

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

Office Use Only			
Well ID No. _____			
Inspected by _____			
Twp _____	Rge _____	Sec _____	
1/4 _____	1/4 _____	1/4 _____	
Lat: _____	Long: _____	_____	

RECEIVED
AUG 27 2009
IDWR/North

1. WELL TAG NO. D 0035307
DRILLING PERMIT NO. _____
Water Right or Injection Well No. _____

2. OWNER:
Name Kelly Budge
Address 125 Beverly Hills Rd
City St. Maries State ID Zip 83861

3. LOCATION OF WELL by legal description:
You must provide address or Lot, Blk, Sub. or Directions to well.
Twp. 46 North ☒ or South ☐
Rge. 3 East ☐ or West ☒
Sec. 14 1/4 46 1/4 1/4 46 1/4
Gov't Lot _____
County Benedict
Lat: _____ Long: _____
Address of Well Site Hwy 50 Beverly Hills Dr
City St. Maries
Lt. _____ Blk. _____ 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 Material Bentonite From -0 To -20 Weight / Volume 15 Sacks Seal Placement Method Pour
Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 33'
Was drive shoe seal tested? ☒ Y ☐ N How? Air

8. CASING/LINER:
Diameter From To Gauge Material Casing Liner Welded Threaded
6" +2 -38 .250 Steel ☒ ☐ ☒ ☐
5" -486 -675 .250 Steel ☐ ☒ ☐ ☐
Length of Headpipe _____ Length of Tailpipe _____
Packer ☐ Y ☒ N Type _____

9. PERFORATIONS/SCREENS PACKER TYPE
Perforation Method Torch
Screen Type & Method of Installation
From To Slot Size Number Diameter Material Casing Liner
-576 -660 1/4" 40 5" Steel ☐ ☒

10. FILTER PACK
Filter Material From To Weight / Volume Placement Method

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE:
2572 ft. below ground Artesian pressure _____ lb.
Depth flow encountered 410 ft. Describe access port or control devices: Plate Welded

12. WELL TESTS:
☐ Pump ☐ Bailor ☒ Air ☐ Flowing Artesian
Yield gal./min. 2-4 Drawdown _____ Pumping Level _____ Time 2 hrs
Water Temp. 58 Bottom hole temp. _____
Water Quality test or comments: _____

13. LITHOLOGIC LOG: (Describe repairs or abandonment) Water

Bore Dis.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
8"	0	40	Shale Brown Soft		-
6"	40	170	Shale Brown Firm		-
	170	400	Shale Gray Firm		-
	400	450	Shale Gray Soft	-	
	450	600	Shale Brown Soft		-
	600	700	Shale Gray Firm		-
Owner Didn't want to pay for Steel Casing					
Bottom hole was casing but at around 550 and above 400 feet					

Completed Depth 675 (Measurable)
Date: Started Aug 9 2004 Completed Aug 30 2004

14. DRILLER'S CERTIFICATION
I/We certify that all minimum well construction standards were complied with at the time the rig was removed.
Company Name All-way Drilling, Inc Firm No. 570
Principal Driller Steve F. Wolfe Date 9-9-04
and Driller or Operator II Dan R. Moller Date 9-9-04
Operator I _____ Date _____
Principal Driller and Rig Operator Required.
Operator I must have signature of Driller/Operator II.

Supervisor or Operator Mark Penick Date 09/27/04
(Sign Once If Firm, Official and Operator)

09/13/2004 MON 11:11 FAX

002/002



732 West Main Street, Suite 100, Hayden, Idaho 83413
(208) 772-4004 Office • (208) 772-4001 Toll Free • (208) 772-4022 Fax

NAME: Kelly BudasADDRESS: 175 Beverly Hills DriveCITY, STATE, ZIP: St. Maries ID 83861

LEGAL DESCRIPTION: _____

JOB LOCATION: _____

I. TERMS OF THE AGREEMENT

1. The Purchaser hereby engages and employs H2O Well Service, Inc. (H2O), for the purpose of drilling a well on the land described above which is owned or under the legal control of the Purchaser. The Purchaser agrees to the terms, provisions, conditions, and to the price listed for the work specified.
2. The minimum charge for setting & casing of the well shall be \$2,500.00. This Agreement will be considered complete when:
 - A. Sufficient water is obtained;
 - B. Purchaser requests that drilling be stopped;
 - C. H2O has reached a maximum depth of _____ feet;
 - D. At the discretion of H2O, continuation of drilling operations would be impractical.

In the event the Purchaser requests that drilling be stopped, H2O shall remove H2O casing, material, and property, and be entitled to all costs as specified in this Agreement, plus abandonment charges.

3. Purchaser hereby grants H2O a security interest in the material and equipment furnished by H2O to secure payment of all money when due, and agrees that H2O has all remedies provided by law in the event of the Purchaser's default on payment.
4. H2O:
 - A. is an independent contractor;
 - B. shall furnish all labor, tools, material, and machinery necessary to carry out this part of the contract, and will pursue the work diligently and in a workmanlike manner;
 - C. agrees that the Purchaser will not be responsible in case of any accident, or injury to H2O's employees in connection with the drilling operations, and further agrees to carry the necessary insurance to cover such situations;
 - D. agrees to hold the Purchaser harmless from any and all loss for material and/or labor supplied by H2O subcontractors;
 - E. agrees to keep an accurate record of the strata drilled, or water levels, or casing used, or perforations made (if any) and make and file a Well Driller's Report with the State, and to provide a copy of this report to the Purchaser;
 - F. warrants that the well shall be safe, sound, straight, round, and within generally accepted tolerances, so as to allow the installation and operation of pumping equipment designed for that diameter well.
5. The Purchaser:

II. CONTRACTED WORK AND ESTIMATED COST

	SIZE	FROM FEET	TO FEET	T. EST FEET	@ PER FOOT	
A. 1. Drilling	8"	_____	_____	_____	_____	_____
2. Casing	8"	_____	_____	_____	_____	_____
B. 1. Drilling	_____	_____	_____	_____	_____	_____
2. Casing	_____	_____	_____	_____	_____	_____
C. Liner _____ Class _____	_____	_____	_____	_____	_____	_____

III. TERMS OF PAYMENT

- A. Deposit of \$2,000.00 is required prior to commencement of work. Purchaser agrees to pay H2O in full upon receipt of invoice. Price quotes are valid for 30 days.

IV. CHANGE ORDERS

Additional work which could include standby time, Development time, percussion underreaming, gravel pack, blasting, etc., will be authorized by a change order.

Submitted by [Signature] 09/13/04
Of H2O Well Service, Inc. Date

Accepted by [Signature] 9/13/04
Purchaser Date

SS# _____
REMIT TO: 842 W. HAYDEN AVENUE - HAYDEN, ID 83416

WELL DRILLING CONTRACT
Serving - North Idaho & Eastern Washington

DATE: 09/13/04

PHONE: _____

JOB PHONE: _____

OWNER: _____

ADDRESS: _____

ADDRESS: _____

- A. Warrants that herein has full right and authority to enter into this contract and authorized H2O to drill upon the above described land.
- B. Grants H2O full right to ingress and egress to and from the above described land for the purpose of performing the contracted work.
- C. Will provide at no charge to H2O such space at the drill site for site, dumps, machinery, and storage of material and equipment which may be required under this contract. Purchaser further holds H2O harmless for accidental damage to crops, trees, fences, walls, or any other property upon or adjacent to the drill site.
- D. Takes full responsibility for selecting the drilling site and agrees to hold H2O harmless for any liability arising out of the drilling site selected. H2O may make suggestions on the location, but any statements made are suggestions only and may not be construed as professional recommendations or representations as to where the hole should be drilled.
- E. Agrees that H2O shall at any time after Purchaser's default in payment have the right and permission to go upon the premises and reclaim and recover any materials or equipment installed including casing.
- F. Agrees that in the event of default in payment, all collection costs, including reasonable attorney fees, and any accrued interest charges will be paid to H2O.
- G. Authorizes H2O to perform a credit check of purchaser's current financial and credit information through any credit reporting agency or service.
- H. It is understood and agreed by both parties:
 - A. That neither can tell exactly what will be found underneath the surface of the earth. Therefore:
 1. H2O does not guarantee the quantity, quality, or kind of water, if any, which may be encountered. All operations are at the risk of the Purchaser and failure to strike water shall in no way release the Purchaser from payment of the full contract price.
 2. H2O shall not be liable for any damage arising out of any delay or failure due to the hazards of drilling, but in the event of unreasonable delay or failure, this contract may be terminated by the Purchaser, upon payment to H2O for all drilling done and materials installed.
 - B. That the starting date shall be 30 consecutive days from the date of signing this contract.
 - C. That both parties shall have a signed copy of the agreement prior to commencement of work.
 - D. Proposal based on estimated depth of _____ feet.

D. Surface seal at a cost of _____ = \$ _____

E. 5" Drive shoe at a cost of _____ = \$100.00

F. Well permits at a cost of _____ = \$75.00

G. Mobilization _____ = \$180.00

H. Other well components:
Rin Time-install casing & clean out @ \$120.00/hr _____

Subtotal _____ = \$ _____

I. State Sales Tax N/A _____ = \$ _____

TOTAL ESTIMATED PRICE _____ = \$ _____
(Final Price depends upon actual depth)

Idaho Dept. of Water Resources

Write Tag Number Here

Start Card/Permit - Single Family Domestic Well Only

(Cold Water less than 85 degrees F.)

1. Owner's Name (please print): Kelly Budge

2. Owner's Mailing Address: 175 Beverly Hills ROAD
 City: St. Maries State: ID Zip Code: 83861 Telephone: (208) 582-2149

3. Proposed Well Location: Twp. 46N Rge. 03W Sec. 14 1/4 NE 1/4 NE 1/4
 Gov't Lot No. _____ County BENEFAR Lat. _____ Long. _____
 Street Address of Well Site Hwy 5 & Beverly Hills Drive City St Maries

Must give at least name of road + Distance to Road or Landmark

Lot _____ Block _____ and Subdivision _____

4. Are all adjacent septic tanks and drain fields accurately located? By Property Owner ☒ Yes ☐ No ☐ By Health District ☒ Yes ☐ No ☐

5. Well Construction Information:

A. ☐ New well ☐ Replace ☐ Deepen ☒ Modify Previous well # D0035307

B. Proposed Casing Dia. _____ C. Proposed Maximum Depth: _____

6. Construction Start Date: _____ 7. Well Driller: R20 Well Service Driller's Lic. No. 448

8. The Driller hereby accepts the terms and conditions of the Start Card/Permit.

Driller's Signature: _____

Date: _____

9. The Well Owner affirms to have read this Start Card/Permit, validates its accuracy and accepts the conditions.

Owner's Signature: [Signature]Date: 2/15/04

CONDITIONS FOR USE OF START CARD:

1. This permit authorizes the construction or modification of one domestic well for a single-family residence. No additional residences, businesses, or dwellings may be connected to this well without a valid water right.
2. This form must be complete, including the prepaid tag number and signature of the driller. The owner should sign the start card after reviewing these conditions. Mailing must take place no less than 72 hours prior to construction (Dept. address below), hand delivered or faxed to the Dept. prior to commencing construction. The start construction date shall be no more than 10 days after, the Department receives the permit. An incomplete form will not be considered a valid permit to drill.
3. This permit does not constitute an approval of the District Health Department or the Idaho Department of Health and Welfare. All wells must be drilled a minimum distance of 100' from a drain field. Domestic wells must be drilled a minimum of 50' from a septic tank.
4. Only Well Drillers licensed in Idaho may use a Start Card for construction of a well. The driller shall maintain a copy of the Start Card and the well I.D. tag at the drilling site during construction.
5. This drilling permit does not authorize trespass on the land of another party.
6. This drilling permit does not constitute other local, county, state or federal approvals, which may be required for construction of a well.
7. This drilling permit does not represent a right to divert and use the water of the State of Idaho.
8. If a bottom hole temperature of 85° F. or greater is encountered, well construction shall cease and the well driller shall contact the Department immediately.
9. Idaho Code, § 55-2201 - 55-2210 requires the applicant and/or his contractors to contact "Digline" (Digline is a one-call center for utility notification) not less than 2 working days prior to the start of any excavation for this project. The "Digline" Number for your area is 1-800-342-1585.
10. The stainless steel I. D. tag must be welded to the well casing upon completing the well and must remain permanently attached above ground level for the life of the well. Other tags may be added following a repair or modification of the well. The well driller is responsible for permanently attaching the I.D. tag to the casing upon completing the well. The well tag shall be attached by welding at least 3 sides or using Four (4) stainless steel, closed-end pop rivets.
11. A start card is not valid for drilling in Areas of Drilling Concern, Critical Groundwater Areas, Groundwater Management Areas or Areas Identified by the Department as Contaminated.
12. The possession of a well tag does not authorize construction of a well.
13. Any well being replaced by a new well, shall be properly abandoned by the well driller prior to removing the drilling equipment, unless otherwise authorized by the department.

Effective June 1, 2004

Your Start Card/Application and Tag purchase may be submitted to one of the following offices:

Western Region

Idaho Department of Water Resources
2735 Airport Way Boise, ID 83705-9082
Phone: (208) 334-2190 Fax: (208) 334-2348

Northern Region

Idaho Department of Water Resources
1910 Northwest Blvd., STE 210 Coeur d'Alene, ID 83814-2616
Phone: (208) 769-1450 Fax (208) 769-1454

Eastern Region

Idaho Department of Water Resources
900 North Skyline Drive STE A Idaho Falls, ID 83402-1718
Phone: (208) 525-7151 Fax: (208) 525-7177

Southern Region

Idaho Department of Water Resources
1341 Fillmore Street, STE 200 Twin Falls, ID 83301-3380
Phone: (208) 736-3033 Fax (208) 736-3037

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORTUSE TYPEWRITER OR
BALLPOINT PENState law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well.**RECEIVED**

OCT 21 1991

NORTHERN REGION
DWR**1. WELL OWNER**Name KELLY BUDGE
Address 2220 W. BRUCE, SPOKANE, WA. 99208
Drilling Permit No. 95-91-N-165
Water Right Permit No. _____**7. WATER LEVEL**Static water level 110 feet below land surface
Flowing? ☐ Yes ☒ No G.P.M. flow _____
Artesian closed-in pressure _____ p.s.i.
Controlled by: ☐ Valve ☐ Cap ☐ Plug
Temperature _____ °F. Quality _____
Describe artesian or temperature zones below.**2. NATURE OF WORK**☒ New well ☐ Deepened ☐ Replacement
☐ Well diameter increase
☐ Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)**8. WELL TEST DATA**☐ Pump ☐ Bailer ☒ Air ☐ Other _____

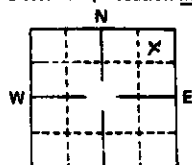
Discharge G.P.M.	Pumping Level	Hours Pumped
<u>1 1/2</u>	<u>540</u>	<u>2</u>

3. PROPOSED USE☒ Domestic ☐ Irrigation ☐ Test ☐ Municipal
☐ Industrial ☐ Stock ☐ Waste Disposal or Injection
☐ Other _____ (specify type)**9. LITHOLOGIC LOG**

Bore Diam.	Depth		Material	Water	
	From	To		Yes	No
8	0	19	SHALE, BROWN, BROKEN, CLAY BINDER		X
6	19	205	SHALE, BROWN, BROKEN, CLAY BINDER		X
6	205	206	FRACTURE 1/2 GPM, CLOUDY BROWN	X	
6	206	394	SHALE, GREY, WHITE, HARD		X
6	394	395	FRACTURE 1/2 GPM	X	
6	395	467	SHALE, GREY, WHITE, HARD		X
6	467	468	FRACTURE 1/2 GPM	X	
6	468	543	SHALE, GREY, WHITE, HARD		X

4. METHOD DRILLED☒ Rotary ☒ Air ☐ Hydraulic ☐ Reverse rotary
☐ Cable ☐ Dug ☐ Other _____**5. WELL CONSTRUCTION**Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____
Thickness _____ Diameter _____ From _____ To _____
250 inches 6 inches + 1 feet 19 feet
_____ inches _____ inches _____ feet _____ feet
1/4 inches 4" PVC inches 5 feet 543 feet
Was casing drive shoe used? ☐ Yes ☒ No
Was a packer or seal used? ☐ Yes ☒ No
Perforated? ☒ Yes ☐ No SKILL SAW
How perforated? ☐ Factory ☐ Knife ☐ Torch ☐ Gun
Size of perforation 1/8 inches by 6 inches
Number _____ From _____ To _____
120 perforations 460 feet 500 feet
_____ perforations _____ feet _____ feet
_____ perforations _____ feet _____ feet
Well screen installed? ☐ Yes ☒ No
Manufacturer's name _____
Type _____ Model No. _____
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Gravel packed? ☒ Yes ☐ No ☐ Size of gravel 3/8 round
Placed from 200 feet to 543 feet
Surface seal depth 19 Material used in seal: ☐ Cement grout
☒ Bentonite ☐ Puddling clay ☐ _____
Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing
☒ Overbore to seal depth
Method of joining casing: ☐ Threaded ☐ Welded ☐ Solvent
Weld
☐ Cemented between strata
Describe access port _____**RECEIVED**
OCT 28 1991

Department of Water Resources

6. LOCATION OF WELLSketch map location must agree with written location.Subdivision Name _____
Lot No. _____ Block No. _____
County BENEFIT
NE 1/4 NE 1/4 Sec. 14, T. 46N, S. 3, R. 3**10.**Work started 10/10/91 finished 10/16/91**11. DRILLERS CERTIFICATION**I/We certify that all minimum well construction standards were
complied with at the time the rig was removed.Firm Name H2O WELL SERVICE Firm No. 448Address 582 W. HAYDEN Date 10/17/91Signed by (Firm Official) John Williamsand
(Operator) Anthony C. Kunt

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COPY

WARRANTY DEED

WARRANTY DEED, made this _____ day of May, 1991, between NEIL A. SMITH and BOBBI J. SMITH, husband and wife, of 1170 Elm, City of St. Maries, County of Benewah, State of Idaho 83861, herein referred to as "Grantors"; and KELLY C. BUDGE and CYNTHIA L. BUDGE, husband and wife, of 2220 W. Bruce, City of Spokane, County of Spokane, State of Washington 99208, herein referred to as "Grantees".

WITNESSETH:

That Grantors, for good and valuable consideration, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and do, by these presents grant, bargain, sell, convey, and confirm unto Grantees and their heirs and assigns forever, all the following described real estate situated in Benewah County, State of Idaho, to-wit:

Legal Desc.

All that portion of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter (SW 1/4 NE 1/4 NE 1/4) of Section Fourteen (14), Township Forty-six (46) North, Range Three (3) West of the Boise Meridian, lying North and West of that certain roadway as described in Quitclaim Deed from Harry J. Woodbury et. al. to Benewah County, Idaho, recorded November 19, 1979, in Book 100, Page 9603, records of Benewah County, Idaho.

EXCEPTING THEREFROM: COMMENCING at the Northeast corner of Section Fourteen (14), Township Forty-six (46) North, Range Three (3) West of the Boise Meridian; thence West a distance of 20 chains; thence South a distance of 20 chains to the Southwest corner of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Fourteen (14) above described, THE POINT OF BEGINNING;