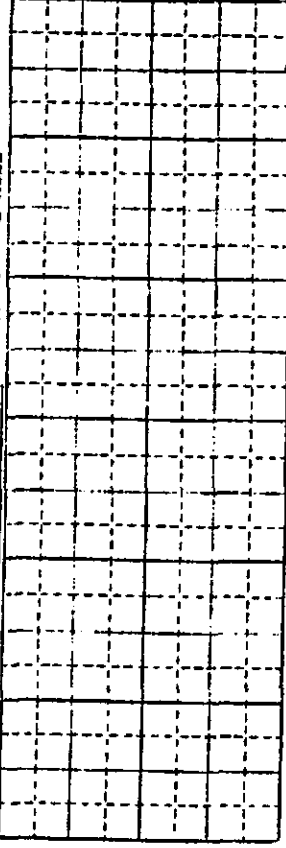
7. Describe Location of Use:

TWP.	RCE. SEC.	N74				N14				S14				S24				TOTALS
		NE	NW	SE	SW	NE	NW	SE	SW	NE	NW	SE	SW	NE	NW	SE	SW	
6N	2412																	X

THE
EDGE.

COUNTY

SCALE: 1" = 1 MILE



8. Purpose Other Than Irrigation:

9. Remarks: Well located on east side of property.
However, site would be green from.....

This examination was made on the 15

May of 1911, 1911.

Examiner,

WATER RIGHT NUMBER - A65-05532

PREFIX TRANSLATION: ADJUDICATION CLAIM

OLD (D) NUMBER --

+ - - - - LAST NAME - - - - + + - FIRST NAME - - + + - - - - - ADDRESS - - - - - +

*** C - CURRENT OWNER ***
MORRIS

WILLIAM DENNIS

1 - 1473 SO. SLOPE RD.

2 -

3 -

CITY- EMMETT

STATE- ID ZIP- 83617

PHONE - 208-365-3884

MORRIS

GEORJEAN M.

1 - 1473 SO. SLOPE RD.

2 -

3 -

CITY- EMMETT

STATE- ID ZIP- 83617

PHONE - 208-365-3884

*** D - ORIGINAL OWNER ***
RICE

ALDEN

1 - AUXILIARY ROUTE

2 -

3 -

CITY- EMMETT

STATE- ID ZIP- 83617

PHONE - 208-000-0000

RICE

LOUISE

1 - AUXILIARY ROUTE

2 -

3 -

CITY- EMMETT

STATE- ID ZIP- 83617

PHONE - 208-000-0000

+ - - PRIORITY DATE - - + + - - - REGION - - - + + - - - STAGE - - - + + - - - STATUS - - - - +
04/01/1942 14 WESTERN D - DECREED+ - - - - - SOURCE - - - - - + + - - - - - TRIBUTARY - - - - - +
GROUNDWATER+ - - - - - POINT OF DIVERSION - - - - - +
TWN RNG SEC TRACT LOT RFLG COUNTY STREAM INDEX (BLANK IF NO INDEX CODE)

06N 02W 12 NW SE (45) GEM

+ - - - - - WATER USE - - - - - +
CODE DESCRIPTION PERIOD FROM PERIOD TO DIVERSION RATE DIVERSION VOLUME

43 - DOMESTIC 01/01 12/31 0.090 5.40

+ - TOTAL DIV. RATE - + + - TOTAL DIV. VOLUME - + + - TOTAL DIV. CAPACITY - + + - TOTAL CONSUMPTIVE USE - + + - KW USAGE - +
0.090 5.40 0.0+ - - - - - PLACE OF USE - - - - - +
TWN RNG SEC TRACT LOT ACRES CODE DESCRIPTION COUNTY

06N 02W 12 NW SE 43 DOMESTIC (45) GEM

+ - - DIVERSION MEANS - well & pump

+ - - NON-IRRIGATION USE - domestic - house

WATER RIGHT NUMBER - A65-05532

PREFIX TRANSLATION: ADJUDICATION CLAIM

+ - - OTHER RIGHTS FOR SAME USE - *None*

+ - - - - REMARKS - - - - -
NO REMARKS FOUND.

+ - - - - OLD WATER RIGHT NUMBERS - - - - -
NO OLD WATER RIGHT NUMBERS FOUND.

+ - - - - CONDITIONS OF APPROVAL - - - - -
NO CONDITIONS OF APPROVAL FOUND.

+ - - - - DECREE PLAINTIFF - - - +
STATE OF IDAHO
+ - - - - DECREE DEFENDANT - - - +
A & C CORP., ET AL.
+ - DECREE DATE - +
01/21/1986

+ - - AUDIT FIELDS - 08/20/91 HOLT

+ - - - - COMMENTS - - - - -
NO COMMENTS FOUND

+ - - - - ADJUDICATION RIGHTS DATES AND FLAGS AREA - - - - -

COURT REPORT FILING	- 00/00/0000	FIELD INSPECTION MADE	- 00/00/0000	CIVIL CASE NUMBER	- 39576
OBJECTION FILED DATE	- 00/00/0000	FIELD INSPECTION FLAG	-	OLD CASE NUMBER	-
RESPONSE FILED DATE	- 00/00/0000	VERIFIED DATE	- 00/00/0000	OLD JUDICIAL DISTRICT	-
CLAIM RECEIVED DATE	- 01/10/1990	LAST AMENDED DATE	- 00/00/0000	TEMPORARY RIGHT	- P
PROOF DUE DATE	- 00/00/0000	PROOF MADE DATE	- 00/00/0000	WATER DISTRICT	- 65
LICENSED DATE	- 00/00/0000	RECEIPT NUMBER	- X999999	FEDERAL/STATE INDICATOR	- S
CLAIMS TAPE ERROR FLG	-	POU OWNERSHIP FLAG	- Y	PRESUMPTION FLAG	-
FEE EXEMPT FLAG	-	NAME CONNECTOR	- OR	NOTICE OF ERROR FLAG	-

3360.00 2

DATA ENTRY

ENTERED 74 3-6

CHECKED 74 3-7

Verified By
Topo Map/Ortho-PO
ASCS Map
Watermaster Records
NAPP Photos
Field Exam
Other (See Remarks)
County Records
Witness Statements
Project Records
IDWR Records

VERIFIED

MAY 28 1992

CERTIFIED

NOV 21 1992

WATER EXAMINER