

## IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 95-9984

WATER RIGHT NUMBER: 95-9984

|                   |                                                  |
|-------------------|--------------------------------------------------|
| <u>Owner Type</u> | <u>Name and Address</u>                          |
| Current Owner     | HOWARD M PETERS<br>PO BOX 217<br>ATHOL, ID 83801 |

Priority Date: 01/23/1978

Basis: License

Status: Active

|               |                  |
|---------------|------------------|
| <u>Source</u> | <u>Tributary</u> |
|---------------|------------------|

GROUND WATER

|                       |                         |                       |                      |
|-----------------------|-------------------------|-----------------------|----------------------|
| <u>Beneficial Use</u> | <u>From</u> <u>To</u>   | <u>Diversion Rate</u> | <u>Annual Volume</u> |
| DOMESTIC              | 01/01 to 12/31          | 0.040 CFS             | 1.20 AF              |
|                       | <u>Total Diversion:</u> | 0.040 CFS             | 1.20 AF              |

Location of Point(s) of Diversion

|                 |            |                                 |
|-----------------|------------|---------------------------------|
| GROUND WATER    | SE1/4SW1/4 | Sec. 12, Twp 53N, Rge 03W, B.M. |
| KOOTENAI County |            |                                 |

Place of Use

DOMESTIC

| Twp | Rge | Sec | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    | Totals |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
|     |     |     | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 53N | 03W | 12  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | X      |

Conditions of Approval:

1. T20 Approval of this transfer does not confirm the validity of this water right.
2. 132 Domestic use is for 1 home.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 95-9984

Comments:

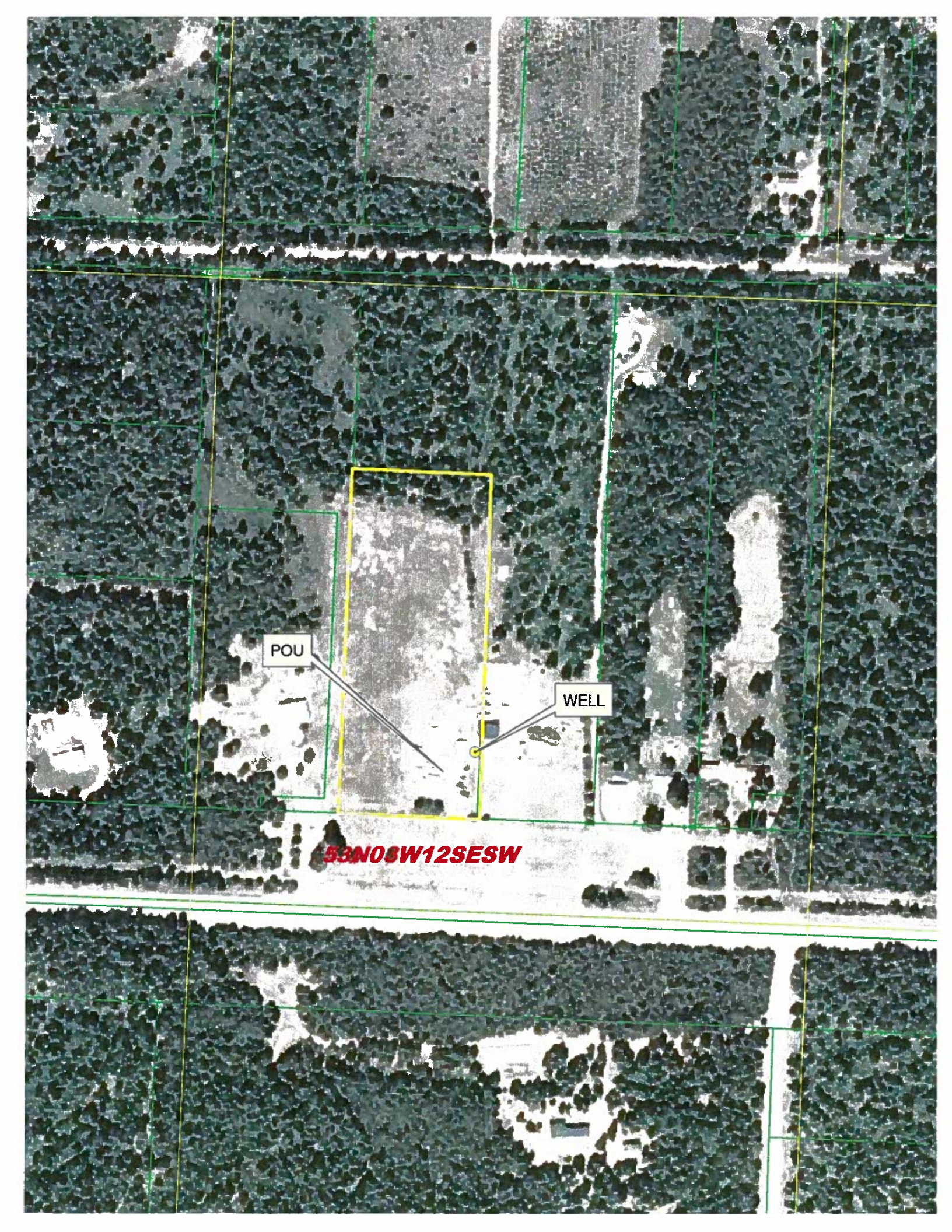
1. edavis 3/25/2008 POU  
Comment: Updated Shape
2. edavis 3/25/2008 POD  
Comment: Updated shape
3. kfranklin 10/31/2008 1:29:18 PM POD  
Comment: Updated Shape
4. kfranklin 11/20/2008 11:12:02 AM Transferred Right  
Comment: This is now an approved transfer, transfer number = 74669
5. Renumber 12/22/2008 8:02:20 AM Renumber WR 95-9984  
Comment: This has been renumbered from 96-9384

Dates and Other Information:

Licensed Date: 12/31/1979  
Decreed Date:  
Enlargement Use Priority Date:  
Enlargement Statute Priority Date:  
State or Federal:  
Owner Name Connector:  
Water District Number:  
Generic Max Rate Per Acre:  
Generic Max Volume Per Acre:  
Decree Defendant:  
Decree Plaintiff:  
Civil Case Number:  
Judicial District:  
Swan Falls Trust or Nontrust:  
Swan Falls Dismissed:  
DLE Act Number:  
Carey Act Number:  
Mitigation Plan: False

Combined Use Limits:

Water Supply Bank:

An aerial photograph of a rural area with a yellow rectangular boundary. The boundary encloses a light-colored, possibly cleared or developed area. To the left of this area is a label 'POU' with a line pointing to a small feature. To the right is a label 'WELL' with a line pointing to a small yellow dot. The surrounding area is covered in dense green trees and vegetation. A road or path runs horizontally across the middle of the image, below the yellow boundary. The text '53N08W12SESW' is written in red at the bottom of the image.

POU

WELL

**53N08W12SESW**

Instrument Number

DANIEL J. EN... H 2P I 2127406000  
KOOTENAI CO. RECORDER Page 1 of 2  
BBB Date 10/18/2007 Time 11:54:34  
REC-REQ OF NORTH IDAHO TITLE INSURA  
RECORDING FEE: 8.00  
2127406000 DD 9

Escrow No.: 6001-20320-WH

## WARRANTY DEED

FOR VALUE RECEIVED, **BURTON N. WILLIS AND ROSALIE WILLIS, HUSBAND AND WIFE**, Hereinafter called Grantor, does hereby grant, bargain, sell and convey unto **DENNIS P. LINK AND KAREN LYNN LINK, HUSBAND AND WIFE**, Grantee, whose address is: P.O. Box 556, Arden, ID 83801, the following described premises, County of KOOTENAI to-wit:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 53 NORTH, RANGE 03 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;

THENCE SOUTH 89 DEGREES 55'23" EAST ALONG THE SOUTH LINE OF SECTION 12, A DISTANCE OF 1636.62 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF-WEST HALF-SOUTHEAST QUARTER-SOUTHWEST QUARTER OF SECTION 12;

THENCE NORTH 00 DEGREES 15'28" EAST ALONG THE WEST LINE OF SAID EAST 1/2-WEST 1/2-SOUTHEAST QUARTER-SOUTHWEST QUARTER, A DISTANCE OF 199.79 FEET (RECORD = 200 FEET) TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 15'28" EAST, A DISTANCE OF 735.78 FEET;

THENCE SOUTH 89 DEGREES 57'38" EAST, A DISTANCE OF 297.14 FEET;

THENCE SOUTH 00 DEGREES 15'28" WEST, A DISTANCE OF 736.06 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF HWY 54;

THENCE NORTH 89 DEGREES 54'22" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 297.14 FEET TO THE TRUE POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever, and the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT CURRENT TAXES AND EASEMENTS OF RECORD OR IN VIEW.

And that he/she/they will warrant and defend the same from all lawful claims whatsoever.

DATED. October 09, 2007

By: Burton N. Willis  
BURTON N. WILLIS

By: Rosalie Willis  
ROSALIE WILLIS

State of ID )  
County of Kootenai )

On this 17<sup>th</sup> day of October, 2007, before me,

Debbie K. Matthews

a Notary Public in and for said State, personally appeared Burton N. Willis and Rosalie Willis

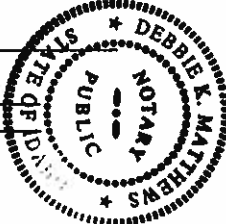
known or identified to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Debbie K. Matthews

Notary Public in and for County and State

Residing at CDA

My commission expires 3/30/11



## Joint Well Use Agreement and Easement

This instrument is made and effective on the date of the last signature acknowledged below by and between DENNIS LINK and KAREN LINK, husband and wife, PO Box 556, Athol, Idaho 83801 (hereafter "LINK"), and BURTON WILLIS and ROSALIE WILLIS, husband and wife, (hereafter "WILLIS"), 10053 E. Hwy. 54, Athol, Idaho 83801.

### Recitals:

- A. WILLIS is the owner of certain real property located in Kootenai County, Idaho and legally described in **Exhibit "A"** attached and incorporated herein (hereafter referred to as the "WILLIS Property");
- B. LINK is the owner of certain real property located adjacent to the WILLIS Property and legally described in **Exhibit "B"** attached and incorporated herein (hereafter referred to as the "LINK Property");
- C. A water well exists on the LINK Property (hereafter referred to as the "Well") with water rights issued by the State of Idaho under Water Right License No. 96-7624 and Water Right License No. 96-7769 attached hereto as **Exhibits "C" and "D"**.
- D. The parties to this Agreement desire to jointly use and share the Well for their respective properties according to the terms and conditions set forth herein until such time as WILLIS drills a new well on the WILLIS Property.

THEREFORE, in consideration of their mutual benefit and the covenants and promises contained herein, the parties now agree as follows:

1. Water Rights. Upon execution of this Agreement, WILLIS and LINK shall execute a **Notice of Change of Water Right Ownership** form to equally divide the existing water rights between the WILLIS Property and LINK Property described herein. The parties shall equally share the filing fee for said form and LINK shall promptly file the form with the Idaho Department of Water Resources.
2. Water Use. LINK and WILLIS shall each be entitled to take and receive water from the Well at a rate of diversion and annual volume not to exceed one-half (1/2) of the amounts allowed under the Water Right Licenses attached as Exhibits "C" and "D". In the event of fire on either Property, the unrestricted full capacity of the Well shall be available. Water from the Well shall only be used on the real property described herein, and the Well shall be exclusively for the use of the owners of said parcels. In the event of any water shortage or other circumstances that require rationing or other limitations on the use of the Well, any necessary restrictions shall be shared equally among the parcels connected to the Well.

3. Well Easement. LINK hereby grants and conveys to WILLIS a temporary easement for the location, protection, maintenance, use and repair of the Well on the LINK Property. Said easement is described as a circular area surrounding the Well with a radius of fifty (50) feet from the center of the well head.
4. Water Line and Utility Easement. LINK hereby grants and conveys to WILLIS a temporary easement over and across the LINK Property for the location, installation, use, maintenance and repair of an existing water pipeline and underground utilities from the Well to the WILLIS Property. Said easement is described as a strip of land ten (10) feet wide centered over the existing water pipeline running in an easterly directly from the Well to the WILLIS Property. The easement area shall be restored to its original condition upon completion of any installation, repair, maintenance or replacement work within the easement area.
5. Water Connection Requirements. Each party shall maintain in good working order the existing eighty (80) pressure tank, and all pipes, valves, fittings and fixtures that convey water from the Well to their individual point of use. The maximum flow rate of water to each parcel shall not exceed eighteen (18) gallons per minute. Each connected parcel shall draw water from the existing underground storage reservoir with a capacity of 1,500 gallons.
6. Connection Costs. Each party shall be responsible for the cost of all permits, services, labor and materials required to convey water from the Well to their respective point of use.
7. Individual Maintenance Expenses. The owner of each parcel receiving water from the Well shall be responsible for all costs of maintenance, repair or replacement of their individual pressure tank, pipes, valves, fittings and fixtures used to convey water to their respective parcel.
8. Shared Operation and Maintenance Expenses. Necessary expenses for the operation, maintenance, repair or replacement of the Well, water pump or other shared elements of the water system shall be equally divided among the owners of the parcels receiving water from the Well.
9. Well Repair Escrow Account. Upon execution of this Agreement, WILLIS and LINK shall each deposit One Thousand Five Hundred Dollars (\$1,500.00) to an interest earning, joint escrow account created by LINK at a local bank, escrow company or other similar institution acceptable to all parties. Said funds shall be held in escrow as a reserve for emergency repairs and critical maintenance to the Well, pump and other shared elements of the water system. Funds may be withdrawn from said account only with the written approval of both parties. Within six (6) months after any funds are withdrawn from the escrow account, each party shall redeposit one-half of the amount withdrawn. In the event WILLIS drills a new well on the WILLIS Property, or sells, transfers or conveys all interest in the WILLIS Property to a third party within two (2) years from the effective date of this Agreement, all monies deposited by WILLIS to the escrow account shall be refunded to WILLIS with one half of the earned interest.

10. Monthly Fees and Charges. WILLIS shall pay a monthly service fee of Twenty Five dollars (\$25.00) to cover the cost of monthly utility services for the pump and routine maintenance of the shared elements of the water system.

11. Dispute Resolution. Any disagreement among the parcel owners regarding repairs, replacement, improvement or any other issue concerning the operation of the water system shall be resolved in favor of a majority vote of the parties receiving water from the Well, with each connected parcel receiving one (1) vote regardless of the number of persons owning each parcel. In the event of a tie vote, either party may request that the dispute be submitted to mediation within a reasonable time not to exceed thirty (30) days after the date of the tie vote. Each party covenants and agrees to participate in the mediation process. The mediator will be chosen by the parties acting in good faith within ten (10) days after giving written notice of the election to mediate by one party to the other party. The mediator shall be selected from a list of court approved mediators maintained by the First Judicial District of Kootenai County, Idaho. In the event the parties cannot agree on the mediator, the Administrative Judge of the First Judicial District of Kootenai County shall appoint the mediator. The parties agree to share all mediation costs equally. In the event the parties can not resolve the matter through mediation, then the matter will be resolved by compulsory and binding arbitration under the procedures of the Idaho Uniform Arbitration Act, Title 7, Chapter 9, Idaho Code. All arbitration costs shall be shared equally by the parties.

12. Lien Rights. Any party who, after thirty (30) days written notice signed by any other connected parcel owner, fails to pay any shared expense or charge due and owing under this Agreement, consents to the recording of a lien against that party's parcel for the amount charged plus interest at 12% per annum. Any such lien recorded may be foreclosed in the manner of a mortgage lien under Idaho law.

13. Personal Agreement. This Agreement, and the water licenses, easements and water use rights granted herein, are personal between the parties and are not intended to run with the WILLIS Property except as stated below:

13.1 In the event WILLIS successfully drills a new well on the WILLIS Property that produces at least ten (10) gallons per minute, the Water Right License assigned to WILLIS under paragraph 1 above shall be transferred to the new well and shall run with the WILLIS Property thereafter. Upon successful development of a new well on the WILLIS Property, WILLIS shall disconnect from the Well on the LINK Property and all water use, easement rights, payment obligations and other terms of this Agreement with respect to the Well on the LINK Property shall automatically terminate, and neither party shall have any further rights or obligations to the other under this Agreement.

13.2. In the event WILLIS sells, leases or conveys any possessory interest in the WILLIS Property to a third party prior to successful development of a new well on the WILLIS Property, then all water use, easement rights, payment obligations and other terms of this Agreement with respect to the Well on the LINK Property shall automatically terminate and the Water Right License assigned to WILLIS under paragraph 1 shall be transferred back to LINK.

13.3. In the event a new well on the WILLIS Property has not been successfully developed prior to the death of the survivor between Mr. and Mrs. WILLIS, then all water use, easement rights, payment obligations and other terms of this Agreement with respect to the Well on the LINK Property shall automatically terminate and the Water Right License assigned to WILLIS under paragraph 1 shall be transferred back to LINK by the personal representative of the WILLIS estate.

13.4. In the event LINK conveys ownership of the LINK Property prior to the termination of this Agreement as specified above, the obligations of LINK under this Agreement shall run with the LINK Property and be binding upon their successor's and assigns.

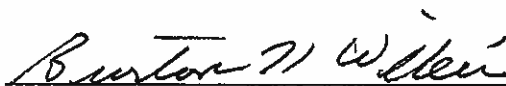
14. Default or Breach. In the case of material breach or default by any parcel owner regarding the terms, conditions and requirements of this Agreement, and upon failure of the defaulting party to remedy said default or breach within thirty (30) days after the mailing of written notice by certified mail, postage prepaid to the defaulting party, any other non-defaulting party shall have the right to pursue any legal remedies allowed under Idaho law to enforce this Agreement. Failure to act as to any one breach or default shall not be considered a waiver of any rights for a subsequent action by the defaulting or breaching party.

15. Construction and Interpretation. The law of the State of Idaho shall apply to this Agreement and the proper venue for any action shall be in Kootenai County, Idaho. This document shall be interpreted in accordance with the fair and simple meaning of the words and not strictly interpreted against any party.

16. Attorney's Fees. In the case of any legal action or arbitration commenced hereunder, the prevailing party shall be awarded attorney's fees and costs, whether in district or appellate court.

17. Modification and Amendment. Any and all alterations or amendments to this Agreement must be in writing and signed by the titled owners of the Subject Property.

In witness of their mutual understanding and consent, the parties have signed this Agreement on the dates acknowledged below.

  
Burton N. Willis

  
Rosalie A. Willis

  
Dennis P. Link

  
Karen Lynn Link

STATE OF IDAHO )  
County of Kootenai )

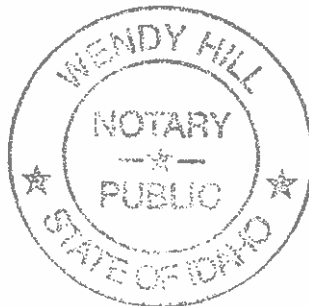
On this 17th day of October 2007, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared BURTON N. WILLIS and ROSALIE A. WILLIS, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. WITNESS my signature and official seal.



Wendy Hill  
Notary for the State of Idaho  
Commission Expires: 4/28/2010  
Resides at: Coeur d'Alene

STATE OF IDAHO )  
County of Kootenai )

On this 17th day of October 2007, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared DENNIS P. LINK and KAREN LYNN LINK, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. WITNESS my signature and official seal.



Wendy Hill  
Notary for the State of Idaho  
Commission Expires: 4/28/2010  
Resides at: Coeur d'Alene

Exhibit "A"  
Joint Well Use Agreement and Easement

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 53 NORTH, RANGE 03 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;

THENCE SOUTH 89 DEGREES 55' 23" EAST ALONG THE SOUTH LINE OF SECTION 12 A DISTANCE OF 1636.62 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF-WEST HALF-SOUTHEAST QUARTER-SOUTHWEST QUARTER OF SECTION 12;

THENCE NORTH 00 DEGREES 15' 28" EAST ALONG THE WEST LINE OF SAID EAST 1/2-WEST 1/2-SE1/4-SW1/4 A DISTANCE OF 199.79 FEET (RECORD = 200 FEET);

THENCE CONTINUING NORTH 00 DEGREES 15' 28" EAST A DISTANCE OF 735.78 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 15' 28" EAST A DISTANCE OF 395.10 FEET TO THE NORTHWEST CORNER OF THE E1/2-W1/2-SE1/4-SW1/4

THENCE SOUTH 89 DEGREES 57' 53" WEST A DISTANCE OF 328.94 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER-SOUTHWEST QUARTER OF SECTION 12;

THENCE NORTH 00 DEGREES 04' 09" EAST A DISTANCE OF 17.34 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY OF THE OLD RAILROAD PROPERTY;

THENCE NORTH 89 DEGREES 14' 01" EAST ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 657.84 FEET;

THENCE SOUTH 00 DEGREES 19' 34" WEST A DISTANCE OF 26.17 FEET TO THE NORTHWEST CORNER OF THE W1/3-E1/2-SE1/4-SW1/4 OF SECTION 12;

THENCE SOUTH 89 DEGREES 55' 58" EAST ALONG THE NORTH LINE OF SAID W1/3-E1/2-SE1/4-SW1/4 A DISTANCE OF 219.17 FEET TO THE NORTHEAST CORNER OF THE W1/3-E1/2-SE1/4-SW1/4;

THENCE SOUTH 00 DEGREES 22' 21" WEST A DISTANCE OF 1131.03 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF HWY 54;

THENCE NORTH 89 DEGREES 58' 43" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 218.26 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 89 DEGREES 54' 22"  
WEST A DISTANCE OF 30.22 FEET;

THENCE NORTH 00 DEGREES 15' 28" EAST A DISTANCE OF 736.06 FEET;

THENCE NORTH 89 DEGREES 57' 38" WEST A DISTANCE OF 297.14 FEET TO THE  
TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 9.5 ACRES.

**Exhibit "B"**  
**Joint Well Use Agreement and Easement**

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 53 NORTH, RANGE 03 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;

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THENCE NORTH 00 DEGREES 15' 28" EAST ALONG THE WEST LINE OF SAID EAST 1/2-WEST 1/2-SE1/4-SW1/4, A DISTANCE OF 199.79 FEET (RECORD = 200 FEET) TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 15' 28" EAST A DISTANCE OF 735.78 FEET;

THENCE SOUTH 89 DEGREES 57' 38" EAST A DISTANCE OF 297.14 FEET;

THENCE SOUTH 00 DEGREES 15' 28" WEST A DISTANCE OF 736.06 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF HWY 54;

THENCE NORTH 89 DEGREES 54' 22" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 297.14 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5.0 ACRES.

State of Idaho  
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 96-7624 Priority January 23, 1978 Amount 0.08 cfs

THIS IS TO CERTIFY, that HOWARD PETERS

of Athol, Idaho, has complied with the terms and conditions of Permit No. 96-7624 issued pursuant to Application for Permit dated January 23, 1978 and has submitted proof to the Department of Water Resources on March 27, 1979 that he has applied water to a beneficial use; an examination by the Department indicates that the works have a capacity for the diversion of 0.08 cfs of water from a groundwater source tributary to \_\_\_\_\_, and that the permit holder has applied to a beneficial use an established a right to use water as follows:

| Beneficial Use  | Period of Use                        | Rate of Diversion       | Annual Volume        |
|-----------------|--------------------------------------|-------------------------|----------------------|
| <u>Domestic</u> | <u>from January 1 to December 31</u> | <u>at 0.08 cfs and</u>  | <u>2.4 acre feet</u> |
|                 | <u>from _____ to _____</u>           | <u>at _____ cfs and</u> |                      |
|                 | <u>from _____ to _____</u>           | <u>at _____ cfs and</u> |                      |

(both dates inclusive)

Subject, however, to the condition that no more than 0.08 cfs of water be diverted at any one time, and that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose aforementioned, and is limited to the amount which can actually be beneficially used and shall not exceed 2.4 acre feet per year, said waters to be diverted within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , Sec. 12, Twp. 53N, Rge. 3W, B. M. in the County of Kootenai

Description and location of place of use:

| Twp. | Range | Sec. | NE $\frac{1}{4}$ |                  |                  |                  | NW $\frac{1}{4}$ |                  |                  |                  | SW $\frac{1}{4}$ |                  |                  |                  | SE $\frac{1}{4}$ |                  |                  |                  | Totals |
|------|-------|------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------|
|      |       |      | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ |        |
| 53N  | 3W    | 12   |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  | X                |                  |                  |                  |                  |                  |        |
|      |       |      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |        |
|      |       |      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |        |
|      |       |      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |        |
|      |       |      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |        |

Total number of acres irrigated \_\_\_\_\_

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 31 day of December, 19 79.

Director

EXHIBIT

C

# BECK & POORMAN, LLC

*A Professional Legal Service Company*

Post Office Box 1390 ♦ 8884 N. Government Way, Suite D ♦ Hayden, Idaho 83835

---

Lawrence R. Beck, Attorney  
Scott L. Poorman, Attorney

Cheryl Backes, Legal Assistant  
Nancy James, Legal Assistant

November 19, 2007

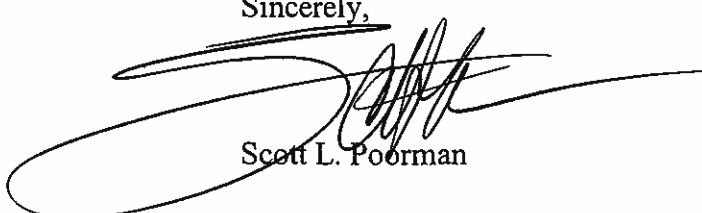
Dennis and Karen Link  
PO Box 556  
Athol, ID 83801

**Re: Change in Water Right Ownership**

Dear Dennis and Karen:

Enclosed is the form to split the Willis water rights. Each of you need to sign on the second page, and attach a signed copy of the Joint Well Use Agreement and Easement. This form must be filed with the Idaho Department of Water Resources office at 7600 Mineral Drive, Suite 100, Coeur d'Alene. If you have any questions about this form, contact Keith Franklin at 762-2800.

Sincerely,



Scott L. Poorman

Enc.

State of Idaho  
Department of Water Resources

RECEIVED  
DEC 5 1984  
Department of Water Resources  
Northern District Office

WATER RIGHT LICENSE

License of Water Right No. 96-7769 Priority April 10, 1979 Amount 0.02 cfs

THIS IS TO CERTIFY, that Howard Peters &/or Rosalie &/or Burton Willis  
of Athol, Idaho, has complied with the terms and conditions of Permit  
No. 96-7769 issued pursuant to Application for Permit dated April 10, 1979  
and has submitted proof to the Department of Water Resources on April 3, 1984  
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a  
capacity for the diversion of 0.08 cfs of water from a groundwater source  
tributary to \_\_\_\_\_, and that the permit holder has applied to a beneficial use and  
established a right to use water as follows:

| Beneficial Use    | Period of Use                       | Rate of Diversion       | Annual Volume        |
|-------------------|-------------------------------------|-------------------------|----------------------|
| <u>Irrigation</u> | <u>from March 15 to November 15</u> | <u>at 0.02 cfs and</u>  | <u>3.5 acre feet</u> |
|                   | <u>from _____ to _____</u>          | <u>at _____ cfs and</u> |                      |
|                   | <u>from _____ to _____</u>          | <u>at _____ cfs and</u> |                      |

(both dates inclusive)

Subject, however, to the condition that no more than 0.02 cfs of water be diverted at any one time, and  
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose  
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed  
3.5 acre feet per year, said waters to be diverted within the SE 1/4 Section 12,  
Twp 53N, Rge 3W in the County of Kootenai

Description and location of place of use:

| Twp. | Range | Sec. | NE 1/4 |        |        |        | NW 1/4 |        |        |        | SW 1/4 |        |        |        | SE 1/4 |        |        |        | Totals |
|------|-------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|      |       |      | 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 |        |
| 53N  | 3W    | 12   |        |        |        |        |        |        |        |        |        |        | 1      |        |        |        |        |        | 1      |
|      |       |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |

Total number of acres irrigated 1

This right when combined with Right No. 96-7624 shall not exceed 0.08 cfs.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, and is subject to all prior water rights, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 27<sup>th</sup> day of  
November, 19 84.

Acting for the Director

*Norm C Young*

EXHIBIT

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