



25 Jacobs Gulch • Kellogg, Idaho 83837 • (208) 784-1221 • Fax (208) 784-0961

August 11, 2015

Justin Custis
Shoshone Medical Center
25 Jacobs Gulch
Kellogg ID 83837

RECEIVED
AUG 14 2015
IDWR / NORTH

Linda Werner
7600 Mineral Drive, Suite 100
Coeur d' Alene ID 83815
208-762-2802

Dear Ms. Werner:

I recently spoke with Carter Fritschle, and he kindly directed me to you for assistance. We recently received response from the Department of Water Resources regarding a submitted claim for water right (94-8407) which was "disallowed", due to "No beneficial use found".

In speaking with Carter, he recommended that I provide you with some additional information, documentation and current use supporting the hospital's claim for water right.

Current Hospital use of the reservoir includes:

1. Decontamination Unit
2. Hospital non-potable water supply
3. Hospital irrigation

Enclosed Documentation:

1. Warranty Deed, December 1964
2. Notice of Location of Water Right
3. Color Map, Location of Reservoir – Parcel 8150
4. Joint School District – Estimated capacity
5. Excavation Permit – Remediation of Reservoir
6. Pictures during remediation project

Thank you for your help, please don't hesitate to contact me for questions or additional information you may need.

Sincerely,

Justin Custis
Director of Facility Operations
O 208.784.4610 | M 208.512.2065 | F 208-784-0961
jcustis@shomed.org

WARRANTY DEEDTHIS INDENTURE, Made this 9th day of December, 1964,

by and between THE BUNKER HILL COMPANY, a Delaware corporation, by its Attorney-in-Fact, Party of the First Part, and JOINT SCHOOL DISTRICT NO. 391, Shoshone and Kootenai Counties, Idaho, a public corporation of the State of Idaho with its principal place of business at Kellogg, in Shoshone County, Idaho, and WEST SHOSHONE HOSPITAL DISTRICT NO. 1, a public corporation of the State of Idaho, with its principal place of business at Kellogg, in Shoshone County, Idaho, Parties of the Second Part:

WITNESSETH:

That the party of the first part, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, and other good and valuable consideration to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their successors and assigns forever, all of the following described real property situated in the County of Shoshone, State of Idaho, to-wit:

A tract of ground located in the Southeast Quarter (SE1/4) of Section Thirty (30), Township Forty-nine (49) North, Range Three (3) East Boise Meridian and more particularly described as follows:

Beginning at the Southwest corner a point identical with the South 1/4 corner of Section Thirty (30), Township Forty-nine (49) North, Range Three (3) East Boise Meridian; thence North 30° 31' East 1,360 feet to a point; thence North 59° 29' West 40.00 feet to a point; thence North 40° 00' East 170.00 feet to a point; thence South 59° 29' East 140.00 feet to a point; thence South 40° 00' West 170.00 feet to a point; thence South 30° 31' West 1,301.1 feet to a point on the South line of said Section Thirty (30); thence West along said section line 116.1 feet to the Southwest corner and place of beginning and containing 3.594 acres more or less.

Excepting and reserving unto the said party of the first part, its successors and assigns, from and out of the granted premises, all mines and minerals and mineral deposits of whatsoever kind or nature lying in and under the premises hereby conveyed, with the full right to mine and remove said mines and minerals by underground workings only and without entering upon or in any nature affecting or exercising any rights or powers whatsoever in and to the surface of the property hereby conveyed; also, excepting and reserving unto first party, its successors and assigns, the right to explore in and through the subsurface of said premises, by means of subsurface mine workings, drillings, or otherwise, for metals, and mineral substances located therein or elsewhere, and the right to construct therein and use any subsurface mine workings, passageways, and other openings desired by first party for or in connection with its mining, removal and transportation of metals, minerals and other materials located outside the granted premises; also excepting and reserving unto the said party of the first part, its successors and assigns, an easement for the deposit on and passage over the premises hereby conveyed of smoke, fumes, gases, solid materials of every kind and nature which may be caused by the operations of the plants or properties of the party of the first part, further, the parties of the second part do expressly release the party of the first part for damages of every kind and nature caused or to be caused by the dumping of tailings, waste materials, debris of every kind or nature, or any other substances, in the Coeur d'Alene River, the South and North Fork thereof, and all its tributaries, or elsewhere; also save and except and subject to streets, easements, alleys and rights of way of every kind and nature, whether the same are of record or not; also subject to reservations of predecessors in interest.

Also, excepting and reserving unto the said party of the first part, its successors and assigns, from and out of the granted premises an easement thirty (30) feet in width on, over, across, lengthwise, and around the boundaries of the said demised premises for a road or roads of thirty (30) feet in width for all purposes of ingress and egress and for transportation and travel to, over, and along said road or roads, without the payment of any compensation therefor to the said second parties.

TO HAVE AND TO HOLD the above mentioned and described premises, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining or belonging to the party of the first part, except the above reservations; provided, however, that should the premises cease to be used for the purpose of storage of water, chlorination or other means of purification of water, and conducting water to the premises of the parties of the second part or, should the property served

By the written, the public use of water and conveyance thereof cease to be used for publicly owned hospital and public school purposes, then the property so conveyed hereunder shall revert to and become a part of the property and the estate of the party of the first part, its successors and assigns.

And the party of the first part and its successors, shall and will WARRANT and by these presents forever DEFEND the premises in the quiet and peaceable possession of the parties of the second part, their successors and assigns, against the party of the first part, and against all and every person and persons whomsoever lawfully claiming the same.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its Attorney-in-Fact the day and year first above written.

The Bunker Hill Co.
P. J. Schur
By _____
Its Attorney-in-Fact

STATE OF IDAHO)
 : ss.
County of Shoshone)

On this 9th day of December, 1964, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared C. E. SCHWAB, known to me to be the person whose name is subscribed to the within instrument, as the Attorney-in-Fact of THE BUNKER HILL COMPANY, and acknowledged to me that he subscribed the name of the said THE BUNKER HILL COMPANY thereto as principal, and his own name as Attorney-in-Fact.

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



Clarence Lenhart
Notary Public for the State of Idaho
Residing at Kellogg, Idaho.

State of Idaho }
County of Shoshone } ss.
This instrument was recorded at the request of
W. L. Tison at 2:25 P.M.
on January 7, 1965
ANNA E. BATTICK, County Recorder
Fee \$ 2.00 by Sandra Hutto Deputy
Return to: W. L. Tison
Attorney at Law
Kellogg, Idaho

2

NOTICE OF LOCATION OF WATER RIGHT

Under and by virtue of the laws of the United States and of the State of Idaho, I, Paul Jacobs, a citizen over the age of 21 years do hereby locate and claim 200, two hundred, inches of water running in this gulch, to be out at this point and conveyed by ditch or flume 12 inches deep and an average of 18 inches wide will fall sufficient to answer the purpose, to a ranch known as Jackass Prairie Ranch on the south fork of the Coeur d'Alene river and to be there used for domestic and irrigation purposes. This notice is posted near the head of Jackass Gulch, in Yreka

Mining District, Shoshone County, State of Idaho.

Done this 5th day of April 1899

Paul Jacobs
Locator

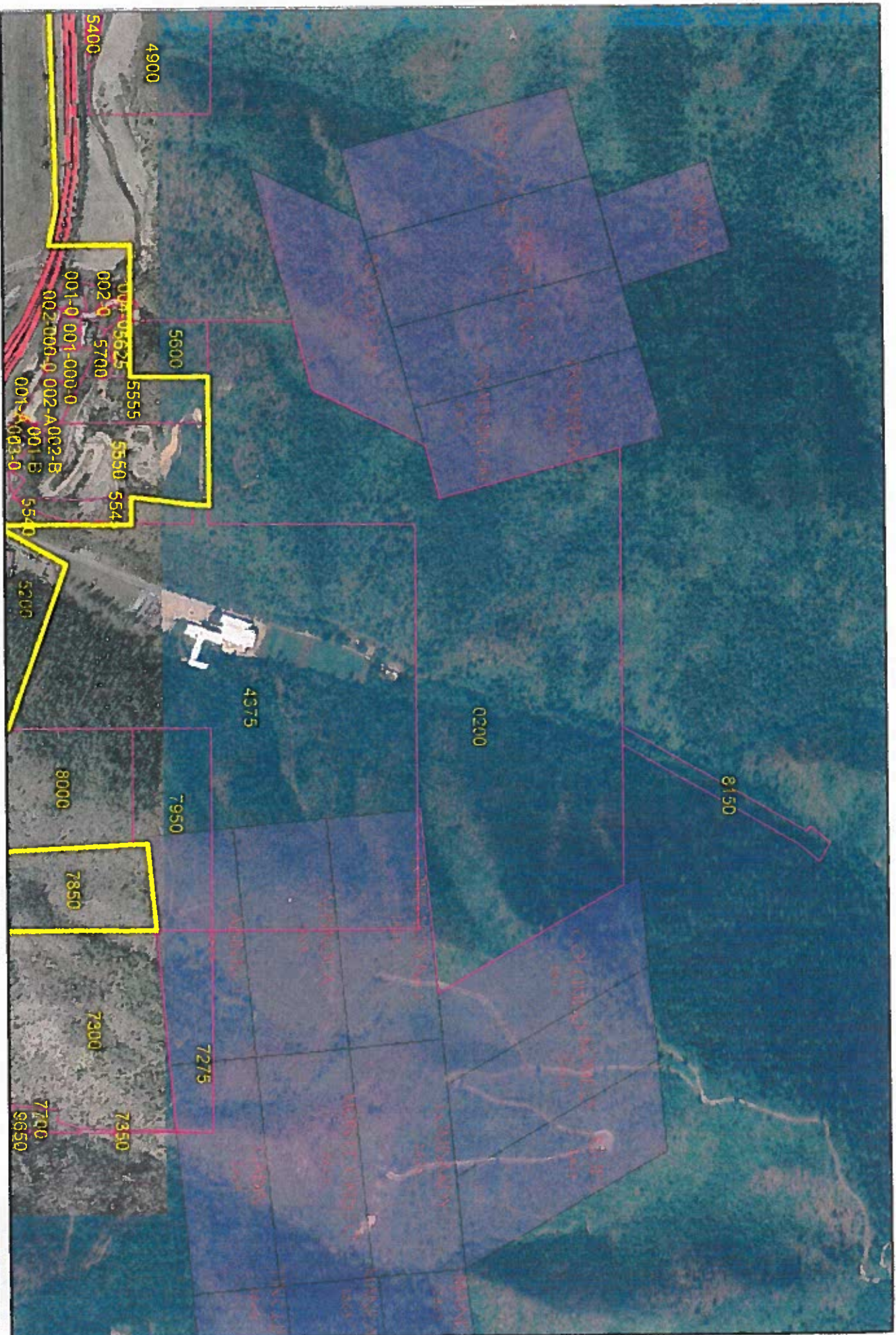
Paul Jacobs being first duly sworn disposes and says that he is a citizen of the United States and a resident of the State of Idaho, and that the water right herein described is located in good faith and is designed for uses and purposes herein set forth.

Subscribes and sworn to this 5th day of April 1899.

Edwin Franklin
Justice of the Peace, Kellogg Precinct

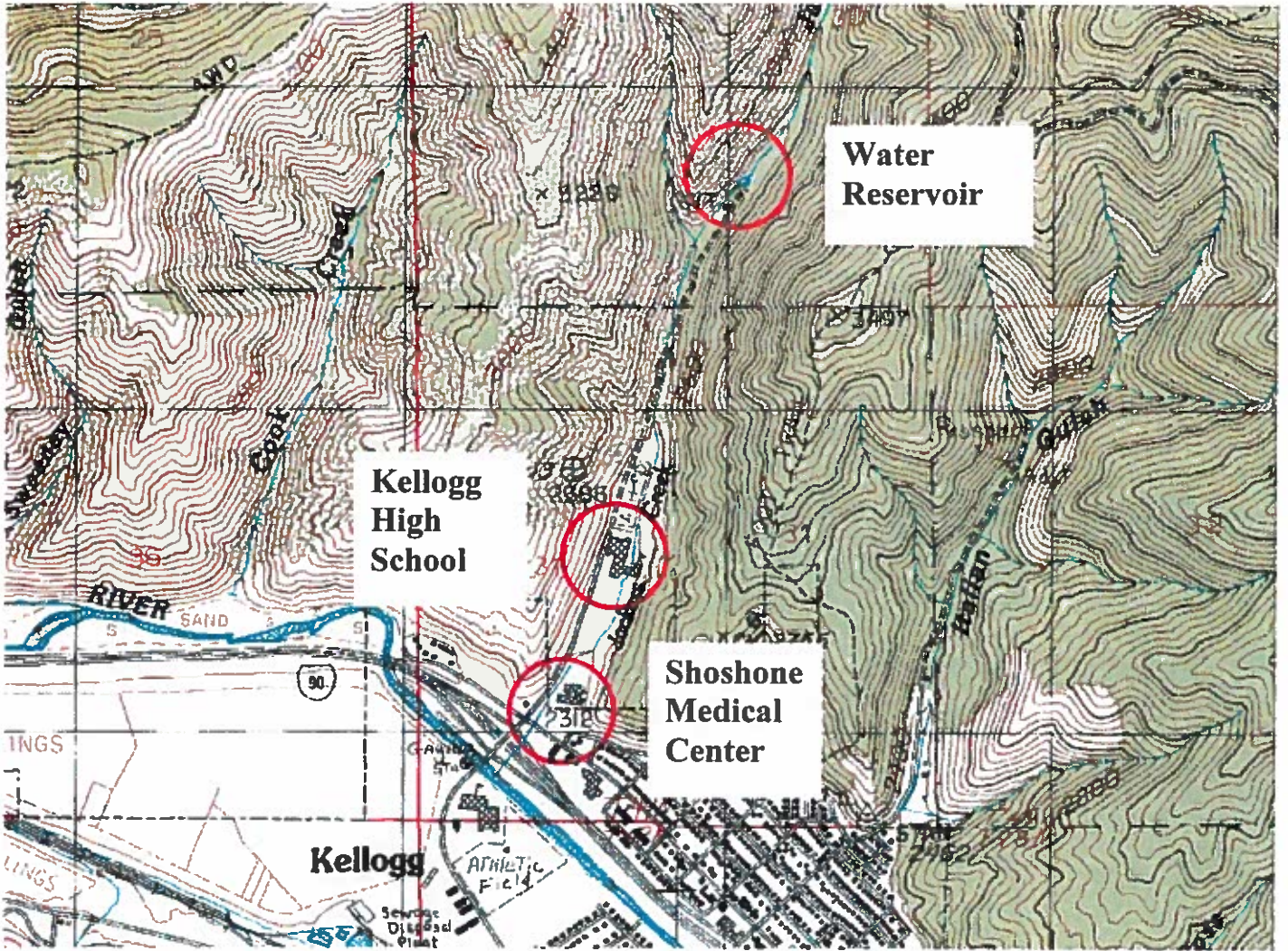
Recorded at the request of Edwin Franklin, April 6, 1899 at 2 o'clock P. M.

Horace M. Davenport
County Recorder
by Charles W. Betts, Deputy



THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY.
LINES SHOWN ARE APPROXIMATE AND ARE NOT TO BE
USED TO DETERMINE PROPERTY BOUNDARIES FOR
CONSTRUCTION OF FENCES, DRIVEWAYS, ROADS OR
STRUCTURES OF ANY TYPE.





Water
Reservoir

Kellogg
High
School

Shoshone
Medical
Center

Kellogg

Athletic
Field

Sewage
Disposal
Plant

Joint School District 391

800 Bunker Ave.
KELLOGG, IDAHO 83837

SENIOR HIGH - HOSPITAL WATER SYSTEM

October 10, 1973

There are 2.6 gallons of water in one foot of 8 inch pipe.

There are approximately 4,752 feet of 8 inch pipe from reservoir to high school and about 1,584 feet of pipe from high school to hospital.

The reservoir is 10 feet deep at the spillway, 14 feet at center, 10 feet at west side, sloping to inlet and east side. Average depth is probably about 8 feet. The reservoir is approximately 90 feet long by 60 feet wide, for a total of 74,649,600 cubic inches. (231 cu. in. = 1 gallon)

The holding tank has a 3,000 gallon capacity.

Gallons in reservoir	323,158	
Gallons in pipe from dam to high school	12,355	
Gallons in tank	<u>3,000</u>	
	338,513	gallons
Gallons in pipe high school to hospital	<u>4,118</u>	
Total gallons in system	342,631	

Prior to the installation of the auxilliary pumping system, when both the school and hospital were using up to full capacity such use did not drop the water level in the reservoir below the spillway except from July through mid-September. In other words, during normal season, there was more water flowing into the reservoir than was being used.

With the installation of the auxilliary pumps supplying the holding tank the reservoir has held at spillway capacity during the dry season.

It would be safe to say that even in driest times we have in excess of 342,631 gallons of water available at constant level, and more available on demand.

BUNKER HILL SUPERFUND SITE LARGE EXTERIOR PERMIT - EXCAVATION

Date: 10/16/2006

Permit No. EXC06159

County Property ID No. _____

County/City Permit No. _____

Jobsite Address: 25 Jacob Guelly

Owner: Kellogg Medical Center

Contractor: PRU

Name _____ Mailing Address _____

Phone _____

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Soil Test Results (ppm)

Lead (0'-1"): No Data

Lead (1'-6"): _____

Lead (6'-12"): _____

Lead (12'-18"): _____

Lead (Import Fill): _____

Cadmium (Import Fill): _____

Arsenic (Import Fill): _____

Required Submittals

BOP: Y / N

Plot Plan: Y / N

Stormwater Plan: Y / N

Dust Control Plan: Y / N

Access Control Plan: Y / N

Health & Safety Plan: Y / N

Equipment Decon Plan: Y / N

Chk By _____

Soil Disposal Info

Est. volume to be disposed (cy): NA

No. of Trucks to be used: No Disposal

Haul Route: _____

Existing Barriers Types

1) NA

2) _____

3) _____

4) _____

5) _____

Garden Installation Y / N

Area (sf) _____

Haul Dates

1) _____ 3) _____

2) _____ 4) _____

Job Description

around SKL
cleaning out reservoir grabbing sludge replacing pipe

Special Provisions & Comments

Soil will be disposed / left on site. Central runoff, runoff, dust,
tracking of soil from the site.

Soil will be sampled if required SKL

Inspections: Description

Date

Initials

1) _____

2) _____

3) _____

4) _____

5) _____

Tracking Entry: _____

Sign-Offs

Permit Issued: _____

Permit Final: _____

Signature: _____

Date

10/16/2006

BUNKER HILL SUPERFUND SITE LARGE EXTERIOR PERMIT - EXCAVATION

Required Inspections

3)

1)

4)

2)

5)

Permit No:

County ID No:

City/County Permit No:

I understand that this permit is part of the general permitting process for all construction within the Bunker Hill Superfund Site, regardless of city or county jurisdiction, and that the conditions of this permit must be satisfied before any city or county work permit is deemed valid.

I understand that this permit is null and void if work has not commenced within, or is suspended for, 180 days.

I understand that the granting of this permit does not give authority to violate the provisions of any federal, state, or local law regulating construction, environmental protection or Institutional Controls and that all governing ordinances will be obeyed.

I hereby certify that the information given is true and accurate to the best of my knowledge.

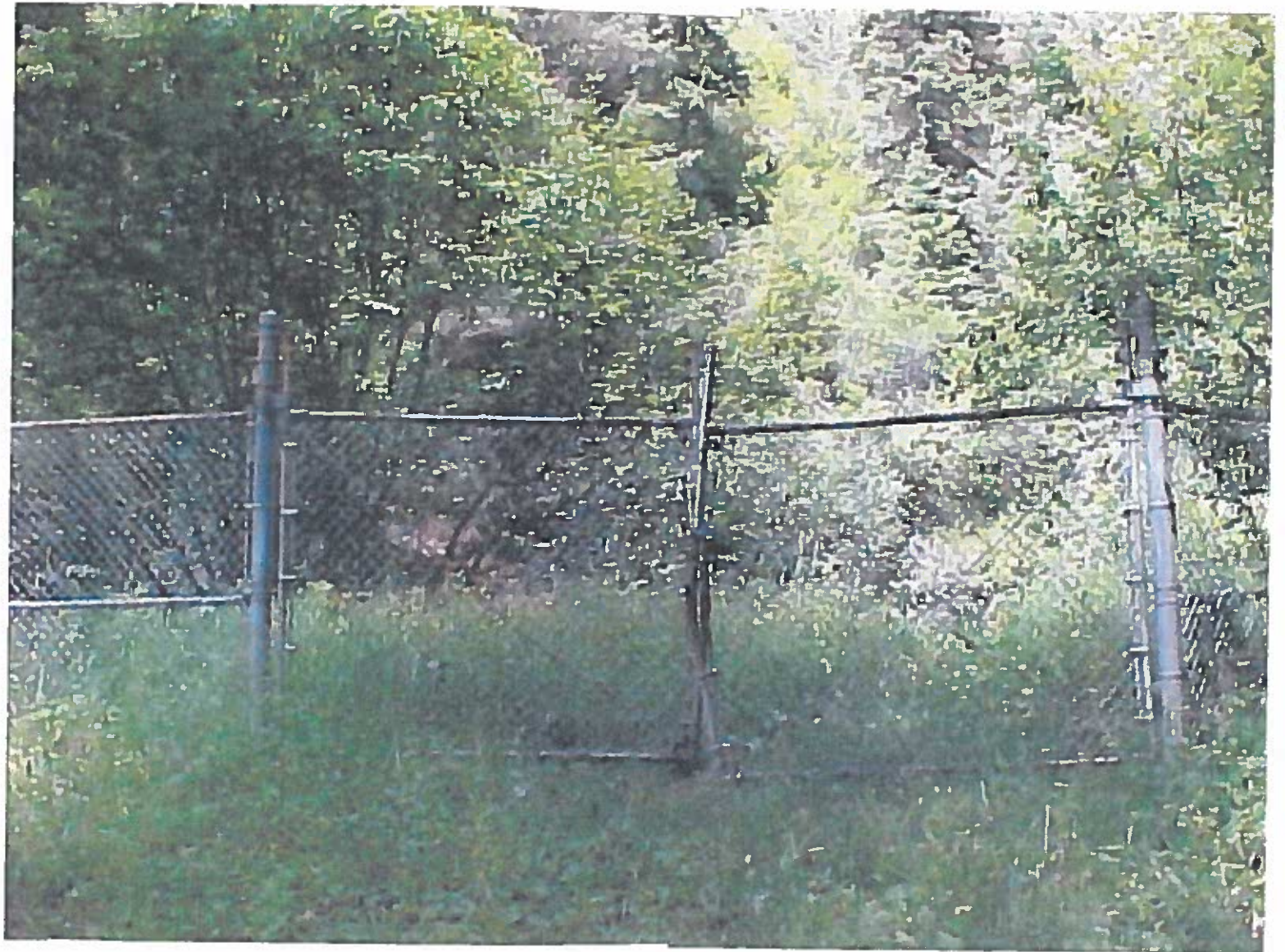
Owner/Authorized Agent: _____

Date

10-16-06

48 Hours prior notice required for all inspections, excluding weekends and holidays.

PIC. 1



GATE TO FENCED IN RESERVOIR

PIC. 2



RESERVOIR LOOKING NORTH

PIC. 3



SPILLWAY TO RESRVOIR

SOUTH END OF RESERVOIR

PIC. 4



INLET END TO RESERVOIR

NORTH END OF RESERVOIR



POSSIBLE DISPOSAL SIGHT



OLD STORAGE TANK



LOOKING NORTH AT DISPOSAL SIGHT



OLD PUMP HOUSE & CHLORINATOR





NORTH OF RESERVOIR OR UPSTREAM











