

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 COEUR D'ALENE-SPOKANE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 49576

Ident. Number 95-10361
Date Received: 4/13/2009
Receipt No: **NO 20306**
Received By: **NS**

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day**

1. Name of Claimant(s)

TIMOTHY WHEELER Phone: (208)819-5613
PO BOX 822
ATHOL ID USA 83801

2. Date of Priority: 05/09/2002

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
53N	03W	3	SE SW	KOOTENAI	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
STOCKWATER	01/01	12/31	0.02	
DOMESTIC	01/01	12/31	0.04	

7. Total Quantity Appropriated is:
0.06 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:
Number of homes: 2

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
53N	03W	3	SE SW	DOMESTIC STOCKWATER	

11. Place of use in counties: KOOTENAI

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

13. Other Water Rights Used:

14. Remarks:

PARCEL NUMBER 53N03W-03-7100

15. Basis of Claim: Beneficial Use

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 COEUR D'ALENE-SPOKANE 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: 2

For Individuals:

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

Signature of Claimant(s): Timothy L. Wheeler

Date: 4-13-09

Date: _____

IDAHO DEPARTMENT OF WATER RESOURCES

WELL DRILLER'S REPORT

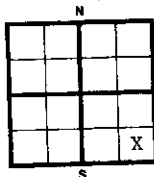
RECEIVED

Office Use Only		
Inspected by		
Twp	Rge	Sec
1/4	1/4	1/4
Lat	Long	

1. WELL TAG NO. D0022255
Drilling Permit No: 776833
Other IDWR No. _____
IDWR/North
Well Number: 393

2. OWNER
Name TOM HUDSON
Address P.O. BOX 930
City ATHOL State ID Zip 83801

3. LOCATION OF WELL by legal description
sketch map location must agree with written location



Twp. 53N ☒ North or ☐ South
Rge. 3W ☐ East or ☒ West
Sec. 3 SE 1/4 SE 1/4 1/4

Gov't Lot _____ County KOOTENAI
Lat: _____ Long: _____

Address of Well Site 7064 TELLUM AVE.
City ATHOL

(Give at least name of road + Distance to Road or Landmark)

Lt. _____ Bk. _____ Sub. Name _____

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK check all that apply (Replacement, etc.)
☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD

☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK			AMOUNT Sacks or Pounds	METHOD
Material	From	To		
BENTONITE	0	18	2 BAGS	OVERBORE

Was drive shoe used? ☐ Y ☒ N Shoe Depth(s) R.B.
Was drive shoe seal tested? ☐ Y ☐ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
6	+1	383	.250	STEEL	☐	☐	☒	☐

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS

☐ Perforations Method _____

☐ Screens Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:
290 ft. below ground Artesian pressure _____ lb.

Depth flow encountered 290 ft. Describe access port or control devices: _____

53N 3W 3

11. WELL TESTS:

☐ Pump ☐ Bailer ☒ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
20-30 EST/			2 HRS

Water Temp. COLD Bottom Hole Temp COLD

Water Quality test or comments: CLEAR

Depth first Water encountered 290

12. LITHOLOGIC LOG:(Describe repairs or abandonment)

				Water	
Bar	From	To	Remarks: Lithology, Water Quality, Temperature	Y	N
8	0	2	Top Soil	☐	☐
8	2	36	Sand, Gravel, & Clay	☐	☐
8	36	167	Sand & Gravel	☐	☐
8	167	181	Coarse Sand	☐	☐
8	181	290	Sand & Gravels	☐	☐
8	290	383	Sand & Gravels	☒	☐

Completed Depth 383 (Measurable)
Date: Started 5/8/02 Completed 5/9/02

13. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name H2O WellService, Inc. Firm No. 448
Firm Official Louie Hanner Date 5-13-02
and
Supervisor or Operator [Signature] Date 5-13-02
(Sign once if Firm Official and Operator)

Louie Hanner

DEED OF TRUST

THIS DEED OF TRUST is dated August 22, 2006, among TIMOTHY L WHEELER and SANDRA K WHEELER, HUSBAND AND WIFE, whose address is 1475 AMERICAN DRIVE, POST FALLS, ID 83854 ("Grantor"); Mountain West Bank, whose address is North Idaho Comm'l Loan Center, 101 IRONWOOD DRIVE SUITE 148, COEUR D'ALENE, ID 83814 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and PIONEER TITLE COMPANY OF KOOTENAI COUNTY, whose address is 100 WALLACE AVENUE, COEUR D'ALENE, ID 83814 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in KOOTENAI County, State of Idaho:

Domestic Well
THE WEST HALF OF THE ~~SOUTHEAST QUARTER~~ OF THE ~~SOUTHEAST QUARTER~~ OF THE ~~SOUTHWEST QUARTER~~ OF SECTION 3, TOWNSHIP 53 NORTH, RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, STATE OF IDAHO

Also - 7064 E TELLUM AVE

The Real Property or its address is commonly known as ~~7064 E TELLUM AVENUE, POST FALLS, ID 83854~~. The Real Property tax identification number is 53N03W-03-7100.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. **THE REAL PROPERTY EITHER IS NOT MORE THAN FORTY (40) ACRES IN AREA OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.**

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.