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DEC 21 2015 - Amended #1

Amended 12/8/2015

Ident. No. 51-1311

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JAN 21 2016

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WATER RESOURCES  
WESTERN REGION

# WATER RESOURCES WESTERN REGION STATE OF IDAHO DEPARTMENT OF WATER RESOURCES **APPLICATION FOR PERMIT** To appropriate the public waters of the State of Idaho

WATER RESOURCES  
WESTERN REGION  
Phone 208-845-20861. Name of applicant(s) Jan and/or Thomas CookName connector (check one): ☐ and ☐ or ☒ and/orMailing address P.O. Box 588State ID Zip 83604Email jan@janscook.comCity Bruneau2. Source of water supply Groundwater3. Location of point(s) of diversion: \_\_\_\_\_ which is a tributary of N/A

| TWP | RGE | SEC | Govt Lot | 1/4 | 1/4 | 1/4 | County | Source      | Local name or tag # |
|-----|-----|-----|----------|-----|-----|-----|--------|-------------|---------------------|
| 6S  | 5E  | 24  |          |     | NW  | SE  | Owyhee | Groundwater | 51-97-W-0003-000    |
|     |     |     |          |     |     |     |        |             |                     |
|     |     |     |          |     |     |     |        |             |                     |
|     |     |     |          |     |     |     |        |             |                     |

4. Water will be used for the following purposes:

Amount 12 cfs .16 cfs for Domestic/Residential purposes from 1-1 to 12-31 (both dates inclusive)  
(cfs or acre-feet per year)Amount .06 cfs for Irrigation purposes from 3/15 to 11/15 (both dates inclusive)  
(cfs or acre-feet per year)Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
(cfs or acre-feet per year)Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
(cfs or acre-feet per year)5. Total quantity to be appropriated is (a) 18 .16 cubic feet per second (cfs) and/or (b) \_\_\_\_\_ acre feet per year (af).

6. Proposed diverting works:

a. Describe type and size of devices used to divert water from the source. A 5hp pump diverts water from the existing well to four separate homes and associated yards all within T06S R05E Section 24 NWSE

b. Height of storage dam \_\_\_\_\_ feet; active reservoir capacity \_\_\_\_\_ acre-feet; total reservoir capacity \_\_\_\_\_ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 11. For

dams 10 feet or more in height OR reservoirs with a total storage capacity of 50 acre-feet or more, submit a separate Application for

Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☒ Noc. Proposed well diameter is 6 inches; proposed depth of well is 707 feet.d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ Noe. If well is already drilled, when? July, 1997; drilling firm Artesian Co.well was drilled for (well owner) David and Joyce Owen; Drilling Permit No. 51-97-W-0003-000

7. Description of proposed uses (if irrigation only, go to item 8):

a. Hydropower, show total feet of head and proposed capacity in kW. \_\_\_\_\_

b. Stockwatering; list number and kind of livestock. \_\_\_\_\_

c. Municipal; complete and attach the Municipal Water Right Application Checklistd. Domestic; show number of households 4 Homes Limited To 1/2 Acre Irrigation for Lawns

e. Other, describe fully. \_\_\_\_\_

8. Description of place of use

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

| TWP | RGE | SEC | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    | TOTALS |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
|     |     |     | NR | NW | SW | SE | NR | NW | SW | SE | NR | NW | SW | SE | NR | NW | SW | SE |        |
| 6S  | 5E  | 24  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |

Total number of acres to be irrigated 2.8 AC

9. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping?

No other water rights

10. a. Who owns the property at the point of diversion? Lenny and Karen Lett
- b. Who owns the land to be irrigated or place of use? Subdivision residents including applicant
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Please see attached Contract for Deed. Existing system distributes domestic water to four separate homes

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary.

An existing well distributes domestic water to four separate homes within Bruneau Heights Subdivision. The developer drilled the well as an exempt domestic well, but then proceeded to connect additional homes to the system. With this permit application, applicant seeks to bring the well into compliance with Idaho law.

12. Time required for completion of works and application of water to proposed beneficial use is 1 years (minimum 1 year)

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant

Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)

Received by

Fee

Received by

Receipt No.

Time

Preliminary check by

Date

W043758  
\$125  
will upgrade fee.

12/11/15 For Department Use:  
5/7/15

11:55

W043073

W043758

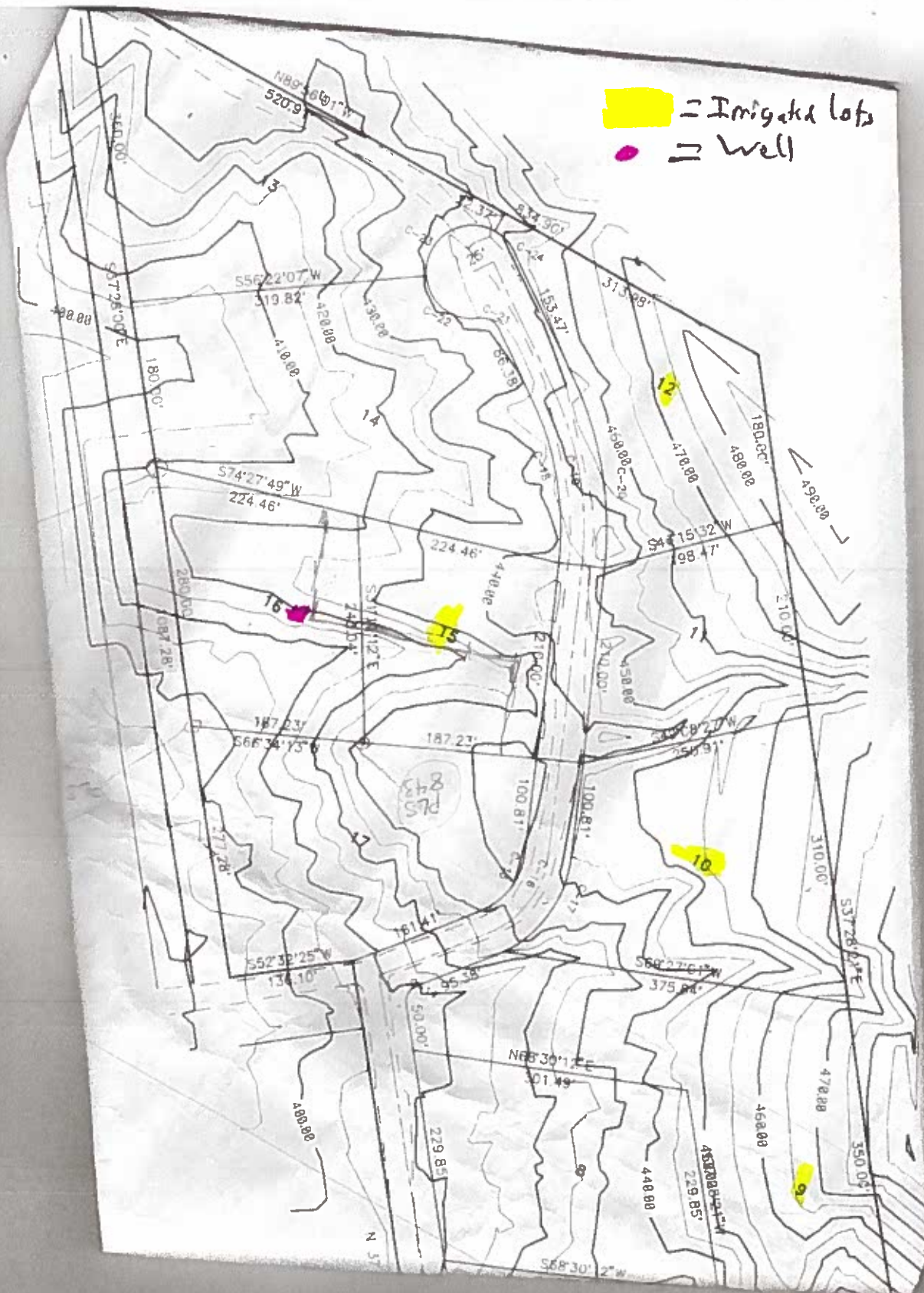
5/7/15

12/21/15

WTS RECEIVED WITH  
ORIGINAL APPLICATION

# Bruneau Heights





2 Irrigated lots

2 Well

RECORDED  
96 FEB 13 AM 8 01

OWNED BY *Steven S. Stoddard*

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FEB 5 00



North

SCALE: 1" = 200'

# ROAD CENTERLINE BEARINGS

| LINE | DIRECTION    | DISTANCE |
|------|--------------|----------|
| L-1  | N35°46'45" E | 25.00'   |
| L-2  | N54°13'15" W | 153.47'  |
| L-3  | S22°47'59" E | 310.81'  |
| L-4  | S39°06'01" W | 130.90'  |
| L-5  | N37°28'11" W | 643.02'  |
| L-6  | N73°56'42" E | 334.09'  |
| L-7  | N00°11'16" E | 25.00'   |
| L-8  | N89°48'44" W | 318.79'  |
| L-9  | S52°31'39" W | 25.00'   |

# ROAD CURVE DATA

| CURVE | RADIUS  | LENGTH  | TANGENT | DELTA      |
|-------|---------|---------|---------|------------|
| C-1   | 50.00'  | 184.66' | 176.69' | 211°36'01" |
| C-2   | 20.00'  | 27.16'  | 16.14'  | 77°49'16"  |
| C-3   | 450.00' | 342.39' | 179.96' | 43°35'38"  |
| C-4   | 475.00' | 433.91' | 233.42' | 52°20'24"  |
| C-5   | 500.00' | 456.75' | 245.70' | 52°20'24"  |
| C-6   | 20.00'  | 38.73'  | 29.08'  | 110°57'28" |
| C-7   | 75.00'  | 69.11'  | 37.23'  | 52°47'59"  |
| C-8   | 100.00' | 129.06' | 75.28'  | 73°56'42"  |
| C-9   | 125.00' | 141.27' | 79.26'  | 64°45'16"  |
| C-10  | 20.00'  | 34.93'  | 23.86'  | 100°03'56" |
| C-11  | 75.00'  | 43.56'  | 22.41'  | 33°16'27"  |
| C-12  | 100.00' | 91.36'  | 49.14'  | 52°20'34"  |
| C-13  | 125.00' | 114.19' | 61.43'  | 52°20'34"  |
| C-14  | 20.00'  | 26.73'  | 15.79'  | 76°34'11"  |
| C-15  | 75.00'  | 81.03'  | 44.98'  | 61°54'00"  |
| C-16  | 100.00' | 108.04' | 59.97'  | 61°54'00"  |
| C-17  | 125.00' | 135.04' | 74.96'  | 61°54'00"  |
| C-18  | 325.00' | 178.23' | 91.42'  | 31°25'16"  |
| C-19  | 350.00' | 191.94' | 98.45'  | 31°25'16"  |
| C-20  | 375.00' | 205.65' | 105.48' | 31°25'16"  |
| C-21  | 20.00'  | 25.62'  | 14.91'  | 73°23'54"  |
| C-22  | 50.00'  | 82.02'  | 53.61'  | 93°59'16"  |
| C-23  | 50.00'  | 107.95' | 93.44'  | 123°41'52" |
| C-24  | 50.00'  | 31.17'  | 16.11'  | 35°42'46"  |

# NOTES

- 10' UTILITY EASEMENTS ALONG ALL LOT LINES IN EACH LOT AND IN ALL ROADS.
- THE INDIVIDUAL LOTS DESCRIBED IN THIS PLAT WILL NOT BE SERVED BY ANY WATER SYSTEM COMMON TO ONE OR MORE LOTS, BUT WILL BE SERVED BY INDIVIDUAL WELLS.
- THE BASIS OF BEARINGS FOR THIS MAP IS THE NORTH LINE OF THE TRACT OF LAND SHOWN IN RECORD OF SURVEY BY STEVEN S. STODDARD (PLS 6111) DATED 3/4/93.

# LEGEND

- = SET 1/2" REBAR W/PLA
- = SET 5/8" REBAR W/ALUI
- = FOUND 5/8" STEEL PIN
- = FOUND BRASS CAP

# COUNTY RECORDER

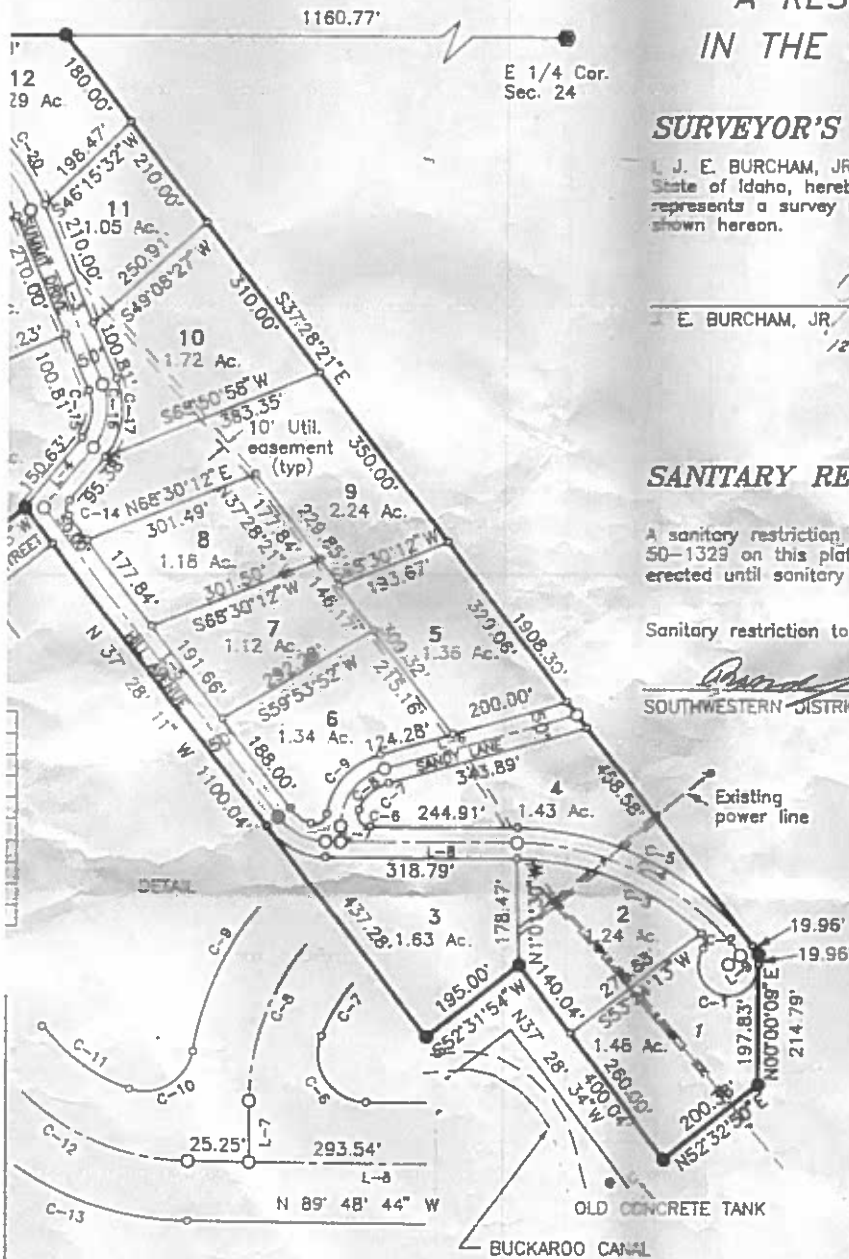
This is to certify that this plat  
Office of the Recorder of the  
on this \_\_\_\_\_ day of \_\_\_\_\_  
request of \_\_\_\_\_  
in Record of Plats in Book \_\_\_\_\_

Reception number \_\_\_\_\_

# BRUNEAU HEIGHT

## A RESUBDIVISION OF PART OF T

### IN THE SE1/4 SECTION 24, T6S,



#### LEGEND

- = SET 1/2" REBAR W/PLASTIC CAP PLS 843
- = SET 5/8" REBAR W/ALUMINUM CAP PLS 843
- = FOUND 5/8" STEEL PIN WITH CAP (PLS 6111)
- ⊙ = FOUND BRASS CAP

#### COUNTY RECORDER'S CERTIFICATE

This is to certify that this plat was filed for record in the Office of the Recorder of the County of \_\_\_\_\_, Idaho on this \_\_\_\_\_ day of \_\_\_\_\_, 1995 at \_\_\_\_\_ M., at the request of \_\_\_\_\_ and was duly recorded in Record of Plats in Book \_\_\_\_\_ at Page \_\_\_\_\_.

IE OF  
STEVEN S.

Reception number \_\_\_\_\_

COUNTY RECORDER \_\_\_\_\_

#### SURVEYOR'S CERTIFICATE

I, J. E. BURCHAM, JR., a duly licensed Land Surveyor in the State of Idaho, hereby certify that this plat correctly represents a survey made under my direction of the lands shown hereon.

E. BURCHAM, JR. PLS 843  
1/2-22-73



#### SANITARY RESTRICTIONS

A sanitary restriction is in force per Idaho Code 50-1326 to 50-1329 on this plat. No building, dwelling, or shelter shall be erected until sanitary restriction requirements are lifted.

Sanitary restriction to be lifted on a lot by lot basis.

SOUTHWESTERN DISTRICT HEALTH DEPARTMENT

#### OWNER'S CERTIFICATE

This is to certify that DAVID E. OWEN and JOYCE D. OWEN, husband and wife, are the legal owners of the hereon and described as follows:

That part of the Town of Bruneau, Idaho described as Beginning at a point on the North SE 1/4 of Section 24, T6S, R5E, of the Boise from which, the E 1/4 Corner of said Section S 89° 56' 01" E, 1160.77 feet, said Point of marked by a steel pin with cap PLS 6111; Thence along said North line, 834.90 feet to a 5/8" Thence S 37° 28' 00" E, 1087.28 feet; Thence Thence S 37° 28' 11" E, 1100.04 feet; Thence Thence S 37° 28' 34" E, 400.04 feet; Thence to a 5/8" steel pin (PLS 6111) on the East line; Thence N 0° 00' 09" E, along said East line, N 37° 28' 21" W, 1908.30 feet to the Point of It is their intention to include the said described in this plat and to dedicate to the public for use the easements and roads shown hereon.

DAVID E. OWEN

JOYCE D. OWEN

#### ACKNOWLEDGEMENT

STATE OF IDAHO } SS  
COUNTY OF \_\_\_\_\_

On this 10th day of February, 1996, DAVID E. OWEN, undersigned, a Notary Public in and for the State of Idaho, contained instrument. In Witness whereof, I have hereunto set my hand and the seal of my office at \_\_\_\_\_, Idaho, this 10th day of February, 1996.

My Commission Expires 11/3/2000

NICHOLAS K. L. NOTARY PUBLIC



**A RESUBDIVISION OF PART OF THE TOWNSITE OF BRUNEAU  
IN THE SE1/4 SECTION 24, T6S, R5E BM, OWYHEE, COUNTY**

**VEYOR'S CERTIFICATE**

BURCHAM, JR., a duly licensed Land Surveyor in the State of Idaho, hereby certify that this plat correctly represents a survey made under my direction of the lands hereon.



**COUNTY SURVEYOR'S CERTIFICATE**

I, \_\_\_\_\_, Surveyor in and for Owyhee County, Idaho, do hereby certify that I have checked this plat and computations shown hereon, and have determined that the requirements of Idaho Code 50-1305 and 55-1604 have been met, and I approve same for filing this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

NAME AND LICENSE \_\_\_\_\_

**STORY RESTRICTIONS**

Any restriction is in force per Idaho Code 50-1326 to 50-1329 on this plat. No building, dwelling, or shelter shall be erected until sanitary restriction requirements are lifted.

Any restriction to be lifted on a lot by lot basis.

*[Signature]*  
WESTERN DISTRICT HEALTH DEPARTMENT

**COUNTY COMMISSIONER'S CERTIFICATE**

This plat was duly accepted and approved by the Board of County Commissioners of the County of Owyhee, Idaho, this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

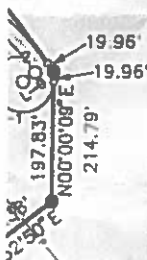
*[Signature]* CLERK      *[Signature]* CHAIRMAN

**COUNTY TREASURER'S CERTIFICATE**

I certify that all property taxes have been paid on the property described in this plat through 12-31, 1995.

*[Signature]*  
COUNTY TREASURER

Existing power line



**OWNER'S CERTIFICATE**

This is to certify that DAVID E. OWEN and JOYCE D. OWEN, husband and wife, are the legal owners of the lands shown hereon and described as follows:

That part of the Town of Bruneau, Idaho (now vacated) described as Beginning at a point on the North line of the SE 1/4 of Section 24, T6S, R5E, of the Boise Meridian, from which, the E 1/4 Corner of said Section bears S 89° 56' 01" E, 1160.77 feet, said Point of Beginning is marked by a steel pin with cap PLS 6111; Thence N 89° 56' 01" W, along said North line, 834.90 feet to a 5/8" steel pin with cap PLS 6111; Thence S 37° 28' 00" E, 1087.28 feet; Thence N 52° 32' 25" E, 136.10 feet; Thence S 37° 28' 11" E, 1100.04 feet; Thence N 52° 31' 54" E, 195.00 feet; Thence S 37° 28' 34" E, 400.04 feet; Thence N 52° 32' 50" E 200.38 feet; to a 5/8" steel pin (PLS 6111) on the East line of said Section; Thence N 0° 00' 09" E, along said East line, 214.79 feet; Thence N 37° 28' 21" W, 1908.30 feet to the Point of Beginning.

It is their intention to include the said described lands in this plat and to dedicate to the public for public use the easements and roads shown hereon.

*[Signature]*  
DAVID E. OWEN

*[Signature]*  
JOYCE D. OWEN

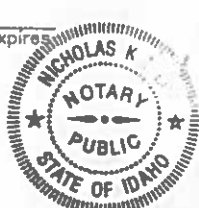
**ACKNOWLEDGEMENT**

STATE OF IDAHO }  
COUNTY OF Owyhee } SS

On this 16th day of February, 1996, DAVID E. OWEN & JOYCE D. OWEN, personally appeared before me, the undersigned, a Notary Public in and for the State of Idaho, and acknowledged to me that they executed the herein contained instrument. In Witness whereof, I have hereunto set my hand and affixed my official seal this day.

Idaho at the

11/3/2000  
My Commission Expires



*[Signature]*  
NOTARY PUBLIC

BRUNEAU HEIGHTS SUBDIVISION

**SNAKE RIVER LAND SURVEYORS**  
AMERICAN FALLS, IDAHO

DRAWN BY: JB      95044      JULY, 1995

24 65 5E

Bruneau Heights Subdiv

24 65 5E

24 65 5E Bruneau Heights

Form 2387  
6/93

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JUL 21 1997

WATER RESOURCES  
WESTERN REGION

IDAHO DEPARTMENT OF WATER RESOURCES

## WELL DRILLER'S REPORT

SHEET 1 OF 2 66516

Use Typewriter  
or  
Ball Point Pen

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JUL 22 1997

7203411  
819886

1. DRILLING PERMIT NO. 51 -97-W-0003 -000

Other IDWR No. \_\_\_\_\_

## 2. OWNER:

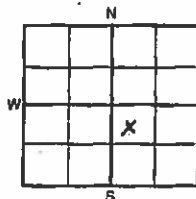
Name DAVID E. &amp; JOYCE D. OWEN

Address HC 87, BOX 272

City PINE State ID Zip 83647

## 3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

T. 6S North ☐ or South ☒  
E. 5E East ☒ or West ☐  
Sec. 24 1/4 NW 1/4 SE 1/4  
Gov't Lot \_\_\_\_\_ County QUINCY

Address of Well Site BELLE AVE

(Give at least Direction + Distance to Road or Landmark)

Lot No. 16 Block No. \_\_\_\_\_ Subd. Name BRUNEAU HEIGHTS

## 4. PROPOSED USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation  
☐ Thermal ☐ Injection ☐ Other \_\_\_\_\_

## 5. TYPE OF WORK

☒ New Well ☐ Modify or Repair ☐ Replacement ☐ Abandonment

## 6. DRILL METHOD

☐ Mud Rotary ☐ Air Rotary ☒ Cable ☐ Other \_\_\_\_\_

## 7. SEALING PROCEDURES

| SEAL/FILTER PACK |      |      | AMOUNT<br>Sacks or<br>Pounds | METHOD          |
|------------------|------|------|------------------------------|-----------------|
| Material         | From | To   |                              |                 |
| BENTONITE        | 0    | 18   | 1 SACK                       | OVERBORE BY     |
| " "              | 18   | 93.2 |                              | TAMP. SURF.     |
|                  |      |      |                              | CASING + SLURRY |
|                  |      |      |                              | PIT MAKEUP      |

Was drive shoe seal tested? Yes ☐ No ☒ How? BAILED HOLE DRY WHEN @ SHOE DEPTH

## 8. CASING/LINER:

| Diameter | From  | To    | Gauge | Casing | Liner | Steel                               | Plastic                             | Welded                   | Threaded                 |
|----------|-------|-------|-------|--------|-------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|
| 6.56     | +2.66 | 93.22 | 0.25  | ✓      |       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.95     | -8.9  | 576.6 | 0.19  | ✓      |       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|          |       |       |       |        |       | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |

Final location of shoes 93.22

Top Packer or Headpipe 8.9 FT Bottom Tailpipe 537.1

## 9. PERFORATIONS/SCREENS

☒ Perforations Method SAWED CIRCUMFERENTIAL  
☐ Screens Type HORIZ. Material PVC  
2 ROWS, 4 ROUNDS/FT

| From | To    | Slot Size | Number | Diameter | Tele/Pipe Size | Casting                  | Liner                               |
|------|-------|-----------|--------|----------|----------------|--------------------------|-------------------------------------|
| 77.4 | 537.1 | 3/32      | 3542   | 4.95     | 6.0            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|      |       |           |        |          |                | <input type="checkbox"/> | <input type="checkbox"/>            |
|      |       |           |        |          |                | <input type="checkbox"/> | <input type="checkbox"/>            |

## 10. WELL TESTS:

☐ Pump ☐ Bailor Department of Water Resources

| Yield gal./min. | Drawdown | Pumping Depth | Time    |
|-----------------|----------|---------------|---------|
| 15              | 38 FT    | 122 (BH=574)  | 1.5 HRS |
| 40.6            | 91.2 FT  | 164 (BH=707)  | 1.0 HR  |
| 38.7            | 106 FT   | 179 (BH=707)  | 10 HR   |

Temperature of water 72°F Was a water analysis done? Yes ☐ No ☒

By whom? \_\_\_\_\_

Water Quality (odor, etc.) GOOD, NO SMELL

Bottom Hole Temperature 72°F (BH @ 574) 74°F (BH @ 707)

## 11. STATIC WATER LEVEL:

72.8 ft. below surface Depth artesian flow found \_\_\_\_\_

Artesian pressure \_\_\_\_\_ lb. Describe access port 4.57" Ø BY

Describe Controlling Devices: NONE, REMOVING WELL CAP

## 12. LITHOLOGIC LOG: (Describe repairs or abandonment)

| Bore Dia. | From | To   | Remarks: Lithology, Water Quality & Temperature | WATER?   |
|-----------|------|------|-------------------------------------------------|----------|
| 8         | 0    | 18   |                                                 |          |
| 6         | 18   | 574  |                                                 |          |
| 4         | 574  | 707  |                                                 |          |
|           | 0    | 2    | SOIL, SAND, VERY FINE, TAN                      | ✓        |
|           | 2    | 10   | SAND & GRAVEL, SILTY                            | TAN ✓    |
|           | 10   | 13.6 | SAND, FINE                                      | TAN ✓    |
|           | 13.6 | 17   | GRAVEL, SILTY, W/ VERY FINE SAND                | ✓        |
|           | 17   | 21   | CLAY                                            | TAN ✓    |
|           | 21   | 22   | SAND, COARSE TO FINE                            | TAN ✓    |
|           | 22   | 27   | SAND, VERY FINE W/ SILT                         | TAN ✓    |
|           | 27   | 32   | GRAVEL                                          | TAN ✓    |
|           | 32   | 37   | SAND & SILTS, THIN ALTERNATING LAYERS           | TAN ✓    |
|           | 37   | 38   | GRAVEL                                          | TAN ✓    |
|           | 38   | 40   | SAND, VERY FINE, SILTY                          | BROWN ✓  |
|           | 40   | 41   | GRAVEL                                          | TAN ✓    |
|           | 41   | 56.5 | SAND & SILTS, THIN ALTERNATING LAYERS           | TAN ✓    |
|           | 56.5 | 59   | GRAVEL                                          | TAN ✓    |
|           | 59   | 61   | GRAVEL. PIPE AT 68.5 STOPPED                    |          |
|           |      |      | GOING FOR A FEW DAYS TAN                        | ✓        |
|           | 61   | 61   | ROCK, BOULDER? CEMENTED GRAVEL?                 | ✓        |
|           | 61   | 70   | GRAVEL. PIPE @ 68.5 STOPPED                     | ✓        |
|           | 70   | 89   | CLAY, TAN SHADING INTO GREY                     | ✓        |
|           | 7    | 89   | SAND, VERY RUSTY                                | ORANGE ✓ |
|           | 89.5 | 135  | CLAY, W/ IMBEDDED GRAVEL COBBLE                 | GREY ✓   |

Date Started APRIL 4, 1997 Completed \_\_\_\_\_

## 13. DRILLER'S CERTIFICATION

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

Firm Name See pg. 2 Firm No. \_\_\_\_\_

Firm Official \_\_\_\_\_ Date \_\_\_\_\_

and \_\_\_\_\_

Supervisor or Operator \_\_\_\_\_ Date \_\_\_\_\_

(Sign once if Firm Official &amp; Operator)

FORWARD WHITE COPY TO WATER RESOURCES

IDAHO DEPARTMENT OF WATER RESOURCES  
WELL DRILLER'S REPORTUse Typewriter  
or  
Ball Point Pen

SHEET 2 OF 2

66517

1. DRILLING PERMIT NO. 51-97-W-0003-000

Other IDWR No. \_\_\_\_\_

## 2. OWNER:

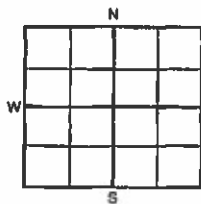
Name DAVID E. & JOYCE D. OWEN

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## 3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

T. 6 North ☐ or South ☒  
R. 5 East ☒ or West ☐  
Sec. 24 1/4 NW 1/4 SE 1/4  
Gov't Lot \_\_\_\_\_ County \_\_\_\_\_

Address of Well Site \_\_\_\_\_

(Give at least Direction + Distance to Road or Landmark)

Lot No. \_\_\_\_\_ Block No. \_\_\_\_\_ Subd. Name \_\_\_\_\_

## 4. PROPOSED USE:

- ☐
- Domestic
- ☐
- Municipal
- ☐
- Monitor
- ☐
- Irrigation
- 
- ☐
- Thermal
- ☐
- Injection
- ☐
- Other \_\_\_\_\_

## 5. TYPE OF WORK

- ☐
- New Well
- ☐
- Modify or Repair
- ☐
- Replacement
- ☐
- Abandonment

## 6. DRILL METHOD

- ☐
- Mud Rotary
- ☐
- Air Rotary
- ☐
- Cable
- ☐
- Other \_\_\_\_\_

## 7. SEALING PROCEDURES

| SEAL/FILTER PACK |      |    | AMOUNT          |  | METHOD |
|------------------|------|----|-----------------|--|--------|
| Material         | From | To | Sacks or Pounds |  |        |
|                  |      |    |                 |  |        |
|                  |      |    |                 |  |        |
|                  |      |    |                 |  |        |
|                  |      |    |                 |  |        |

Was drive shoe seal tested? ☒ Y ☐ N How? \_\_\_\_\_

## 8. CASING/LINER:

| Diameter | From | To | Gauge | Casting | Uner | Steel                    | Plastic                  | Welded                   | Threaded                 |
|----------|------|----|-------|---------|------|--------------------------|--------------------------|--------------------------|--------------------------|
|          |      |    |       |         |      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|          |      |    |       |         |      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|          |      |    |       |         |      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|          |      |    |       |         |      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Final location of shoes \_\_\_\_\_

Top Packer or Headpipe \_\_\_\_\_ Bottom Tailpipe \_\_\_\_\_

## 9. PERFORATIONS/SCREENS

- ☐
- Perforations Method \_\_\_\_\_
- 
- ☐
- Screens Type \_\_\_\_\_ Material \_\_\_\_\_

| From | To | Slot Size | Number | Diameter | Tele/Pipe Size | Casting                  | Uner                     |
|------|----|-----------|--------|----------|----------------|--------------------------|--------------------------|
|      |    |           |        |          |                | <input type="checkbox"/> | <input type="checkbox"/> |
|      |    |           |        |          |                | <input type="checkbox"/> | <input type="checkbox"/> |
|      |    |           |        |          |                | <input type="checkbox"/> | <input type="checkbox"/> |
|      |    |           |        |          |                | <input type="checkbox"/> | <input type="checkbox"/> |

## 10. WELL TESTS:

- ☐
- Pump
- ☐
- Baller
- ☐
- Air
- ☐
- Flowing Artesian

| Yield gal./min. | Drawdown | Pumping Depth | Time |
|-----------------|----------|---------------|------|
|                 |          |               |      |
|                 |          |               |      |
|                 |          |               |      |

Temperature of water \_\_\_\_\_ Was a water analysis done? Yes ☐ No ☐

By whom? \_\_\_\_\_

Water Quality (odor, etc.) \_\_\_\_\_

Bottom Hole Temperature \_\_\_\_\_

## 11. STATIC WATER LEVEL:

\_\_\_\_\_ ft. below surface Depth artesian flow found \_\_\_\_\_

Artesian pressure \_\_\_\_\_ lb. Describe access port \_\_\_\_\_

Describe Controlling Devices: \_\_\_\_\_

## 12. LITHOLOGIC LOG: (Describe repairs or abandonment)

| Bore Dia. | From  | To    | Remarks: Lithology, Water Quality & Temperature | WATER? | NO | YES |
|-----------|-------|-------|-------------------------------------------------|--------|----|-----|
|           | 125   | 176   | CLAY, SAND LAYERS INTERBEDDED                   |        |    |     |
|           |       |       | ALL VERY FINE GRAINED GRAY                      |        |    |     |
|           | 176   | 378   | CLAYS, SANDS, INTERBEDDED                       |        |    |     |
|           |       |       | HIGHER PERCENTAGE SAND GRAY                     |        |    |     |
|           | 371   | 372   | SANDSTONE, HARD GRAY                            |        |    |     |
|           | 372   | 440   | CLAY GRAY                                       |        |    |     |
|           | 440   | 497   | CLAYS, SANDS INTERBEDDED GRAY                   |        |    |     |
|           |       |       | HIGHER PERCENTAGE SAND                          |        |    |     |
|           | 497   | 545   | CLAY GRAY                                       |        |    |     |
|           | 545   | 574   | SAND & SILT, MOSTLY SAND, GRAY                  |        |    |     |
|           |       |       | VERY FINE, SQUEEZES                             |        |    |     |
|           | 574   | 585   | CLAY & THIN SAND LAYERS                         |        |    |     |
|           | 585   | 598   | CLAY GRAY                                       |        |    |     |
|           | 598   | 639   | CLAY & THIN SAND LAYERS GRAY                    |        |    |     |
|           | 639   | 648   | CLAY GRAY                                       |        |    |     |
|           | 648   | 650   | SAND GRAY                                       |        |    |     |
|           | 650   | 650.5 | CLAY, VERY STICKY GRAY                          |        |    |     |
|           | 650.5 | 662   | CLAY & THIN SAND LAYERS GRAY                    |        |    |     |
|           | 662   | 707   | CLAY GRAY                                       |        |    |     |

RECEIVED RECEIVED

JUL 22 1997 JUL 21 1997

Department of Water Resources WATER RESOURCES  
WESTERN REGIONDate: Started \_\_\_\_\_ Completed JULY 7, 1997

## 13. DRILLER'S CERTIFICATION

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

Firm Name ARTESIAN CO. Firm No. 318Firm Official HUGH HARDEN Date 18 JULY 1997

and

Supervisor or Operator Hugh Harden Date 18 JULY 1997

(Sign once if Firm Official &amp; Operator)

FORWARD WHITE COPY TO WATER RESOURCES

# WELL AGREEMENT

THIS WELL AGREEMENT, is made and entered into this 16 day of NOV, 2015, by and between Lenny and Karen Lett (hereinafter "Lett") Thomas E and Jan S Cook, (hereinafter "Cook"), Dennis and Darlene Chafe, (hereinafter "Chafe"), Jerry and Jennifer Vandersnick (hereinafter "Vandersnick"), and Larry Esson (hereinafter "Esson").

## Recitals:

- a. Lett are the deeded owners of real property located in Owyhee County, Idaho described as follows:

Lot 16 of Bruneau Height Subdivision, a resubdivision of part of the Townsite of Bruneau in the SE1/2 Section 25, T6S, R5E, BM in Owyhee County, Idaho and the plat of said subdivision having been duly filed and recorded in the office of the Recorder of Owyhee County, Idaho, and properly described in the Warranty Deed recorded at the office of the Owyhee County Recorder as Instrument # 256794 (hereinafter the "Well Lot")

- b. Cook are the deeded owners of real property located in Owyhee County, Idaho described as follows:

Lot 15 of Bruneau Height Subdivision, a resubdivision of part of the Townsite of Bruneau in the SE1/2 Section 25, T6S, R5E, BM in Owyhee County, Idaho and the plat of said subdivision having been duly filed and recorded in the office of the Recorder of Owyhee County, Idaho, and properly described in the Warranty Deed recorded at the office of the Owyhee County Recorder as Instrument # 279120 (hereinafter the "Cook Lot")

- c. Chafe are the owners of real property located in Owyhee County, Idaho described as follows:

Lot 12 of Bruneau Height Subdivision, a resubdivision of part of the Townsite of Bruneau in the SE1/2 Section 25, T6S, R5E, BM in Owyhee County, Idaho and the plat of said subdivision having been duly filed and recorded in the office of the Recorder of Owyhee County, Idaho, and properly described in the Warranty Deed recorded at the office of the Owyhee County Recorder as Instrument # 257192 (hereinafter the "Chafe Lot")

- d. Vandersnick are the owners of real property located in Owyhee County, Idaho described as follows:

Lot 10 of Bruneau Height Subdivision, a resubdivision of part of the Townsite of Bruneau in the SE1/2 Section 25, T6S, R5E, BM in Owyhee County, Idaho and the plat of said subdivision having been duly filed and recorded in the office of the Recorder of Owyhee County, Idaho, and properly described in the Warranty Deed recorded at the office of the Owyhee County Recorder as Instrument # 248436 (hereinafter the "Vandersnick Lot")

- e. Esson are the owners of real property located in Owyhee County, Idaho described as follows:

Lot 9 of Bruneau Height Subdivision, a resubdivision of part of the Townsite of Bruneau in the SE1/2 Section 25, T6S, R5E, BM in Owyhee County, Idaho and the plat of said subdivision having been duly filed and recorded in the office of the Recorder of Owyhee County, Idaho, and properly described in the Warranty Deed recorded at the office of the Owyhee County Recorder as Instrument # 254353 (hereinafter the "Esson Lot")

- f. A well, diversion works, pump, motor, control panel, well house structure and other associated equipment and fixtures (collectively the "Well") are entirely located on the Well Lot.
- g. The Well located on the Well Lot provides domestic and irrigation water to the Cook Lot, Chafe Lot, Vandersnick Lot and Esson Lot.
- h. Cook are purchasing the Well Lot from Lett pursuant to a Contract for Deed recorded at the office of the Owyhee County Recorder as Instrument #285791.
- i. No water right exists to permit water to be diverted from the Well for the Chafe, Vandersnick and Esson Lots. Thus, water is currently being illegally diverted from the Well to service those lots.
- j. Cook have filed a water right application with the Idaho Department of Water Resources (hereinafter "IDWR") (receipted by IDWR with receipt #W043073) to ensure the legitimacy of all water diverted from the Well to serve all users of the Well.
- k. The parties hereto desire to enter into this Well Agreement to provide for and define their responsibilities and entitlements with respect to all matters related to the Well and Well Lot.

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth, and other good and valuable considerations, the parties agree as follows:

1. Ownership of the Well. The parties agree and acknowledge that the Well and the Well Lot are the property of Lett, and that Cook has an interest in the Well and Well lot pursuant to the Contract for Deed that they and Lett have entered into as referenced hereinabove. Further, the parties agree that Chafe, Vandersnick and Esson have no ownership or other interest in either the Well or the Well Property except for the right to divert water through and from the said Well as hereinafter set forth.

2. License. Upon approval by IDWR, Cook agrees to provide Lett, Chafe, Vandersnick and Esson a copy of the water right license issued to Cook for the diversion of water from the Well.
3. Right to Use. The parties agree that, while Chafe, Vandersnick and Esson shall have no ownership interest in the Well or the Well Property, Cook, Chafe, Vandersnick and Esson shall all be entitled to the joint use of water from the Well for domestic and irrigation purposes pursuant to the terms of the license for water right application #W043073. The parties agree that they will cooperate and coordinate their water usage in the event of a shortage or problem with the Well. The parties agree that they will cooperate and coordinate their water usage during the summer months (May through September) and abide by reasonable lawn watering restrictions that will be posted annually. Under no circumstances shall any other property be permitted to hook up to the Well and receive water therefrom.
4. Operations, Maintenance, Repair and Replacement Cost. The cost of operating, maintaining and repairing the Well and/or the Well Property, and the cost of replacing any portion of the Well, including but not limited to pumping equipment, casing, well pipe, and water distribution line, shall be equally distributed between the owners of the Lots that are connected to the well: Cook, Chafe, Vandersnick and Esson. The cost shall be calculated using the actual cost for operations, preventative maintenance, maintenance, repair, power, and replacement of the Well, and shall not include any surcharges.
5. Operation and Administration of the Well. The parties agree that Cook shall operate, maintain and repair the Well and/or the Well Lot. Chafe, Vandersnick and Esson agree to pay their shares of such costs to maintain and/or repair within 30 days of notice that the amount is due. Under no circumstances shall Lett be responsible for any costs related to the Well.
6. Replacement of the Well. Upon the need for replacement of the Well (as determined by a licensed well driller hired by the parties for the purpose of making that determination), Cook may unilaterally terminate this agreement 180 days after such determination is made, and all parties shall thereafter provide for their own water needs without any liability whatsoever on the part of Cook. Alternatively, if Cook agrees, Cook and any other or all parties hereto may agree to continue this agreement after replacement of the Well without alteration thereof.
7. Termination by Chafe, Esson, Vandersnick. Chafe, Vandersnick or Esson may at any time unilaterally terminate their participation in this agreement by providing the other parties with 60 days notice of that party's intent to do so, and by paying all monetary obligations under the agreement on or before such 60 days expire. On or before expiration of the 60 days, the party terminating its participation in this agreement shall cut and cap the water

line leading to the Well at that party's own expense and to the satisfaction of Cook. Upon the satisfaction of that party's obligations under this agreement, that party shall no longer be obligated nor entitled in any way under this Agreement.

8. Indemnification of Lett. Cook, Chafe, Vandersnick and Esson agree to hold Lett harmless from any claims, causes of action, demands, damages or otherwise which relate to or arise out of the parties' use of the Well or the Well Property. The parties agree that Lett does not warrant the condition of quality of the Well, nor does Lett warrant the quality of the water diverted from said Well, and that Cook, Chafe, Vandersnick and Esson shall hold harmless Lett from any claims, causes of action, demands, damages or otherwise which relate to or arise out of the condition of the Well or the quantity or quality of the water diverted from the Well.
9. Indemnification of Cook. Chafe, Vandersnick and Esson agree to hold Cook harmless from any claims, causes of action, demands, damages or otherwise which relate to or arise out of Chafe's, Vandersnick's and Esson's use of the Well or the Well Property. The parties agree that Cook does not warrant the condition of quality of the Well, nor does Cook warrant the quality of the water diverted from said Well, and that Chafe, Vandersnick and Esson shall hold harmless Cook from any claims, causes of action, demands, damages or otherwise which relate to or arise out of the condition of the Well or the quantity or quality of the water diverted from the Well.
10. Penalties and Sanctions. Further, Cook, Chafe, Vandersnick and Esson hold harmless and shall defend Lett from any penalties, sanctions, directives, claims or any action taken or requirement imposed by any party or entity, public or private, with respect to environmental matters relating to the subject matter, terms or performance of this Well Agreement unless Lett shall be solely responsible for the condition or activity which gives rise to any such penalty, sanction, directive, claim, action or requirement. In the event Lett is required by any governmental authority to acquire or comply with any permit or other operational requirements associated with Cook's, Chafe's, Vandersnick's and Esson's use of the Well, Cook, Chafe, Vandersnick and Esson shall hold harmless and defend Lett from all cost and liabilities associated with such permit and other requirements, including but not limited to costs associated with all permit acquisition, construction, monitoring, treatment, administration, filing and other requirements.
11. Fees and Cost. In the event that a party hereto shall be required to secure legal services or advice to enforce any of their respective rights, duties or obligations hereunder, with or without litigation, the successful party with respect to such enforcement shall be entitled to recover, in addition to all other remedies, reasonable attorney fees and cost.

12. Default. If any party entitled to receive water from the Well under this agreement fails or refuses to pay their share of any charges or expenses as outlined in paragraphs 5 and 6 hereinabove, or fails to comply with any other provision of this agreement, Cooks may disconnect the defaulting party's connection to the Well and charge the defaulting party for the installation cost of the shut off valve. The defaulting party shall not be reconnected until all delinquent payment have been made, and/or all defaults have been cured, including payment for the expense of disconnection and reconnection, together with any attorney fees incurred in connection therewith.
13. Binding Effect. This Well Agreement is binding upon and inures to the benefits of the parties hereto and their respective successors, assigns, heirs, executors, administrators and representatives and shall run with the lands described in the Recitals.
14. Agreement to be Recorded. This Agreement shall be recorded in the office of the Owyhee County Recorder.
15. Entire Agreement. This Agreement is intended to supersede all prior written and oral agreements between the parties with respect to the matters addressed herein. As such, this Agreement, including the recitals hereinabove set forth, constitutes the entire agreement of the parties hereto with respect to the matters contained herein, and no prior agreement, communication, or understanding pertaining to any such matter, shall be effective for any purpose.

Lett

Lenny Lett 11-7-2015  
By: Lenny Lett Date

Karen Lett Nov. 7, 2015  
By: Karen Lett Date

Cook

\_\_\_\_\_  
By: Thomas E. Cook Date

\_\_\_\_\_  
By: Jan S. Cook Date

Chafe

\_\_\_\_\_  
By: Dennis Chafe Date

\_\_\_\_\_  
By: Darlene Chafe Date

Vandersnick

\_\_\_\_\_  
By: Jerry Vandersnick Date

\_\_\_\_\_  
By: Jennifer Vandersnick Date

Esson

\_\_\_\_\_  
By: Larry Esson Date

Lett

By: Lenny Lett

Date

By: Karen Lett

Date

Cook

By: Thomas E. Cook

Date

By: Jan S. Cook

Date

Chafe

By: Dennis Chafe

Date

By: Darlene Chafe

Date

Vandersnick

By: Jerry Vandersnick

Date

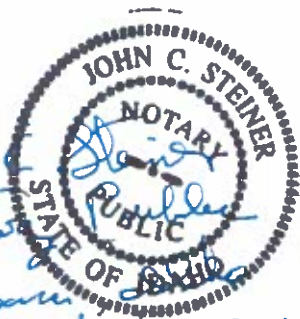
By: Jennifer Vandersnick

Date

Esson

By: Larry Esson

Date



Lett

By: Lenny Lett

Date

By: Karen Lett

Date

Cook

By: Thomas E. Cook

Date

By: Jan S. Cook

Date

Chafe

By: Dennis Chafe

Date

By: Darlene Chafe

Date

Vandersnick

By: Jerry Vandersnick

Date

By: Jennifer Vandersnick

Date

Esson

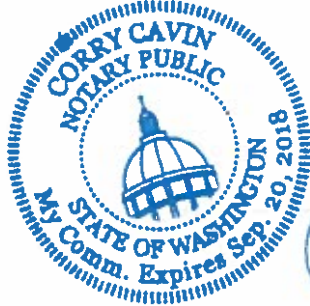
By:  Larry Esson

 10/26/15  
Date

STATE OF Washington )  
County of Thurston ) ss:

On this Sept 7<sup>th</sup> day of September, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared, Lenny Lett and Karen Lett, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Notary Public for Idaho Washington  
Residing At: Olympia

My Notary Expires: 09-20-18

Corry Cavin September 7, 15

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared, Thomas E Cook and Jan S Cook, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledge to me that they executed the same.

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

Notary Public for Idaho

Residing At: \_\_\_\_\_

My Notary Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared, Lenny Lett and Karen Lett, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Public for Idaho  
Residing At: \_\_\_\_\_

My Notary Expires: \_\_\_\_\_

STATE OF Idaho )  
 ) ss:  
County of Owyhee )

On this 29 day of Aug., 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared, Thomas E Cook and Jan S Cook, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledge to me that they executed the same.

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

Notary Public for Idaho  
Residing At: Oreana, Idaho

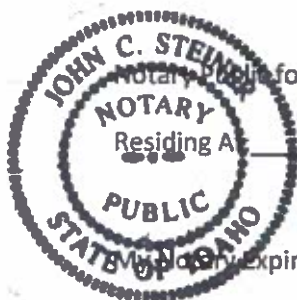
My Notary Expires: 3-1-19



STATE OF Idaho )  
County of Dupree ) ss:

On this 29 day of Aug, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared, Dennis Chafe and Darlene Chafe, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Notary Public for Idaho

Residing At: Dreama Idaho

My Notary Expires: 3-1-19

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared, Jerry Vandersnick and Jennifer Vandersnick, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledge to me that they executed the same.

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

Notary Public for Idaho

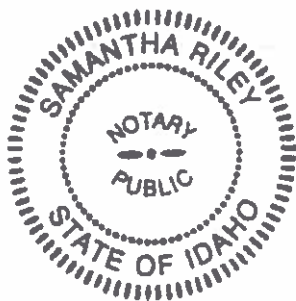
Residing At: \_\_\_\_\_

My Notary Expires: \_\_\_\_\_

STATE OF Idaho )  
 ) ss:  
County of Elmore )

On this 26<sup>th</sup> day of October, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared, Larry Esson, known to me to be the person whose name is subscribed to the foregoing instrument, 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 certificate first above written.



Notary Public for Idaho

Residing At: Elmore County

My Notary Expires: 4/20/21

Instrument # 285791

MURPHY, OWYHEE, IDAHO

2-3-2015 01:04:24 PM No. of Pages: 12

Recorded for : OWYHEE COUNTY

ANGELA BARKELL

Fee: 43.00

Ex-Officio Recorder Deputy

Index to: CONTRACT OF SALE

## CONTRACT FOR DEED

THIS CONTRACT FOR DEED is made and entered into this 1 day of February, 2015, by and between Lenny and Karen Lett, (hereinafter referred to as "Seller"), and Thomas and Jan Cook, (hereinafter referred to as "Buyer"), collectively referred to Parties.

WITNESSETH, that if the Buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the Seller hereby covenants and agrees to convey to the Buyer, his heirs, executors, administrators, personal representatives, or assigns, in fee simple absolute, clear of all encumbrances by a good and sufficient warranty deed or equivalent deed, that Property ("Property") situated in the County of Lot 16 of Bruneau Heights, according to the official plat thereof filed as instrument No 218095, Official Records of Owyhee County, State of Idaho, more fully described on Exhibit "A", attached hereto and made a part hereof.

The sale of the Property (and the term "Property") shall include all buildings and improvements on the property and all right, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way. The sale of the Property shall also include the following fixtures and personal property associated with the Property (unless specifically excluded below), all of which (if any) are owned by Seller free and clear of all liens and encumbrances, including: gas heaters; propane tanks (including propane if owned); central heating, ventilation and air conditioning equipment and fixtures; sump pumps; attached TV antennas and cables; lighting and light fixtures; plumbing equipment and fixtures; attached mirrors; linoleum; wall-to-wall carpet; window and porch shades; blinds; storm windows and doors; screens; curtain and drapery rods; awnings; automated garage door openers and remote control units; keys; attached humidifiers; attached outside cooking units; attached fireplace screens and/or glass doors; attic and ceiling fans; built-in kitchen appliances; and:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Included Items).

The following items are specifically excluded from this contract and shall not be transferred to Buyer as a part of the Property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Excluded Items)

SCANNED  
INDEXED

|        |          |
|--------|----------|
|        | Initials |
| Seller | KL       |
| Buyer  | TC       |

### PRICE AND PAYMENT

Buyer herein covenants and agrees to pay to the Seller the sum of Twelve Thousand Five Hundred Dollars (\$12,500) as the purchase price for the Property, as follows:

[LS KL ] One Thousand Five Hundred Dollars (\$1,500) paid to the Seller upon execution of this agreement, the receipt of which is hereby acknowledged.

[LS KL ] The principal sum of Eleven Thousand Dollars (\$11,000) with interest on the whole sum at the rate of five and one half (5.5%) percent per annum, payable in monthly installments of Two Hundred Ten Dollars and eleven cents (\$210.11) beginning on the 20<sup>th</sup> day February 2015, and continuing on the 20<sup>th</sup> day of each and every month thereafter, until the 20 day of January, 2020, when all remaining principal and interest shall be paid.

Any interest that may be charged, shall be computed monthly and deducted from the payment and the balance of the payment shall be applied to the principal

### SECURITY

This Contract shall stand as security for the performance of Buyer and as security of the payment of the obligation of Buyer under this Contract. All improvements on the Property, including, but not limited to, buildings, fixtures, trees or other improvements now on the Property, or hereafter made or placed thereon, shall also be part of the security for the performance of this contract and shall not be removed from the Property.

### AS-IS CONDITION OF PROPERTY

Buyer accepts the Property "as-is" without any type of warranty thereon. Buyer further understands that Seller has not made and does not make any representations or warranties of any kind as to the condition of the Property, buildings, improvements or fixtures located thereon, and/or the location of the boundaries of the Property.

### DEED AND EVIDENCE OF TITLE

Upon payment of the total purchase price and other amounts, including any late charge, by Buyer, Seller will, at Seller's expense, deliver a Statutory or General Warranty Deed to the Property to Buyer, free and clear of any liens or encumbrances other than taxes and assessments for the current year.

### TITLE

Title shall be conveyed free and clear of all encumbrances except those mortgages or liens, if any, mentioned herein, easements, restrictions, limitations, reservations, covenants and conditions of record not coupled with a possibility of reverter, right of reentry or other reverter right which amounts to a qualification of the fee, and subject also to applicable zoning ordinances and real estate taxes for the year in which the deed is delivered, and thereafter.

|        |                                 |
|--------|---------------------------------|
| Seller | <u>Initials</u><br><u>LS KL</u> |
| Buyer  | <u>[Signature]</u>              |

### **TAXES AND ASSESSMENTS**

The Buyer agrees to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land apportioned as of the date of this Contract.

### **RISK OF LOSS AND INSURANCE**

Risk of loss by negligence, fire or other casualty is on the Buyer

### **EMINENT DOMAIN**

In the event that any or all of the property is taken by eminent domain during the existence of this Contract, the rights and obligations shall be as follows:

a. If the amount taken is less than fifty (50%) percent of the total value of the property at the time of the taking, the entire award shall be paid to the Buyer and the contract shall continue unaffected by the taking.

b. If the amount taken is more than fifty (50%) percent of the total value of the property at the time of the taking, then the award shall be paid to the Seller to the extent that is necessary to pay out the contract, such sum including accrued interest to date, but excluding unearned interest, and the balance of the award shall be paid to the Buyer. The contract will thus be consummated and the Seller will convey to the Buyer any of the property herein included which was not taken by eminent domain. In the event the amount of the award is insufficient to satisfy the outstanding obligations of the Buyer to the Seller, excluding unearned interest, the contract shall nevertheless be terminated as previously provided in this paragraph.

c. The provisions of this Paragraph shall apply also to any settlement or agreement reached between the Buyer and any corporation, authority or agency having the power of eminent domain whereby the Buyer voluntarily conveys to such agency, authority, or corporation in order to avoid condemnation proceedings.

### **PREPAYMENT**

The Buyer may prepay the entire balance outstanding at any time without penalty and without notice. Such prepayment shall not include unearned interest. Upon full prepayment, the Seller shall have twenty (20) days in which to deliver a warranty deed or equivalent deed. The Buyer may make additional payment to the principle without penalty. Additional principle payment will reduce the overall interest paid over the life of the loan. In January of each year the Sellers will provide the Buyers with 1098 Form showing the interested paid on the loan for the previous year. If the Buyers have made additional principle payments during the year, the Sellers will generate an updated loan amortization schedule and provide to the Buyer with the 1098 for the year.

|        |                    |
|--------|--------------------|
|        | Initials           |
| Seller | <i>[Signature]</i> |
| Buyer  | <i>[Signature]</i> |

☐ CORRECTED (if checked)

|                                                                                                                              |                                |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RECIPIENT'S name (street address, city or town, state or province, county, ZIP or foreign postal code, and telephone number) |                                | Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and rules of the secured property may apply. Also, you may only deduct interest on the interest it was assumed by you, actually paid by you, and not guaranteed by another person.<br><b>2015</b><br>Form 1098 | <b>Mortgage Interest Statement</b><br><br><b>Copy B</b><br>For Payor/Borrower<br><small>The information on lines 1, 2, and 3 is important for determining your tax liability. If you are required to file a return, a taxpayer's credits or other benefits may be impacted on year if the IRS determines that an understatement of tax results because the understated a deduction or that mortgage interest or for those points at deduction you did not report the related interest on your return.</small> |
| RECIPIENT'S return identification no.                                                                                        | PAYEE's social security number | 1 Mortgage interest received from payor/borrower                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| PAYEE'S name                                                                                                                 |                                | 2 Points paid on purchase of principal residence                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Street address (including apt. no.)                                                                                          |                                | 3 Forefront of overpaid interest                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| City or town, state or province, country, and ZIP or foreign postal code                                                     |                                | 4                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Account number (see instructions)                                                                                            |                                | 5                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

Form 1098 (keep for your records) www.irs.gov/form1098 Department of the Treasury Internal Revenue Service

## POSSESSION OF PROPERTY

Upon execution of this Contract Buyer shall take possessions of the Property and shall enjoy peaceful possession of the Property for as long as all payments due under this agreement are made in a timely manner and all other terms and covenants are complied with.

## TIME OF THE ESSENCE

Time is of the essence with respect to the terms and provisions of this Contract. The time of each payment shall also be an essential part of this contract.

## DEFAULT BY SELLER

In case of the failure of the Seller to comply with the terms of this Contract or to perform any of the covenants hereby made and entered into, the Buyer shall have the option to collect damages at law or to demand specific performance, costs and reasonable attorney's fees from the Seller.

## DEFAULT BY BUYER

If Buyer fails to make any payment due under this Contract or fails to perform any covenant, term or condition required by this Contract on or before the due date, Seller shall give Buyer a notice of default or performance ("Notice"). The Notice shall state that Buyer is allowed fourteen (14) days from the date of the Notice to cure the default or performance. If the default or failure of performance is not cured within the 14 day time period, then Seller shall have, at Seller's option, any of the following remedies:

- (a) Give Buyer a written notice specifying the failure to cure the default or performance ("Notice of Failure to Cure") and informing the Buyer that if the default continues for an additional fifteen (15) days after service of the "Notice of Failure to Cure" that without further notice, this Contract shall be cancelled and terminated and Seller may regain possession of the Property as provided herein. Buyer shall forfeit all payments made by him to date on this agreement (including taxes and assessments) and said amount (paid to Seller) shall be retained by the Seller in full satisfaction and liquidation of all damages sustained by the Seller. Seller shall have the right to reenter and to take immediate possession of the Property without being liable in any action in trespass, or otherwise, and to seek such self-help remedies or other remedies as shall place the Seller in exclusive possession of the

|        |                    |
|--------|--------------------|
| Seller | <i>[Signature]</i> |
| Buyer  | <i>[Signature]</i> |

premises. Buyer expressly agrees that in the event of default which is not cured by Buyer and termination of this Contract, and if Buyer fails to vacate the Property, Seller shall have the right to obtain possession by appropriate court action. Seller shall also be entitled to recover such other damages as they may be due which are caused by the acts or negligence of Buyer.

(b) Give the Buyer a written notice specifying the failure to cure the default or performance ("Notice of Failure to Cure") and informing the Buyer that if the default continues for an additional fifteen (15) days after service of the "Notice of Failure to Cure" that without further notice, the entire principal balance and any unpaid interest shall be due and payable immediately, and Seller may take any appropriate action against Buyer for collection of the entire principal balance and any unpaid interest according to the laws of the State of Idaho. All costs and expenses of collection, by foreclosure, or otherwise, including reasonable attorney's fees, shall be paid by the Buyer, and all such sums are hereby secured by this agreement.

#### **MAINTENANCE OF PROPERTY**

The Buyer will not permit, commit or suffer waste and will maintain the Property at all times in a state of good repair and condition, and will not do or permit to be done anything to the Property that will in any way impair or weaken the security of the Seller's title. In case of the refusal, neglect or inability of the Buyer to repair and maintain said Property, the Seller may, at the Seller's option, make such repairs or cause the same to be made, and advance money in that behalf, which sums advanced or costs of repairs shall be the obligation of the Buyer and shall be secured by this Contract.

#### **RETURN OF PROPERTY**

In the event this Contract is terminated and Buyer is required to return the Property to Seller as may be required by the terms of this Contract, Buyer agrees to return the property to Seller in substantially the same condition, as it now exists, ordinary wear and tear excepted. Seller reserves the right to inspect the property at any time by giving Buyer reasonable notice.

#### **RECORDING**

While this Contract may be recorded, the Seller may record a Notice of Termination of said Contract if the Buyer defaults in the performance of the Buyer's obligations and responsibilities under this Contract under the laws of the State of Idaho.

#### **MORTGAGE BY SELLER**

During the lifetime of this Contract, Seller may place a mortgage on the Property, which shall become a lien on the Property, superior to the rights of the Buyer, or may continue and renew any existing mortgage on the Property, as long as the total amount due on all outstanding mortgages is not, at any time, greater than the unpaid balance under this Contract.

|        |                                                                                       |
|--------|---------------------------------------------------------------------------------------|
| Seller |  |
| Buyer  |  |

If Seller's interest in the Property is at any time encumbered by a mortgage, Seller agrees to perform all obligations under the mortgage and to make all payments of principal and interest on the mortgage as they become due. Seller further agrees to produce evidence of any such payments to Buyer upon Buyer's demand. If Seller defaults on any such mortgage or land contract, Buyer shall have the right to make any necessary payments or take any necessary actions to cure the default and Buyer will be reimbursed by receiving credit to this Contract to apply to any payments that are due or will become due.

#### **CONVEYANCE BY SELLER**

The Seller reserves the right to convey, Seller's interest in the Property. Such conveyance shall not be a cause for rescission of this Contract and shall be subject to the terms of this Contract

#### **JOINT AND SEVERAL LIABILITY**

If there is more than one Buyer, then all Buyers covenant and agree to joint and several liability and obligations with respect to this Contract.

#### **REINSTATEMENT AFTER ACCELERATION**

If Buyer defaults under the terms of this Contract and payments are accelerated hereunder, Buyer shall have the right to reinstate this Contract as allowed by the laws of the State of Idaho, provided that Buyer:

- (a) pays Seller all sums due at that time under this Contract as if no acceleration had occurred;
- (b) cures any default or other covenant or agreement; and
- (c) reimburses all expenses incurred by Seller in enforcing this Contract and protecting Seller's interest in the property, including, but not limited to, reasonable attorneys' fees.
- (d) pay any reinstatement amounts and expenses by: cash, valid money order, valid certified check, valid bank check, or valid cashier's check

In the event of any reinstatement, this Security Instrument and any obligations secured hereby shall remain fully effective as if no acceleration had ever occurred.

#### **NOTICES**

Any notice to be given or to be served upon any party hereto, in connection with this Contract, must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered: (1) in person; (2) by certified mail; or (3) by overnight courier as follows: If to Seller:

|        |                    |
|--------|--------------------|
| Seller | <i>[Signature]</i> |
| Buyer  | <i>[Signature]</i> |

Seller : Lenny Lett  
Address: 6405 54<sup>th</sup> Ave NW  
City: Olympia  
State and Zip: WA 98502

Seller: Karen Lett  
Address: 6405 54<sup>th</sup> Ave NW  
City: Olympia  
State and Zip: WA 98502

and if to Buyer:

Buyer: Thomas E Cook  
Address: 28489 Summit, PO Box 588  
City : Bruneau  
State and Zip: ID 83604

Buyer: Jan S Cook  
Address: 28489 Summit, PO Box 588  
City : Bruneau  
State and Zip: ID 83604

#### **ASSIGNMENT OR SALE BY BUYER**

Buyer shall not sell, assign, transfer or convey any interest in the Property or this Agreement, without the prior written consent by Seller. In the event Seller gives Buyer permission to transfer or convey Buyer's interest, such conveyance shall not be a cause for rescission of this Contract and shall be subject to the terms of this Contract.

#### **PARTIES**

If Seller or Buyer constitutes two or more persons, the terms "Seller" or "Buyer" shall be construed to read "Sellers" or "Buyers" whenever the sense of the Contract requires. Unless identified as Seller or Buyer, no real estate professional, escrow agent or closing agent is a party to this Contract.

#### **SINGULAR, PLURAL AND GENDER**

The words "Seller" and "Buyer" herein employed shall be construed to include the plural as well as the singular, and the masculine shall include the feminine and neuter where the context so admits or requires.

#### **PENDING LITIGATION**

Seller warrants and represents that there are no legal actions, suits or other legal or administrative proceedings, including cases, pending or threatened or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated which might or does affect the conveyance contemplated hereunder.

#### **GOVERNING LAW**

This Contract, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Idaho.

|        |                    |
|--------|--------------------|
| Seller | <i>[Signature]</i> |
| Buyer  | <i>[Signature]</i> |

## DISPUTES

**Mediation and Possible Litigation.** If a dispute arises, the parties will try in good faith to settle it through mediation conducted by working through a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

## ATTORNEY FEES AND COSTS

In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

## SEVERABILITY

If any court determines that any provision of this contract is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this contract invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

## WAIVER

If one party waives any term or provision of this contract at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this contract, that party retains the right to enforce that term or provision at a later time.

## BINDING EFFECT

This Agreement and covenants herein shall be binding upon and shall inure to the benefit of the parties hereto and their successors, heirs, executors, administrators, personal representatives and assigns. However, nothing shall authorize a transfer in violation of any other provisions in the Agreement.

|        |                                                                                       |
|--------|---------------------------------------------------------------------------------------|
|        | <i>Initials</i>                                                                       |
| Seller |  |
| Buyer  |  |

**COUNTERPARTS**

This Contract may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

**INTERPRETATION**

Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

**TYPEWRITTEN OR HANDWRITTEN PROVISIONS**

Typewritten or handwritten provisions inserted herein or attached hereto as Addenda shall control all printed provisions in conflict therewith.

**ENTIRE AGREEMENT**

This Contract is the entire agreement between the parties with respect to the transaction contemplated herein. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

|        |                                                                                       |
|--------|---------------------------------------------------------------------------------------|
|        | Initials                                                                              |
| Seller |  |
| Buyer  |  |

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

Signature Lenny Lett  
Seller Lenny Lett  
Date 1-24-2015  
Address: 6405 54<sup>th</sup> Ave NW  
City Olympia  
State and Zip WA 98502

Signature Karen Lett  
Seller Karen Lett  
Date 1-24-2015  
Address: 6405 54<sup>th</sup> Ave NW  
City Olympia  
State and Zip WA 98502

State of WA )

County of Thurston )

) ss

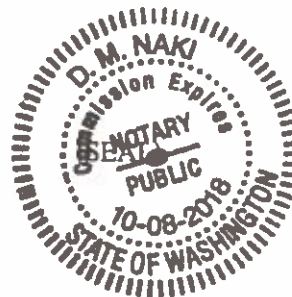
Before me personally appeared Lenny + Karen Lett to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 24 day of Jan, 2015

D.M. Naki  
Signature of person taking acknowledgment (Notary Public)

D.M. Naki  
Name typed, printed, or stamped

10-8-18  
My Commission Expires



|        |                   |          |           |
|--------|-------------------|----------|-----------|
| Seller | <u>Lenny Lett</u> | Initials | <u>KL</u> |
| Buyer  | <u>Karen Lett</u> |          | <u>KL</u> |

Signature [Signature]  
Buyer Jan S Cook  
Date 11/29/2015  
Address: 28489 Summit Ave  
City Bruneau  
State and Zip ID 83604-0588

Signature [Signature]  
Buyer Thomas E. Cook  
Date 11/29/2015  
Address: 28489 Summit Ave  
City Bruneau  
State and Zip ID 83604-0588

State of Idaho )

County of Elmore )

) ss

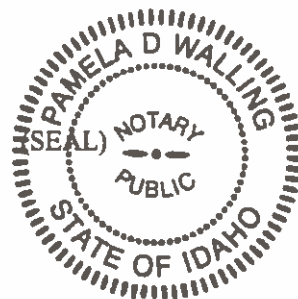
Before me personally appeared Jan S Cook / Thomas E Cook to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 29 day of January, 2015.

Pamela D Walling  
Signature of person taking acknowledgment (Notary Public)

Pamela D Walling  
Name typed, printed, or stamped

Nov 4, 2019  
My Commission Expires



|        |                                       |
|--------|---------------------------------------|
| Seller | <u>[Signature]</u> Initials <u>KL</u> |
| Buyer  | <u>[Signature]</u>                    |

## EXHIBIT "A"

### Legal Description of Property:

PT-56224-15631 3M

04-635

**WARRANTY DEED**

FOR VALUE RECEIVED  
David Owen aka David E. Owen and Joyce Owen aka Joyce D. Owen, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto  
Lenny Lett and Karen Lett, husband and wife

GRANTEE(S), whose current address is: 6405 34th Ave. NW Olympia, WA 98502  
the following described real property in Owyhee County, State of Idaho,  
more particularly described as follows, to wit:

Lot 16 of Bruneau Heights, according to the official plat thereof, filed as  
Instrument No. 218095, Official Records of Owyhee County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and  
Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said  
Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all  
encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done  
by the Grantee(s), and subject to reservations, restrictions, dedications, easements, rights of way and agreements,  
if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the  
current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all  
lawful claims whatsoever, except those of record.

Dated June 7, 2006

David Owen  
David Owen

Joyce Owen  
Joyce Owen

STATE OF Idaho, County of Blaine, ss.  
On this 9th day of June  
in the year of 2006, before me the undersigned, a Notary  
Public in and for said State, personally appeared  
David Owen, Joyce Owen

I know or stand to be the person(s) whose name  
are described in the written instrument, and  
as authorized by law, I do hereby certify that the  
signature of the person(s) is/are the same as the  
signature of the person(s) who appeared before me.

Judith M. Alfred  
Notary Public  
My commission expires: 5-26-12

Instrument # 256794  
MURPHY, OWYHEE, IDAHO  
2006-06-14 03:43:25 No. of Pages: 1  
Recorded for: ALLIANCE TITLE CO  
CHARLOTTE SHERBURN  
Ex-Officio Recorder Deputy B. SUND Fee: 3.00  
Date in Clerk's Office

Seller [Signature] Initials  
Buyer [Signature]

RECEIVED

DEC 21 2015 - Amended

Amended  
12/8/2015

Ident. No. 51-13111

RECEIVED

MAY 07 2015

WATER RESOURCES  
WESTERN REGIONWATER RESOURCES  
WESTERN REGION  
STATE OF IDAHO

## APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant(s)
- Jan and/or Thomas Cook

Name connector (check one): ☐ and ☐ or ☒ and/orPhone 208-845-2086Mailing address P.O. Box 588State ID Zip 83604Email jan@janscook.comCity Bruneau

2. Source of water supply
- Groundwater

which is a tributary of N/A

3. Location of point(s) of diversion:

| TWP | RGE | SEC | Govt Lot | 1/4 | 1/4 | 1/4 | County | Source      | Local name or tag # |
|-----|-----|-----|----------|-----|-----|-----|--------|-------------|---------------------|
| 6S  | 5E  | 24  |          |     | NW  | SE  | Owyhee | Groundwater | 51-97-W-0003-000    |
|     |     |     |          |     |     |     |        |             |                     |
|     |     |     |          |     |     |     |        |             |                     |
|     |     |     |          |     |     |     |        |             |                     |

4. Water will be used for the following purposes:

Amount 12 cfs 16 cfs for Domestic/Residential purposes from 1-1 to 12-31 (both dates inclusive)Amount 06 cfs for Irrigation purposes from 3/15 to 11/15 (both dates inclusive)

Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)

Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)

5. Total quantity to be appropriated is (a)
- 18
- 16
- cubic feet per second (cfs) and/or (b) \_\_\_\_\_ acre feet per year (af).

6. Proposed diverting works:

a. Describe type and size of devices used to divert water from the source. A 5hp pump diverts water from the existing well to four separate homes and associated yards all within T06S R05E Section 24 NWSEb. Height of storage dam \_\_\_\_\_ feet; active reservoir capacity \_\_\_\_\_ acre-feet; total reservoir capacity \_\_\_\_\_ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 11. For dams 10 feet or more in height OR reservoirs with a total storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☐ Noc. Proposed well diameter is 6 inches; proposed depth of well is 707 feet.d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ Noe. If well is already drilled, when? July, 1997; drilling firm Artesian Co.well was drilled for (well owner) David and Joyce Owen; Drilling Permit No. 51-97-W-0003-000

7. Description of proposed uses (if irrigation only, go to item 8):

a. Hydropower; show total feet of head and proposed capacity in kW. \_\_\_\_\_

b. Stockwatering; list number and kind of livestock. \_\_\_\_\_

c. Municipal; complete and attach the Municipal Water Right Application Checklistd. Domestic; show number of households 4 Homes limited to 1/2 Acre irrigation for Lawns

e. Other; describe fully. \_\_\_\_\_

8. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

| TWP | RGE | SEC | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    | TOTALS |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
|     |     |     | NR | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 6S  | 5E  | 24  |    |    |    |    |    |    |    |    |    |    |    |    | D  | X  | KC |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |

Total number of acres to be irrigated: 3.8 AC

9. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping?

No other water rights

10. a. Who owns the property at the point of diversion? Lenny and Karen Lett
- b. Who owns the land to be irrigated or place of use? Subdivision residents including applicant
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Please see attached Contract for Deed. Existing system distributes domestic water to four separate homes

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary.

An existing well distributes domestic water to four separate homes within Bruneau Heights Subdivision. The developer drilled the well as an exempt domestic well, but then proceeded to connect additional homes to the system. With this permit application, applicant seeks to bring the well into compliance with Idaho law.

12. Time required for completion of works and application of water to proposed beneficial use is 1 years (minimum 1 year).

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant

Jan S Cook  
Print Name (and title, if applicable)

Signature of Applicant

Thomas E Cook  
Print Name (and title, if applicable)

Received by

Fee \$ 100.00

Received by

For Department Use:

Date 5/7/15

Time 11:55

Preliminary check by RS

Receipt No. W043073

Date 5/7/15

W043758

12/21/15

\$125.00  
will upgrade fee.

was received with ORIGINAL APPLICATION

RECEIVED

MAY 07 2015

WATER RESOURCES  
WESTERN REGION

# ORIGINAL

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**APPLICATION FOR PERMIT**  
To appropriate the public waters of the State of Idaho

Ident. No. 51-13111. Name of applicant(s) Jan and/or Thomas CookPhone 208-845-2086Name connector (check one): ☐ and ☐ or ☒ and/orMailing address P.O. Box 588City BruneauState IDZip 83604Email jan@janscook.com2. Source of water supply Groundwaterwhich is a tributary of N/A

3. Location of point(s) of diversion:

| TWP | RGE | SEC | Govt Lot | 1/4 | 1/4 | 1/4 | County | Source      | Local name or tag # |
|-----|-----|-----|----------|-----|-----|-----|--------|-------------|---------------------|
| 6S  | 5E  | 24  |          |     | NW  | SE  | Owyhee | Groundwater | 51-97-W-0003-000    |
|     |     |     |          |     |     |     |        |             |                     |
|     |     |     |          |     |     |     |        |             |                     |
|     |     |     |          |     |     |     |        |             |                     |

4. Water will be used for the following purposes:

Amount .12 cfs for Domestic/Residential purposes from 1-1 to 12-31 (both dates inclusive)  
(cfs or acre-feet per year)Amount .06dfs for Irrigation purposes from 3/15 to 11/15 (both dates inclusive)  
(cfs or acre-feet per year)Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
(cfs or acre-feet per year)Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
(cfs or acre-feet per year)5. Total quantity to be appropriated is (a) .18 cubic feet per second (cfs) and/or (b) \_\_\_\_\_ acre feet per year (af).

6. Proposed diverting works:

a. Describe type and size of devices used to divert water from the source. A 5hp pump diverts water from the existing well to four separate homes and associated yards all within T06S R05E Section 24 NWSE.b. Height of storage dam \_\_\_\_\_ feet; active reservoir capacity \_\_\_\_\_ acre-feet; total reservoir capacity \_\_\_\_\_ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 11. For dams 10 feet or more in height OR reservoirs with a total storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☐ Noc. Proposed well diameter is 6 inches; proposed depth of well is 707 feet.d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ Noe. If well is already drilled, when? July, 1997; drilling firm Artesian Co.  
well was drilled for (well owner) David and Joyce Owen; Drilling Permit No. 51-97-W-0003-000

7. Description of proposed uses (if irrigation only, go to item 8):

a. Hydropower; show total feet of head and proposed capacity in kW. \_\_\_\_\_

b. Stockwatering; list number and kind of livestock. \_\_\_\_\_

c. Municipal; complete and attach the Municipal Water Right Application Checklist.d. Domestic; show number of households 4

e. Other; describe fully. \_\_\_\_\_

~~RE~~ SUPERSEDED BY AMENDED APPLICATION RECEIVED 12-21-15

8. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

| TWP | RGE | SEC | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    | TOTALS |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
|     |     |     | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 6S  | 5E  | 24  |    |    |    |    |    |    |    |    |    |    |    |    |    | 3  |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |

Total number of acres to be irrigated: 3

9. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping?

10. a. Who owns the property at the point of diversion? Lenny and Karen Lett
- b. Who owns the land to be irrigated or place of use? Subdivision residents including applicant.
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Please see attached Contract for Deed. Existing system distributes domestic water to four separate homes

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary.
- An existing well distributes domestic water to four separate homes within Bruneau Heights Subdivision. The developer drilled the well as an exempt domestic well, but then proceeded to connect additional homes to the system. With this permit application, applicant seeks to bring the well into compliance with Idaho law.

12. Time required for completion of works and application of water to proposed beneficial use is 1 years (minimum 1 year).
13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant

Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)

Received by

Fee \$

Received by

For Department Use:

Date

Time

Preliminary check by

Receipt No.

Date

*Superseded by amended app received 12-21-15.*



**State of Idaho**

**DEPARTMENT OF WATER RESOURCES**

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

**C. L. "BUTCH" OTTER**  
Governor

**GARY SPACKMAN**  
Director

January 28, 2016

JAN COOK  
THOMAS COOK  
PO BOX 588  
BRUNEAU, ID 83604

Application for Permit No. 51-13111

Dear Applicant(s):

The Department of Water Resources has received your water right application. Please refer to the number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the OWYHEE AVALANCHE on 2/3/2016 and 2/10/2016. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Rachel Neely', with a long, sweeping horizontal line extending to the right.

Rachel Neely  
Administrative Assistant

CC:  
HONSINGER LAW PLLC  
C/O CHARLES L HONSINGER  
PO BOX 517  
BOISE, ID 83701



## State of Idaho

# DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

January 28, 2016

C. L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Director

LENNY LETT & KAREN LETT  
6405 54TH AVE NW  
OLYMPIA WA 98502

DENNIS & DARLENE CHAFE  
28492 SUMMIT AVE  
BRUNEAU ID 83604

JERRY & JENNIFER VANDERSNICK  
28510 SUMMIT AVE  
BRUNEAU ID 83604

LARRY ESSON  
32006 HILL AVE  
BRUNEAU ID 83604

**Re: Application for Permit No: 51-13111**

Dear Interested Party:

The above referenced application may be of interest to you. I would like to inform you that the application has been submitted to the *Owyhee Avalanche* for advertising. I have enclosed a copy of the application for your convenience. This information is also available on our website [www.idwr.idaho.gov](http://www.idwr.idaho.gov).

If you desire to file a formal protest against approval of the application, a written protest along with the \$25.00 protest fee must be received in this office by February 22, 2016. A copy of the protest must also be sent to the applicant.

If you have any questions regarding the application, please contact this office at 208-334-2190.

Sincerely,

Rachel Neely  
Administrative Assistant  
Western Regional Office

Enclosures

**Neely, Rachel**

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**From:** Neely, Rachel  
**Sent:** Thursday, January 28, 2016 9:06 AM  
**To:** 'Jennifer Stutheit'  
**Subject:** Owyhee Legal Ad  
**Attachments:** Owyhee Cover Letter.docx; Owyhee Legal Ad.docx

Good Morning Legal Clerk,

Please see the attached ad for publication on 2/3/16 & 2/10/16.

Please confirm these are okay to publish as shown.

Thank you,

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***Rachel Neely***

Administrative Assistant I  
IDWR-Western Region  
2735 Airport Way Boise, ID 83705  
[Rachel.Neely@idwr.idaho.gov](mailto:Rachel.Neely@idwr.idaho.gov)

January 28, 2016

LEGAL NOTICE DEPARTMENT  
OWYHEE AVALANCHE  
PO BOX 97  
HOMEDALE, ID 83628

RE: Application for Permit No. 51-13111

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 2/22/2016. Your cooperation is appreciated.

Sincerely,

Rachel Neely  
Administrative Assistant

Enclosure(s)

The following application has been filed to appropriate the public waters of the State of Idaho:

51-13111

JAN COOK

THOMAS COOK

PO BOX 588

BRUNEAU, ID 83604

Point of Diversion NWSE S24 T06S R05E OWYHEE County Source GROUND WATER

Use: DOMESTIC 01/01 to 12/31 0.16 CFS

Total Diversion: 0.16 CFS

Date Filed: 5/7/2015

Place of Use: DOMESTIC

T06S R05E S24 NESE NWSE

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Western Region office at (208) 334-2190; or for a full description of the right(s), please see [www.idwr.idaho.gov/WaterManagement/WaterRights](http://www.idwr.idaho.gov/WaterManagement/WaterRights). Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of the application(s) must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise ID 83705 together with a protest fee of \$25.00 for each application on or before 2/22/2016. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 2/3/2016 and 2/10/2016

## Sommer, Rachel

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**From:** Jan Cook [janscook@me.com]  
**Sent:** Friday, January 22, 2016 12:13 PM  
**To:** Sommer, Rachel  
**Subject:** Re: Application No. 51-13111  
**Attachments:** POU MAP.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Yes much better. That will cover where our small lawn and shade trees will be. Thank you.

Jan

On Jan 22, 2016, at 11:23 AM, "Sommer, Rachel" <[Rachel.Sommer@idwr.idaho.gov](mailto:Rachel.Sommer@idwr.idaho.gov)> wrote:

Jan,

I have attached the updated map. Please note, the map depicting the place of use boundary for is for illustrative purposes.

Have a great day.

Rachel Sommer

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**From:** Jan Cook [<mailto:janscook@me.com>]  
**Sent:** Thursday, January 21, 2016 3:46 PM  
**To:** Sommer, Rachel  
**Subject:** Re: Application No. 51-13111

Here you go Rachel.

Thanks again for all your wonderful support.

Please send me the updated map showing the areas when you make the changes.

Jan

On Jan 21, 2016, at 03:21 PM, "Sommer, Rachel" <[Rachel.Sommer@idwr.idaho.gov](mailto:Rachel.Sommer@idwr.idaho.gov)> wrote:

Jan,

On the attached document, please initial near the added quarter-quarter wrote in green on #8. Then please email back to me in color.

Rachel

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**From:** Jan Cook [<mailto:janscook@me.com>]  
**Sent:** Thursday, January 21, 2016 11:52 AM  
**To:** Sommer, Rachel  
**Subject:** Re: Application No. 51-13111

On Jan 21, 2016, at 11:27 AM, "Sommer, Rachel" <[Rachel.Sommer@idwr.idaho.gov](mailto:Rachel.Sommer@idwr.idaho.gov)> wrote:

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**From:** Sommer, Rachel  
**Sent:** Wednesday, January 20, 2016 3:25 PM  
**To:** 'jan@janscook.com'  
**Subject:** Application No. 51-13111

Good Afternoon Jan,

When you get a chance please look at the attached map. I have created a shape depicting the place of use for the proposed domestic use. I am sending this email because I am concerned the proposed place use may limit you to only irrigate a portion of lawn you may potentially have.

Currently the proposal will only allow you to water in the NESE. If you do not foresee a lawn extending west of the highlighted area on the attached map, then no changes need to be made. Just respond stating you agree with the place of use as is. If you do foresee a potential lawn extending west of your home in the NWSE, your application will need to be amended to include the quarter-quarter (the NWSE was removed when the application was amended to not include irrigation).

Please let me know if you have any questions.

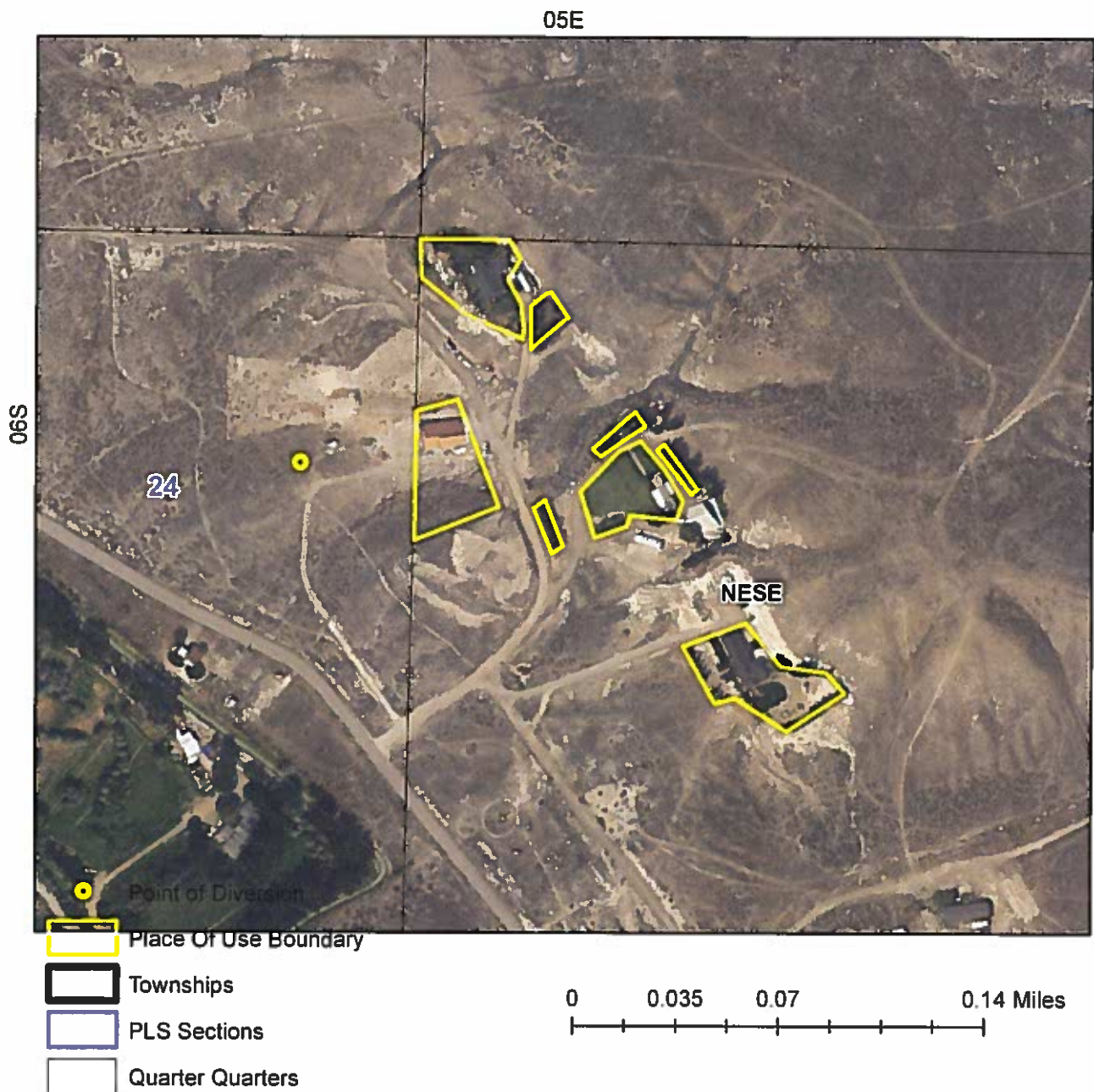
Sincerely,

Rachel Sommer | Water Resource Agent

Idaho Dept. of Water Resources | Western Regional Office

208.334.2190 | 2735 Airport Way, Boise ID 83705

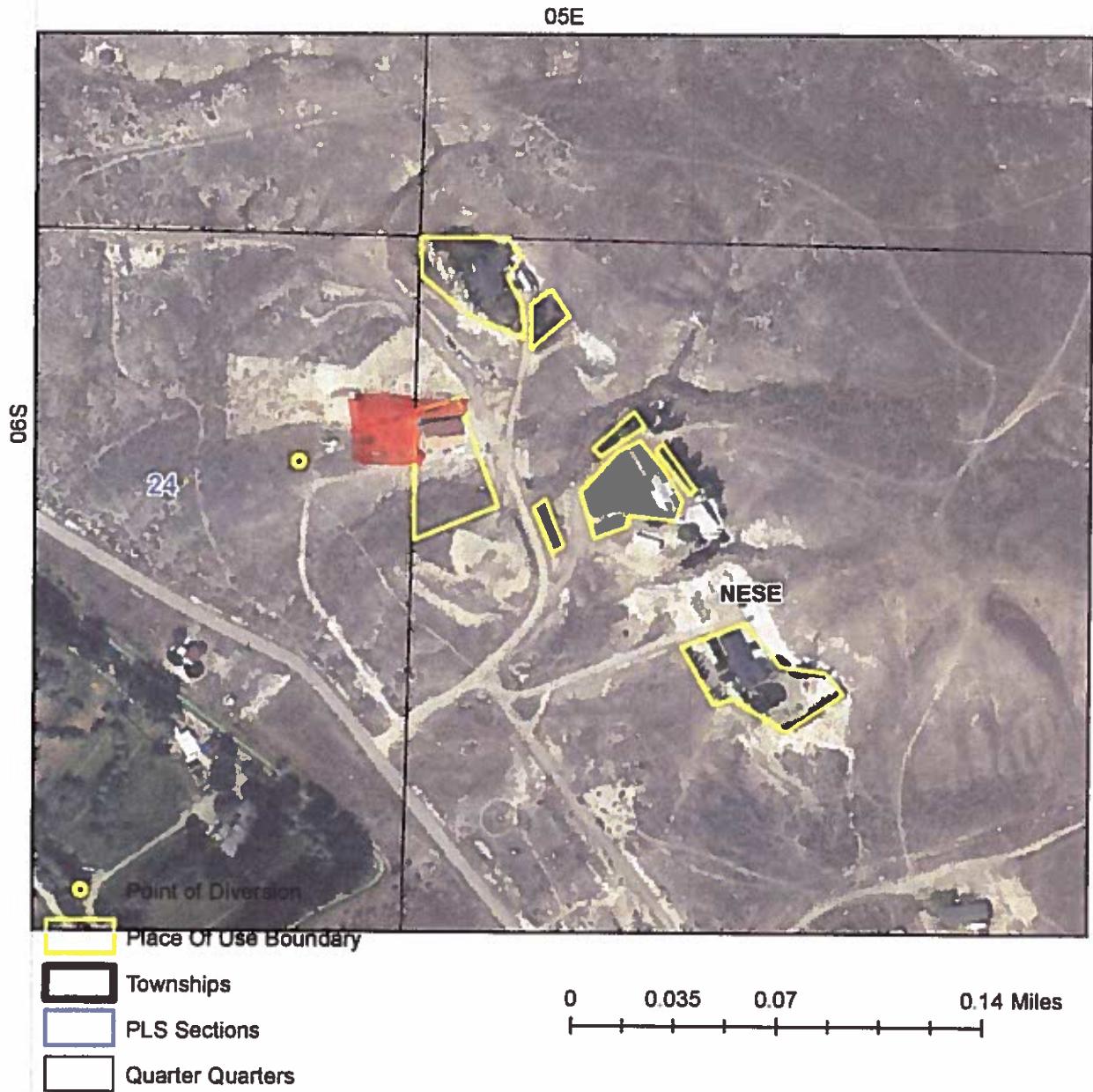
State of Idaho  
Department of Water Resources  
**Application For Permit**  
51-13111



*By: PS 1-21-16*



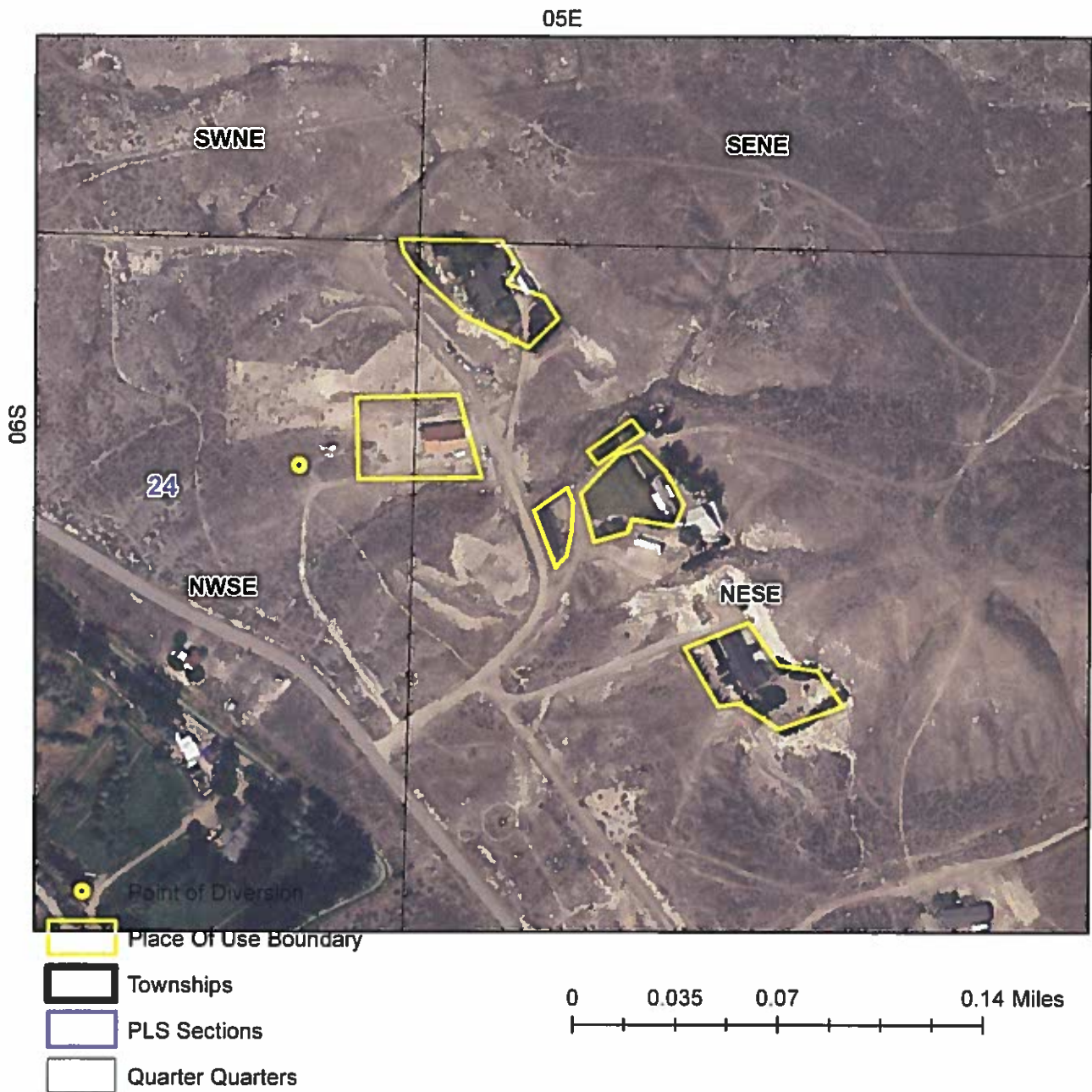
State of Idaho  
Department of Water Resources  
**Application For Permit**  
61-13111



By: Applicant  
1-21-16



State of Idaho  
Department of Water Resources  
**Application For Permit**  
51-13111



By: RS  
1-22-16  
FINAL CORRECTED  
MAP





**Bruneau Heights Well, LLC**  
PO Box 588 • Bruneau, ID 83604  
Email: [janscook@me.com](mailto:janscook@me.com) • Phone: 208 761 6700

12/8/2015

Rachel Sommer  
Water Resource Agent  
IDWR  
2735 Airport Way  
Boise, ID 83705-5082

RECEIVED

DEC 21 2015

WATER RESOURCES  
WESTERN REGION

**RE: Application for Permit No. 51-13111 – In the name of Jan &/or Thomas Cook**

Dear Rachel,

Thank you for helping me make the changes you require on the water right application. I have enclosed that AMENDED application in this packet.

I have also enclosed a copy of the Well Agreement that explains the arrangement allowing the applicants to file for water rights on the properties owned by separate parties. This well was drilled by the subdivision developer, Mr. Dave Owen, as a single residential well. Then Mr. Owen installed a main water line leading to all the other lots in the subdivision. As people purchased the lots Mr. Owen charged them \$2,500 each to connect to the main line and draw water from the well. A total of four houses are connected to the well through that process. I purchased the house on lot 15 and during the purchase process requested the well log and well agreement. I discovered that there was no well agreement in place for my lot and that the well was drilled as a residential well. I then purchased the lot (16) with the well on it and applied for water rights and generated a well agreement for all the homes drawing water from the well with the help of my lawyer Charles Honsinger. All parties except Mr. Vandersnick, the owner of lot 10, have signed the Well Agreement. Mr. Vandersnick has been given 5 months to sign the agreement and has shown no intent of signing the agreement.

I have enclosed the additional \$125 required to bring the well in line with the State's requirements according to IDAPA 37.03.09.045.05b.

Thank you for your support in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jan S Cook'.

Jan S Cook  
President, Bruneau Heights Well, LLC

Enclosed: Check in the amount of \$125, AMENDED application and executed Well Agreement.

Cc: Charles Honsinger, Honsinger Law, PLLC



## State of Idaho

# DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

December 1, 2015

C. L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Director

CHARLES L HONSINGER  
HONSINGER LAW PLLC  
PO BOX 517  
BOISE ID 83701

**RE: Application for Permit No. 51-13111 - In the name of Jan &/or Thomas Cook**

Dear Interested Party:

The Idaho Department of Water Resources (IDWR) received the above referenced application for permit requesting a new ground water right in Owyhee County. The purpose of this letter is to request application amendments and additional information.

1. The proposed use is within a ground water management area (GWMA). The Department will issue a water right permit for non-consumptive uses which do not exceed the rate and volume limitations of the "domestic purposes" definitions described in section 42-111, Idaho Code. Consumptive uses such as irrigation will not be approved.

Irrigation is listed as a proposed use on the referenced application and must be amended before for processing can continue. Please amend item #'s 4, 5, 6.a, and 8 to remove the proposal of irrigation. The correct quantity for the domestic use should total .16 cfs, allotting .04 cfs per home. Each home will be limited to ½ an acre for irrigation purposes within a domestic water right permit approval as described in section 42-111, Idaho Code.

2. The place of use (POU) listed on #8 is incorrect. The homes in lots 9, 10, 12 and 15 are solely in the NESE of 06S, 05E, Section 24. Please amend #8 to identify the correct PLS.
3. Please complete #9 on the application.
4. Please explain of the arrangement allowing the applicant to file for water rights on the properties owned by separate parties and provide any supporting documents.
5. According to the Departments records, the well associated with drilling permit no. 51-97-W-003-000 was drilled in 1997 under a \$75 domestic well drilling permit. The proposed use from the well does require water right approval, and your water right application seeks that approval. The well drilling fee for a well requiring a water right is \$200 per Well Construction Standards Rules (IDAPA 37.03.09.045.05.b); IDWR must collect the unpaid balance of \$125 for a well drilled under those circumstances.

To promote the processing of your water right application, please address and submit all documentation and fees requested above within thirty (60) days. If you have questions regarding this matter, please contact me at 208-334-2190.

Sincerely,

Rachel Sommer  
Water Resource Agent

Enclosures: Copy of application no. 51-13111, blank Application for Permit form, 42-111, Idaho Code, map identifying PLS, receipt no. W022091.

**Application for Permit No. 51-13111**  
**Cook**



**Honsinger Law, PLLC**  
Charles L. Honsinger  
(208) 863-6106

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**RECEIVED**

**MAY 07 2015**

**WATER RESOURCES  
WESTERN REGION**

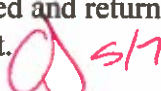
May 5, 2015

*\*Transmitted by U.S. Mail\**

Idaho Department of Water Resources  
Western Region Offices  
2735 Airport Way  
Boise, Idaho 83705-5082  
Fax: (208)334-2348

Re: Application for Permit in the name of Jan and/or Thomas Cook

Dear Sir or Madam:

Enclosed with this correspondence please find an executed Application for Permit, along with the required attachments, and a check made payable to the Idaho Department of Water Resources in the amount of \$100.00 that I submit on behalf of my clients Jan and Thomas Cook. I also enclose a copy of the application to be conformed and returned to me in the enclosed, self-addressed envelope, along with the appropriate receipt. 

Please process the application, and contact me directly with any questions or concerns.

Sincerely,

  
Charles L. Honsinger

cc: Client (w/enclosure)