

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 PALOUSE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 59576

Claim ID: 87-11799Date Received: 8-22-2019Receipt No: N035491Claim Fee: 25.00 By: N

RECEIVED

AUG 22 2019

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

IDWR / NORTH

Please type or print clearly

- Name of claimant(s) Elmer Smoot % Corey Smoot, POA Phone (503) 998-8773
Mailing address 13131 SE DUKE ST. PORTLAND OR 97236-4576
Street or Box City State Zip
Email address (optional) coreyrs503@gmail.com
- Date of priority: (Only one per claim) 12/8/2008 (Explain priority date selected in Remarks)
Month/Day/Year (YYY)
- Source of water supply (Check one) Ground Water ☒ or Other () (a) _____
which is tributary to (b) n/a
- Location of point of diversion is: Township 42 N, Range 6 W, Section 13,
N/W 1/4 of N/E 1/4, or Govt. Lot _____ BM, County of Latah
Parcel no. RP42N06W130763A
Additional points of diversion, if any: n/a
If available, GPS coordinates: not available
- Description of diverting works (wells, pumps, spring boxes, pipelines, etc.) including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.
well: 186' deep, built/drilled 2008
- Water is claimed for the following: (limited to domestic and/or stockwater uses - see page 1 of the instructions)
For domestic purposes from 1/1 to 12/31 amount 0.04 cfs ☒ or AFY ()
For stock water purposes from 1/1 to 12/31 amount 0.02
- 7. Total quantity claimed total 0.04 cfs ☒ or AFY () 75gpm total 186' ? 18gpm high end
- 8. Non-irrigation uses. Describe fully. (Domestic: give number of homes; Stockwater: list number and kind)
domestic: 1 home, stock water: 10 head cattle

9. Location of place of use is: Township 42N Potlatch, Range 6W, Section 13,
N/W 1/4 of N/E 1/4, Govt. Lot _____ BM, Parcel no. _____

for (check one) Domestic () Stock () Domestic and Stock (X) If different than shown in Item 4

Additional places of use, if any none

10. In which county(ies) are lands listed above as place of use located? Catah

11. Do you own the property listed above as place of use? Yes (X) No ()

If the answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.

_____ or None (X)

13. Remarks (include an explanation of the priority date selected):

Priority date: new well date. See enclosed.

See Power of Attorney paperwork enclosed

14. Basis of claim (check one) Beneficial Use (X) Posted Notice () License () Permit () Decree ()

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number _____

15. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Palouse River Basin Water System Adjudication."

(b.) I/We do () do not (X) wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 3

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) X Corey R Smoot, POA Date: 8/19/19

Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

_____ of _____
Agent's title (Please print) Name of organization (Please print)

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Printed Name of Authorized Agent _____

16. Notice of Appearance:

Notice is hereby given that I, (please print) _____, will be acting as attorney at law of behalf on the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address _____

Name of claimant(s) _____ Claim ID _____

GENERAL DURABLE POWER OF ATTORNEY

I, ELMER R. SMOOT, being domiciled in and a resident of the County of Latah, Idaho, designate and appoint COREY R. SMOOT of Portland, State of Oregon, to act as my agent with all the powers referred to herein (subsequently called "agent") to act in my name and for my benefit. Upon execution of this General Durable Power of Attorney, I grant my agent and any successor agent, full power and general authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present and fully competent, hereby ratifying and confirming as good and effectual, at law or in equity, all that my agent, and any agents and attorneys appointed by my agent, and their agents, associates and substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted. My agent or successor agent(s) shall have general authority to act for me with respect to the following subjects as defined in the uniform power of attorney act, chapter 12, title 15, Idaho Code:

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)

- (...) Real Property
- (...) Tangible Personal Property
- (...) Stocks and Bonds
- (...) Commodities and Options
- (...) Banks and Other Financial Institutions
- (...) Operation of an Entity or Business
- (...) Insurance and Annuities
- (...) Estates, Trusts, and Other Beneficial Interests
- (...) Claims and Litigation
- (...) Personal and Family Maintenance
- (...) Benefits from Governmental Programs or Civil or Military Service
- (...) Retirement Plans
- (...) Taxes
- (...) Digital Assets
- (...) Make a Gift, subject to the limitations of the Idaho Uniform Power of Attorney Act
- (...) Create, Amend, Revoke, or Terminate an Inter Vivos Trust
- ☒ All Preceding Subjects

ARTICLE 1. PURPOSE

The primary purpose in granting this Durable Power of Attorney is to provide for my needs now and should I hereafter become incapacitated. Accordingly, my agent shall have all powers necessary or desirable to provide for my support, maintenance, emergencies and urgent necessities.

ARTICLE 2. GENERAL GRANT OF POWER.

My agent, pursuant to Article 1 of this instrument, shall have power to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the powers specifically enumerated in this instrument. Generally, my agent shall have power to do and perform all matters, transact all business, and make, execute and acknowledge all contracts, orders, deeds, mortgages, leases, assignments, assurances, and instruments of every kind which may be requisite or proper to effectuate the purposes of this general power of attorney.

ARTICLE 3. SPECIFIC POWERS.

Without in any way limiting the generality of the power and authority conferred upon my agent by this instrument, my agent shall have and may exercise each of the following specific powers:

A. Power to Acquire and Sell. To acquire, purchase, exchange, grant options and sell, assign, release, convey, mortgage, hypothecate, lease, and accept and take possession of real and personal property and interests therein, both tangible and intangible, upon such terms, conditions, and covenants as my agent shall deem proper and to sign, seal, execute and deliver and acknowledge such deeds, leases, contracts, assignments, indentures, agreements, mortgages, deeds of trust, bills of sale, security agreements and related forms, exchange agreements, bills, bonds, notes, receipts, releases and satisfactions of mortgages, security interests, and judgments, and such other instruments in writing as shall be proper. This power shall also include the power to buy, sell, assign, transfer or make gifts to minors or others of stocks, bonds, and mutual funds.

B. Borrowing and Banking Powers. To borrow moneys on my behalf and to sign, seal, execute, deliver and acknowledge on my behalf such promissory notes, bills, bonds, or other evidence of indebtedness and such mortgages, deeds of trust, security agreements, pledges, or other documents to secure the payment of borrowed funds as my agent shall deem proper. To make, receive, and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations, and other financial institutions, and to release such mortgages, deeds of trust, or other security instruments as may be necessary or proper in the exercise of the rights and powers herein granted.

C. Powers as to Digital Assets and Electronic Devices. To access, use, control, and assume the ownership rights of my digital or electronic devices, including, but not limited to, desktop, laptop, table, or other types of computers and their peripheral equipment, storage devices, mobile telephones, "smart" phones, personal digital assistants, electronic books, electronic watches, electronic body and activity monitoring equipment, cameras, audio and video recorders, and any similar digital or electronic devices, which I, alone or with others, own or lease. My agent shall have the power to access, manage, modify, deactivate, delete, control, sell or transfer any digital assets, electronically stored information, and/or electronic communications owned by me, alone or with others, including, but not limited to, e-mail accounts, short message and text accounts, records

of electronic communications, digital music, digital photographs, digital video, digital voice and voicemail, video games and virtual "worlds" or fantasy accounts created by any such games or other programs, "apps," accounts, networking websites, blogs, file sharing accounts, financial accounts, domain registrations, names, or DNS service accounts, online accounts at stores or other organizations and entities, social media, membership or patronage accounts with all inherent rights and benefits, and other online accounts or rights, which either currently exist or may exist at any time. My agent may obtain copies of any such digital information and may authorize others to have access to such digital information. My agent may employ agents or advisors to assist in collecting such electronic data, including, but not limited to, accessing such accounts, resetting passwords, or other authenticating protocols, either decrypting or encrypting digital information, and dealing with such information in furtherance of the administration of my affairs. The powers granted to my agent by this paragraph shall be broadly construed and shall not be limited or restricted by any web or electronic service provider. My agent shall have the authority to protect or enhance my, or any other person's privacy by directing that any stored information owned or created by me, alone or with others, about any of my past activities, or of any other person, on the internet, or all other forms of electronic activities, or about me, or any other person, be deleted and that any links to or search results about me, or any other person, and such information be deleted or otherwise deactivated. My agent shall have all the rights, authorities, and privileges that I have with regard to any such digital assets.

This authorization is to be construed to be my lawful consent under the Electronic Communications Privacy Act of 1986, as amended, the Computer Fraud and Abuse Act of 1986, as amended, the Revised Uniform Fiduciary Access to Digital Assets Act under Idaho Code §§15-14-101 et seq., as amended, and any other applicable federal or state data privacy law or criminal law.

D. Powers of Collection and Payment. To forgive, request, demand, sue for, recover, collect, receive and hold all sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, Medicare, insurance, and other contractual benefits and proceeds, all documents of title, all property and property rights, real or personal, intangible and tangible, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name and for the collection and recovery thereof including the enforcement of mortgages, deeds of trust and security instruments, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same. To pay and discharge all debts and demands due and payable or which may hereafter become due and payable by me to any person or persons whomsoever.

E. Management Powers. To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, partition and in any manner deal with any real or personal property, tangible, or any interest therein, that I now own or may hereafter acquire, upon such terms and conditions as my agent shall deem proper, and to transfer any or all of my assets to the trustee of any revocable living trust which I may have created.

F. Motor Vehicles. To apply for a certificate of title upon, and endorse and transfer title to, any motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

G. Business Interests. To conduct or participate in any lawful business of whatever nature; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and to exercise stock options.

H. Tax Powers. To prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift-splitting provisions or other tax election; and to prepare, sign and file any claims for refund of any tax.

I. Safe Deposit Boxes. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

J. Payment of Expenses. To pay my ordinary household expenses, to arrange for and pay the costs of medical, nursing, hospital, convalescent and other health care and treatment, including but not limited to admission to hospitals and consent to treatment, and to make application for insurance, pension or employee benefits related to such health care and treatment.

K. Payment of Insurance Premiums. To continue to carry, purchase, cancel or dispose of fire, casualty, property or income protection, medical, hospital, life, liability or other insurance and to pay any premiums thereon.

L. Transfer of Assets. To make transfers of my property to my beneficiaries and/or my issue in any degree, for the purpose of qualifying me for government medical assistance to the full extent provided by law, should there be a need for long-term medical care or the for the purpose of preserving for my beneficiaries the maximum amount of property allowed under applicable law. Any transfers made pursuant to this paragraph, including those made to my Agent, shall not be deemed to be a breach of fiduciary duty by my Agent.

M. Transfer to/Termination of Trust. To transfer assets of all kinds to the trustee of any trust, whether currently existing or subsequently created, which is either solely for my benefit, or which has dispositive provisions substantially the same as those which would have governed the property had it not been transferred into the trust. Additionally, my Agent shall have the power to

terminate or amend any revocable trust to qualify me for Medicaid or any other federal or state benefit programs, or for other estate planning purposes.

N. Gifts. To make gifts, whether outright or in trust, to those related to me or named as beneficiaries in my estate plan, in accordance with any pattern of making gifts to such persons that I may have established or planned to establish so long as such gifts would reasonably be in my best interest and the best interests of those who would benefit from my estate. Such determination as to whether to make such a gift shall be in the sole discretion of my Agent. Any gifts made pursuant to this paragraph, including those made to my Agent, shall not be deemed to be a breach of fiduciary duty by my Agent.

O. Powers Not Elsewhere Expressed. Finally, without prejudice to and in enlargement of the authority above conferred, to execute each and every instrument, to undertake each and every obligation, and to take from time to time any and all action of whatsoever nature and with relation to any matters whatsoever, whether or not specifically mentioned herein, and to exercise in respect thereto as full and complete power and discretion as I myself might or could do.

ARTICLE 4. INTERPRETATION.

This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent.

ARTICLE 5. DISABILITY OF PRINCIPAL-DURABLE POWER.

This general power of attorney shall not be affected by disability of the principal.

ARTICLE 6. THIRD-PARTY RELIANCE.

Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power.

ARTICLE 7. SUCCESSOR AGENTS.

In the event my agent is unable or unwilling to serve, I designate STEPHEN L. SMOOT of Spokane, State of Washington, to act as my successor agent, with all the powers referred to herein.

ARTICLE 8. GOVERNING LAW.

This general power of attorney is executed and delivered in the State of Idaho and the laws of the State of Idaho shall govern all questions as to the validity of this power and as to the construction of its provisions.

ARTICLE 9. DUTIES OF AGENT.

My agent shall exercise or fail to exercise the powers and authorities granted herein in each case as my agent in his absolute discretion deems desirable or appropriate under existing circumstances. However, nothing herein shall be construed as imposing a duty on my agent to act or assume responsibility for any matters referred to above or other matters even though my agent may have power or authority hereunder to do so.

ARTICLE 10. INVALID PROVISIONS.

If any power or authority hereby sought to be conferred upon my agent should be invalid or unexercisable for any cause or not recognized by any person or organization dealing with my agent, the remaining powers and authorities given to my agent hereunder shall nevertheless continue in full force and effect.

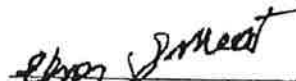
ARTICLE 11. EXPIRATION.

It is my intent that this power of attorney shall remain in full force and effect and that the power granted herein shall continue without interruption until my death unless previously revoked by me.

ARTICLE 12. CONSERVATORSHIP.

In the event that a legal proceeding for conservatorship of my estate and affairs is instituted, I hereby nominate the agents, as respectively set out herein, as conservator.

IN WITNESS WHEREOF, I hereby certify to the correctness of the foregoing signature and have set my hand to the foregoing general power of attorney this 19th day of October, 2018.


ELMER R. SMOOT, Principal

STATE OF IDAHO)
)
County of Latah)

On this 19th day of October, 2018, before me, the undersigned a Notary Public in and for said State, personally appeared ELMER R. SMOOT, known to me to be the person whose name is subscribed to the within Power of Attorney and acknowledged to me that he executed the same.

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

(seal)



Aaron D. Roepke
Notary Public in and for the State of Idaho
Residing at Moscow ID
My commission expires: 4/10/2020

EXHIBIT "A"
LEGAL DESCRIPTION

ESCROW NO.: 50046

A parcel of land located in the NW1/4NE1/4 of Section 13, Township 42 North, Range 6 West, B.M., described as follows:

BEGINNING at the North 1/4 corner of said Section 13; thence along the North line of said section, S. 89°04'05" E. 339.49 feet; thence S. 00°47'41" W. 391.14 feet; thence S. 21°56'09" W. 117.59 feet; thence S. 02°48'52" W. 289.78 feet; thence S. 15°46'09" E. 256.47 feet; thence S. 48°00'11" W. 82.10 feet; thence S. 01°33'34" W. 59.01 feet; thence N. 72°40'08" W. 120.45 feet; thence S. 88°07'54" W. 114.07 feet; thence N. 86°50'08" W. 72.30 feet to the West line of said NE1/4; thence along said West line, N. 00°55'58" E. 1119.87 feet to the POINT OF BEGINNING.

SUBJECT TO right of way used for county road purposes (Yellow Dog Road).

NO. **531621**
AT THE REQUEST OF:
LATAH COUNTY TITLE CO
DATE & HOUR
08-05-09 1:42pm
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ **9.00** BY **C. Sahas**
Deputy

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

1. WELL TAG NO. D DOO55479

Drilling Permit No. 854380

Water right or injection well # _____

2. OWNER: ELMER SMOOT

Name ELMER SMOOT

Address PO Box 3587

City POST FALLS State ID Zip 83877

3. WELL LOCATION:

Twp. 42 North ☒ or South ☐ Rge. 6 East ☐ or West ☒

Sec. 13 1/4 N/W 1/4 N/E 1/4

Gov't Lot _____ County LATAH

Lat. _____ (Deg. and Decimal minutes)

Long. _____ (Deg. and Decimal minutes)

Address of Well Site 1044 YELLOW DOG RD.

City POTLATCH

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

Lot _____ Blk. _____ Sub. Name _____

4. USE:

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

☐ Other _____

5. TYPE OF WORK:

☒ New well ☐ Replacement well ☐ Modify existing well

☐ Abandonment ☐ Other _____

6. DRILL METHOD:

☒ Air Rotary ☐ Mud Rotary ☐ Cable ☐ Other _____

7. SEALING PROCEDURES:

Seal material	From (ft)	To (ft)	Quantity (lbs or ft)	Placement method/procedure
Bentonite	0	40	115x	Pour Around Pipe

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing Liner	Threaded	Welded
8	+2	-38	250	Steel	☒	☐	☒
6	-20	-185	200	PVC	☐	☒	☐

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 38

9. PERFORATIONS/SCREENS:

Perforations ☒ Y ☐ N Method Drill

Manufactured screen ☐ Y ☒ N Type _____

Method of installation N/A

From (ft)	To (ft)	Slot size	Number/ft	Diameter (nominal)	Material	Gauge or Schedule
106	166	3/4	30	8	PVC	200

Length of Headpipe none Length of Tailpipe _____

Packer ☐ Y ☒ N Type _____

10. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft)	Placement method
none				

11. FLOWING ARTESIAN:

Flowing Artesian? ☐ Y ☒ N Artesian Pressure (PSIG) _____

Describe control device well Cap

12. STATIC WATER LEVEL and WELL TESTS:

Depth first water encountered (ft) 80' Static water level (ft) 22'

Water temp. (°F) 50 Bottom hole temp. (°F) _____

Describe access port Well Cap

Well test:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)	Pump	Bailer	Air	Flowing artesian
	75gpm	1 hr	☐	☐	☒	☐

Test method:

Water quality test or comments: Clear no odor

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water
				Y N
10	0	3	Top Soil	
	3	22	Clay Tan	
	22	35	Basalt Broken	
	35	38	Basalt	
8	38	80	Basalt Gray	
	80	82	Basalt w/ water	☒
			4 gpm	
	82	135	Basalt Gray	
	135	140	Basalt w/ water	☒
			30 gpm	
	140	165	Basalt Gray	
	165	170	Basalt w/ water	☒
			40 gpm	
	170	186	Basalt - Gray	
75 gpm Total @ 186				

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JAN 13 2009

IDWR/North

Completed Depth (Measurable): 186

Date Started: 12-5-08 Date Completed: 12-8-0

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 ACTION DRILLING INC Co. No. 618

*Principal Driller ALVIN CARRIS Date 1-1-09

*Driller Alvin Carris Date 1-1-09

*Operator II _____ Date _____

Operator I _____ Date _____

* Signature of Principal Driller and rig operator are required.

42N 06W 13 NW NE