

RECEIVED

DEC 08 2014

IDWR/NORTHERN

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
STATEMENT OF COMPLETION
FOR SUBMITTING PROOF OF BENEFICIAL USE

FOR OFFICE USE ONLY
Amt. of Fee \$: 50.00
Receipt No. NO32990
Receipt By: _____
Date Received: 12/8/14

The Idaho Department of Water Resources considers this form a statement by the permit holder(s) that development of a water right has been completed and that water has been applied to beneficial use to the extent described below. This form must be accompanied by an examination fee, when necessary, or by a completed Beneficial Use Field Report prepared by a certified water right examiner. Please refer to the instructions and fee schedule for this form. If ownership of the permit has changed, please contact any Department office or visit the Department's website at: www.idwr.idaho.gov for an Assignment of Permit form. If you wish to relinquish your permit because you have not established the authorized use of the water and are not applying for an extension, please notify the Department in writing.

1. Permit No.: 94-09294 Telephone No.: 208-783-5781

2. Name of Permit Holder(s): Idaho Department of Environmental Quality

3. Mailing Address: 1410 North Hilton City: Boise

State: ID Zip: 83706 Email: bruce.schuld@deq.idaho.gov

4. Source of Water: Groundwater If **GROUND WATER** (well), Date Drilled: mo. June / yr. 2014

Well Driller: H2O Well Services Drilling Permit Number: 872359

5. Extent of use(s) completed (as authorized by the water right permit):

Domestic (No. of households): _____ Stockwater (No. and type of stock): _____

Irrigation (No. of acres): _____ Other: Industrial

6. Total rate of diversion or storage volume for which proof is submitted: 0.1 cfs OR _____ acre-feet.

7. Compliance with a measuring device requirement, lockable controlling device requirement, and/or other conditions of permit: **Refer to the approval conditions on your permit and respond accordingly. The Department will not issue a license if permit conditions are not met.**

Measuring Device: Is a measuring device required?

If yes, has the measuring device been installed?

Yes ☐ No ☒
Yes ☐ No ☒

Lockable Controlling Device: Is a lockable device required to control the diversion?

If yes, has the lockable device been installed?

Yes ☐ No ☒
Yes ☐ No ☒

Other Conditions of Permit: Do the approval conditions on your permit require you to submit additional information in connection with your proof of beneficial use? If yes, list the conditions below and attach documents with the required information.

Completed? Yes ☐ No ☒

8. Fee Enclosed: \$ 50.00 See fee schedule on back of the instructions for filing proof of beneficial use. Proofs filed without an appropriate fee, will be considered incomplete.

9. Person to contact to accompany the Department representative during field examination of the water system.

Name: Bruce A. Schuld Telephone Number: 208783-5781

Mailing Address: 1005 West McKinley Avenue City: Kellogg

State: ID Zip: 83837 Email: bruce.schuld@deq.idaho.gov

The information given on this form is my true statement of the extent to which the above numbered permit has been developed and water has been diverted and applied to a beneficial use. I understand that any undeveloped portion of the permit is relinquished to the State of Idaho.

Signature of permit holder:

Bruce A. Schuld
(Include your title, if on behalf of company or organization)

Date:

12/9/2014

Mail to: Idaho Department of Water Resources, PO Box 83720, Boise, ID 83720-0098



582 West Hayden Avenue • Hayden Lake, Idaho 83835
(208) 772-4004 Office • (800) 772-4901 Toll Free • (208) 772-4892 Fax • (509) 535-5554

Invoice

Sold To:
NORTH WIND CONSTRUCTION SERV.
ACCOUNTS PAYABLE
1425 HIGHAM STREET
IDAHO FALLS, ID 83402

Invoice Number: 0023767-IN
Invoice Date: 7/31/2014
Customer Number: NOR3355
Salesperson: JJ
Tax Schedule: ID
Phone Number: (208) 791-3355

Pump System

Customer P.O.	F.O.B.	Ship VIA	Terms
			DUE ON RECEIPT
Item Number		Unit	Quantity
RE: Pinehurst, ID. - Pump System			
/212	Berk. 7T40-450 Turbine Pump	EACH	1.00
/211	Frk 40hp 460v 3/O Motor	EACH	1.00
/108	ABB VFD Drive Unit ACS550	EACH	1.00
/100	4" x 24" S.S. Flex Hose/Conn.	EACH	1.00
/106	4" sch80 PVC Tee	EACH	4.00
/106	4" sch80 PVC 90 Elbow	EACH	3.00
/106	4" sch80 PVC Union	EACH	1.00
/106	4" x 3" sch80 PVC Bushing	EACH	4.00
/106	4"x 1-1/4" sch80 PVC Bushing	EACH	1.00
/106	3" sch80 PVC Union	EACH	3.00
/101	3" Brz Ball Valve	EACH	5.00
32GN312	Galv Nipple 3"x12"	EACH	1.00
31GU4	Galv Union 4"	EACH	1.00
75FL40	Flexlke 119gal Fiber Press tnk	EACH	1.00
56TC114EU	1X11/4" Elevated w/union short	EACH	1.00
50BD34	Boiler Drain 3/4" Brz	EACH	1.00
31GP1	Galv plug 1"	EACH	1.00
31GP34	Galv plug 3/4"	EACH	1.00
31GDU114	Galv Dielectric Unin - 1-1/4"	EACH	1.00
37P80E45414	Sch 80 - 45 Elbow 1-1/4"	EACH	1.00

Continued

RECEIVED

JUL 14 2014

State of Idaho
Department of Water Resources

Permit to Appropriate Water

Department of Environmental Quality
State Water Quality Programs

NO. 94-09294

Priority: April 17, 2014

Maximum Diversion Rate: 0.10 CFS

This is to certify, that IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY
1410 NORTH HILTON
BOISE ID 83706

has applied for a permit to appropriate water from:

Source: GROUND WATER

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
INDUSTRIAL	01/01 to 12/31	0.10 CFS

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER L2 (NW1/4NE1/4) Sec. 4, Twp 48N, Rge 02E, B.M. SHOSHONE County

PLACE OF USE: INDUSTRIAL

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
48N 02E 4	X	X															
	L 1	L 2															
49N 02E 33												X			X	X	

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before **July 01, 2015**.
2. Subject to all prior water rights.
3. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
4. Prior to the diversion and use of water under this approval, the right holder shall comply with applicable water quality permitting requirements administered by the Department of Environmental Quality or the Department of Agriculture.
5. Industrial use is for dust control purposes and equipment decontamination.
6. This right does not grant any right-of-way or easement across the land of another.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the signature of the Director, affixed at Coeur d'Alene, this 27 day of June, 2014.

Keith L. Frankland
For GARY SPACKMAN, Director



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 Mineral Drive, Suite 100, Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 FAX: (208) 762-2819 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

July 10, 2014

GARY SPACKMAN
Director

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY
1410 NORTH HILTON
BOISE ID 83706

RE: Permit No.94-9294

Permit Approval Notice

Dear Permit Holder:

The Department of Water Resources has issued the enclosed permit authorizing you to establish a new water right. Please be sure to thoroughly review the conditions of approval and remarks listed on your permit.

The permit is a PRELIMINARY ORDER issued by the Department pursuant to Section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

Enclosed is a form entitled 'Instructions for Proof of Beneficial Use.' Please read the instructions carefully since you must take further action to develop this permit into a licensed water right. Also enclosed is a form entitled 'Proof of Beneficial Use.' If your project is already completed, you should complete and submit this form immediately.

The right to drill a well is not a part of this permit to appropriate water. Beginning in July of 1987, a statute was enacted which requires a drilling permit for new well construction and deepening of existing wells. If the well(s) proposed for use under this water right permit were drilled or deepened after July 1, 1987, a separate drilling permit must be obtained from this Department. Please contact the Ground Water Protection Section located here at this office or our regional office nearest you.

Also, please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at 208 762-2800.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric J. Davis". The signature is written in a cursive, flowing style.

Eric J. Davis
Sr. Water Resource Agent

Enclosure(s)

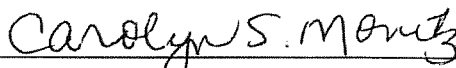
CERTIFICATE OF SERVICE

I hereby certify that on July 10, 2014 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER(Approved Permit) to the person(s) listed below:

RE: WATER RIGHT NO.

94-9294

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY
1410 NORTH HILTON
BOISE ID 83706

A handwritten signature in cursive script, reading "Carolyn S. Monitz", is written over a horizontal line.

Carolyn S. Monitz

Technical Records Clerk

Drilling Permit No.: 872359
Receipt No.: N030531

Well ID: 438384
Printed: 06/30/2014

Metal Tag No.: D0067665
Approved Date: 6/19/2014

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Well Drilling Permit**

Owner Type: Owner/Operator
Name: DEPARTMENT OF ENVIRONMENT QUALITY
Address: 1425 HIGHMAN ST
IDAHO FALLS, ID, 83402

Phone:

Water Right No.:

Proposed Well Location: T: 48N, R: 02E, S: 4, QQQ: , QQ: NW, Q: NE
Latitude 47° 32.616' Longitude -116° 12.433'
County: SHOSHONE

Street Address of Well Site: PAGE REPOSITORY
PINEHURST, ID

Lot: Block:
Subdivision:

Proposed Use of Well: Other

Well Construction Information:

Activity: New Well
Proposed Surface Diameter: 8 Inches
Proposed Depth: 150 Feet
Anticipated Bottom Hole Temperature: 85F and less° F

Proposed Construction Start Date: 6/19/2014
Well Drilling Company: H2O WELL SERVICE INC (No. 448)

Applicant's Signature: [Signature]

Date: 6/19/14

Title: Admin Asst

RECEIVED

Drilling Permit No.: 872359
Receipt No.: N030531

Well ID: 438384
Printed: 06/30/2014

Metal Tag No.: D0067665
Approved Date: 6/19/2014

If approved, this permit authorizes the construction or modification of a well subject to the following conditions:

- 1) This drilling permit is valid for two (2) months from the above approval date for the start of construction and is valid for one (1) year from the approval date for completion of the well unless an extension has been granted.
- 2) This permit does not constitute an approval of the District Health Department or the Idaho Department of Health and Welfare, which may be required before construction of the well. All wells must be drilled a minimum distance of 100 feet from a drain field. Domestic and Public Water Supply wells must be drilled a minimum of 50 feet and 100 feet respectively from a septic tank.
- 3) The well shall be constructed by a driller currently licensed in the State of Idaho who must maintain a copy of the drilling permit and the well ID tag at the drilling site.
- 4) Approval of this drilling permit does not authorize trespass on the land of another party.
- 5) This permit does not constitute other local, county, state, or federal approvals which may be required for construction of a well.
- 6) This drilling permit does not represent a right to divert and use the water of the State of Idaho. If the well being drilled is associated with approved water right(s) use of the well must comply with conditions of said water right(s).
- 7) If a bottom hole temperature of 85°F (29.44 Degrees C) or greater is encountered, well construction shall cease and the well driller shall contact the Department immediately.
- 8) If the depth of this well exceeds 500 feet or the well is in an area known to have Low Temperature Geothermal water, bottom hole temperature must be measured and recorded on the Driller's Log, and reported on the Well Driller's Report.
- 9) Idaho Code, S 55-2201 - 55-2210 requires the applicant and/or his contractors to contact "Digline" (DigLine is a one-call center for utility notification) not less than 2 working days prior to the start of any excavation for this project. The "DigLine" Number for your area is 1-800-342-1585.
- 10) Please be advised that this drilling permit should be considered and treated as a preliminary permit. If you are in disagreement with this preliminary permit you have fourteen (14) days of the service date of this permit to petition the Idaho Department of Water Resources for reconsideration, pursuant to Section 67-5243, Idaho Code.
- 11) The stainless steel I. D. tag must be securely and permanently attached to the well casing by the Driller upon completion of the well, and prior to removing the drill rig from the drill site and must remain permanently attached above ground level for the life of the well. The well tag shall be attached by welding at least 3 sides or using four (4) stainless steel, closed-end pop rivets.
- 12) Any well being replaced by a new well shall be properly abandoned by the well driller prior to removing the drilling equipment, unless otherwise authorized by the department.

Drilling Permit No.: 872359
Receipt No.: N030531

Well ID: 438384
Printed: 06/30/2014

Metal Tag No.: D0067665
Approved Date: 6/19/2014

This permit is Approved on 6/19/2014.

Al Beardslee
Signature of Authorized Dept Representative

Sen Water Resource
Title Agent

06/30/2014

IDAHO DEPARTMENT OF WATER RESOURCES

WELL DRILLER'S REPORT

1. WELL TAG NO. D D0067665

Drilling Permit No. 872359

Water right or injection well #

2. OWNER: ID DEQ c/o North Wind Const. Services LLC.

Name

Address 1425 Higham St.

City Idaho Falls State ID Zip 83402

3. WELL LOCATION:

Twp. 48 North ☒ or South ☐ Rge. 2 East ☒ or West ☐

Sec. 4 1/4 NW 1/4 NE 1/4

Gov't Lot County Shoshone

Lat. 47 32.616 (Deg. and Decimal minutes)

Long. 116 12.433 (Deg. and Decimal minutes)

Address of Well Site Page Repository

City Page

(Give at least name of road + distance to road or landmark)

Lot. Blk. Sub. Name

4. USE:

☐ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation ☐ Thermal ☐ Injection
☒ Other Industrial, used to wash vehicles

5. TYPE OF WORK:

☒ New well ☐ Replacement well ☐ Modify existing well
☐ Abandonment ☐ Other

6. DRILL METHOD:

☒ Air Rotary ☐ Mud Rotary ☐ Cable ☐ Other

7. SEALING PROCEDURES:

Seal material	From (ft)	To (ft)	Quantity (lbs or ft ³)	Placement method/procedure
Hole Plug	0	38	1600 lbs.	Dry Pour

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Linear	Threaded	Welded
12"	+3	54	.250	Steel	☒	☐	☐	☒

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 54'

9. PERFORATIONS/SCREENS:

Perforations ☐ Y ☒ N Method

Manufactured screen ☒ Y ☐ N Type Stainless

Method of installation Telescope

From (ft)	To (ft)	Slot size	Number/ft	Diameter (nominal)	Material	Gauge or Schedule
55	65	100	10'	10"	Stainless	.250

Length of Headpipe 5' Length of Tailpipe 2'

Packer ☐ Y ☒ N Type

10. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft ³)	Placement method
-----------------	-----------	---------	------------------------------------	------------------

11. FLOWING ARTESIAN:

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

Describe control device

12. STATIC WATER LEVEL and WELL TESTS:

Depth first water encountered (ft) 37 Static water level (ft) 33

Water temp. (°F) Cold Bottom hole temp. (°F) Cold

Describe access port Welded Steel Cap

Well test:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)
65'	400	5 hrs.

Test method:

Pump	Bailer	Air	Flowing artesian
☐	☐	☒	☐

Water quality test or comments:

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water	
				Y	N
16	0	1	Asphalt & Gravel		X
16	1	28	Brown Fill, Clay & Shale		X
16	28	38	Gray Mine Tailings	X	
12	38	45	Gray Mine Tailings	X	
12	45	48	Sand, Gravel & Gray Mine Tailings	X	
12	48	66	Sand & Gravel	X	
12	66	67	Brown Silty Clay		X

Completed Depth (Measurable): 67'

Date Started: Jun 23, 2014

Date Completed: Jun 28, 2014

14. DRILLER'S CERTIFICATION:

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

Company Name H2O Well Service Inc.

Co. No. 448

*Principal Driller

Date 6/30/14

*Driller

Date 7-2-14

*Operator II

Date

Operator I

Date

* Signature of Principal Driller and rig operator are required.



July 8, 2014

IDAHO DEPT OF ENVIRONMENTAL QUAL
1005 MCKINLEY AVE
KELLOGG ID 83837

RE: 46643 SILVER VALLEY RD-REPOSITORY SITE, SMELTERVILLE, Job number: 148368854

Dear Customer,

Enclosed are two copies of Avista's Electric Service Extension Agreement for the above referenced property – one labeled "Avista Original" and the other, "Customer Copy".

After you've carefully reviewed all documents, please sign and date the documents where indicated, and return the Avista Original (and your money order, personal check or cashier's check in the amount of \$23,115.00, if you've been notified that an up-front payment is required) in the envelope provided. Avista will schedule your job as soon as feasible pending (1) completion of all customer onsite work and/or other obligations, (2) Avista's receipt of its copy of the signed Agreement, and (3) if applicable, any required payment.

If you prefer to remit your payment via credit card, please be advised that an additional processing fee will apply. Please contact an Avista Customer Service Representative at (509) 495-4717 or toll free at 800-727-9170 ext 4717 for additional information.

If you request a copy of the fully executed Agreement, one will be sent to you.

Please feel free to contact me at (208) 786-6931 if you have any questions regarding this matter or if I can be of any further assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Allison'.

Allison K. Sieverding
Customer Project Coordinator



Avista Original

Job No. 148368854

C.I.A.C.

Electric Service Line Extension Agreement

This Electric Service Line Extension Agreement ("Agreement") is entered into between Avista Corporation dba Avista Utilities ("Avista") and the party whose name appears in the signature block below (the "Owner" or the "Customer") (sometimes, individually, a "Party" and collectively, the "Parties").

The Parties agree that:

- 1.0 Avista shall provide and own the electric distribution facilities necessary to furnish electric service to "Owner's Premises".
- 2.0 Owner authorizes Avista or Avista's agent (collectively, "Avista") to proceed with all work necessary to accomplish the installation or modification of an electric service connection on Owner's Premises identified in Exhibit A. Owner grants Avista the right to remove or otherwise disturb lawns, shrubs, landscaping, driveways and sidewalks or other improvements on Owner's Premises, as is reasonably necessary, for the purpose of installing, maintaining or removing Avista's electric service facilities. The installation or removal of electric service may result in the disruption of Owner's facilities including, but not limited to, sprinkler systems, septic or sewer systems and underground household wiring. Owner shall identify or expose any underground facilities not belonging to other utility companies prior to the start of work by Avista.
- 3.0 Electric Service Line Extensions:
 - 3.1 Avista will extend electric service to Owner's Premises in accordance with its "Line Extension, Conversion and Relocation Schedule" (Schedule 51) filed with the applicable State Commission.
 - 3.2 If the electric service line extension is for a development in the State of Idaho, Owner shall construct the first permanent electric service connection in the development at the closest proximity to Avista's existing electrical facilities.
- 4.0 If Owner is responsible for any preparatory and/or finishing work associated with the electric line extension applicable under this Agreement, such responsibilities will be as described in the "Special Provisions/Scope of Work" Section of Exhibit A.
- 5.0 If Owner is responsible for any construction costs associated with the electric service line extension construction work identified in Exhibit A, Owner shall compensate Avista as set forth in Exhibit A. Avista will not begin construction until payment for the work is received and/or an appropriate credit instrument is executed by Owner in accordance with the terms set forth in Exhibit A.
- 6.0 Owner must notify Avista in advance of the addition of any electric load to allow Avista adequate time to make any necessary modifications to its facilities. In the event Owner fails to provide Avista with the required notice and Avista's facilities are damaged as a result of Owner's increased load, the expenses associated with the repair of any damaged facilities shall be Customer's sole responsibility.
- 7.0 **Adverse Conditions:** Owner acknowledges that in the event Owner requests that Avista install the facilities applicable under the Agreement during adverse ground/construction conditions ("Adverse Conditions") including without limitation, frozen ground due to winter weather, Owner will be responsible for the repair of landscaping and/or other costs resulting from installation during such Adverse Conditions.
- 8.0 This Agreement consists of the following documents which are: (i) incorporated into the Agreement, (ii) listed in descending order of precedence, and (iii) attached or referenced: the **Electric Service Line Extension Agreement and General Conditions**; and, if applicable: **Exhibit A-Construction Cost Worksheet(s)**. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties, in writing.

Avista Utilities
East 1411 Mission Ave.
Spokane, WA 99202-3727



Avista Original

This Agreement will be effective as of the last date of signature below ("Effective Date") and remain in effect until all work applicable under the Agreement has been completed.

Avista Corporation

Allison Sieverding
(Signature)
Allison K. Sieverding
(Printed Name)
Customer Project Coordinator
(Title)
120 HILL STREET
(Return Address)
KELLOGG, ID 83837
(Return Address)

July 8, 2014

Check # _____ or Other _____
Amount \$ _____

Owner (or Owner's Agent)

Xlaue Fande
(Signature)
IDaho DEPT OF ENVIRONMENTAL QUAL
(Printed Name)
OWNER.
(Capacity: Owner/Owner's Agent/ Developer)
1005 MCKINLEY AVE
(Mailing Address)
KELLOGG ID 83837
(Mailing Address)
7/9/2014
(Date)

Accounting: 90701101-107110-h53 100%

Avista Original

Job No. 148368854

C.I.A.C.

General Conditions

1. Owner's Responsibilities.

1.1 If applicable, Owner shall provide the preparatory and/or finishing work described under the "Special Provisions/Scope of Work" Section of Exhibit A. All such work must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work. Owner shall be responsible for complying with all final compaction requirements and codes.

1.2 Owner warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's electrical facilities to accommodate location or grade changes will be borne by Owner.

1.3 Owner shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.4 Owner shall install Avista-approved terminal equipment necessary to attach Avista's service connection(s).

1.5 Owner's cost responsibility will be calculated in accordance with and subject to Avista's effective rates, rules and regulations contained in its State Commission-approved tariffs in effect at the time of execution of this Agreement. Owner shall reimburse Avista for such cost responsibility prior to Avista installing the facilities applicable under this Agreement. Any applicable refunds will be calculated solely by Avista in accordance with such tariffs.

2. Underground Locates. Prior to doing any required excavating in connection with this Agreement, Avista will utilize the state-mandated one-call service to mark the location of other entities' underground utilities situated on Owner's property. Avista will notify Owner in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements within Owner's property. Owner shall identify or expose any underground facilities not belonging to other utility companies prior to the start of work by Avista. In the event Owner fails to identify or expose such underground facilities, Owner will be responsible for the repair of such facilities, at Owner's expense.

3. Avista's Construction. Avista will make every reasonable effort to commence construction of its facilities within 30 days after receipt of a copy of this Agreement signed by Owner, along with the payment of any applicable cost responsibility. Avista will install its electrical facilities using the method of construction it deems appropriate.

4. Easements and Access to Property. Owner authorizes Avista or its agent to do all work necessary on Owner's property to accomplish the installation, operation, inspection, replacement and maintenance (including without limitation, pruning and/or removing vegetation) of Avista's electrical facilities, and if requested by Avista, shall provide, without cost to Avista, easements in a form satisfactory to Avista, that provide for Avista's facilities to be located over, on, across and/or under Owner's property covering rights-of-way for the installation, operation, inspection, replacement, and maintenance of Avista's facilities. Permit/right of way/inspection fees may apply to Owner's electric extension service, and Owner shall reimburse Avista for the actual costs applicable for securing such permits/rights of way/inspection fees.

5. Mutual Indemnification. Each Party shall indemnify and defend the other Party, their directors, officers, employees, and agents (collectively, the "Indemnitees") from all claims, demands, suits, losses, costs, and damages of every kind and description, including attorneys' fees, (collectively, "Loss") brought or made against or incurred by any of the Indemnitees resulting from, arising out of, or in any way connected with any act, omission, fault, or negligence of the other Party, in the performance or non-performance of such Party's obligations under this Agreement or in any way related to this Agreement. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion to their respective negligence bears to the total negligence causing the Loss.

6. Use of Electric Service. Owner shall not sell or permit others to use electric service except when expressly authorized to do so under appropriate contract(s). If Owner intends to supply such service to additional structures or to others and thus intends to establish operations as an "Electric Company" or "Master Meter System", Owner shall notify Avista that Owner intends to add additional facilities for the purpose of supplying electricity to an additional structure, or to an entity other than the entity named in this Agreement. Owner recognizes that (s)he will be required to perform surveillance and maintenance as required by regulatory agencies having jurisdiction, and understands that Avista will be required to give notice of Owner's status to the appropriate regulatory agencies including the State utility commission.

7. Notice of Encroachment. Owner is required to notify Avista in instances where Owner determines that a proposed building project on Owner's property may encroach on or cross over Avista's overhead or underground lines, meters and/or other facilities, prior to starting construction of the proposed project. All costs related to the subsequent relocation of any Avista facilities necessitated by such encroachment will be Owner's responsibility.

8. Assignment. Neither Party may assign, directly or indirectly, all or part of their rights or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed, except that Avista may assign this Agreement, without consent, to any affiliate that controls, is controlled by or is under common control with Avista, or to a successor in interest which acquires all or substantially all of the property and assets of Avista. This Agreement will inure to and bind the successors, heirs and assigns of the Parties.

Avista Utilities
East 1411 Mission Ave.
Spokane, WA 99202-3727



Avista Original

9. Jurisdiction and Venue. This Agreement will be construed and interpreted in accordance with the laws of either the State of Washington or the State of Idaho, depending on the physical location of Owner's premises, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any action at law to enforce this Agreement will be brought in the federal or state courts having jurisdiction.

10. Survival. Any provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement, will survive the completion, termination or cancellation of this Agreement.

Exhibit A**Contribution in Aid of Construction**

AVISTA
Avista Original
 C.I.A.C.

Job No. 148368854

1. CUSTOMER: OWNER.

Name: IDAHO DEPT OF ENVIRONMENTAL QUAL

Mailing Address: 1005 MCKINLEY AVE

KELLOGG ID 83837

Phone Number:

2. Avista will provide and own the electric distribution facilities to furnish the specified service extension to Customer's "Premises" described in the Legal Description/Location below.

ELECTRIC	1375	(Ft.) Overhead	7620/13200	Volts	3	Phase
EXTENSION	0	(Ft.) Underground		Volts	1	Phase
ELECTRIC	0	(Ft.) Overhead		Volts	1	Phase
SERVICE	50	(Ft.) Underground	277/480	Volts	3	Phase

TO SERVE: OTHER

Location:

Name of Plat:

or Legal Description:

or Location:

PAGE REPOSITORY

46643 SILVER VALLEY RD-REPOSITORY SITE. SMELTERVILLE.

In SHIOSTONE County, State of ID

3.	BASIC COST:	Length	Rate Per Ft.	Fixed Rate	Allowance	Totals
	a. SERVICE UNDRGRND			\$840.00	(\$840.00)	\$0.00
	b. PRIMARY OVERHEAD	1375	\$7.88	\$7,648.00		\$18,483.00
	c. TRANSFORMER OVERHEAD			\$1,544.00		\$1,544.00
	d. TRANSFORMER OVERHEAD			\$1,544.00		\$1,544.00
	e. TRANSFORMER OVERHEAD			\$1,544.00		\$1,544.00
	f.					
4.	NET BASIC COST					\$23,115.00
5.	EXCEPTIONAL COST:	Length	Rate Per Ft.	Fixed Rate		
	a.					
	b.					
	c.					
	d.					
	e.					
6.	TOTAL CONSTRUCTION COST (add 4 through 5e)					\$23,115.00
7.	COST REDUCTIONS:	Length	Rate Per Ft.	Fixed Rate		
	a.					
	b.					
	c.					
	d.					
8.	SHARE OF PREVIOUS EXTENSION					
9.	TERMINATION COST:					
	a. REMAINING VALUE					
	b. REMOVAL COSTS					
	c. SALVAGE VALUE					
10.	TOTAL CONTRIBUTION (add 6 through 9c)					\$23,115.00
11.	PREPAID DESIGN FEE					
12.	NET CUSTOMER EXTENSION COST (10 + 11)					\$23,115.00

Check # _____ or Other _____
 Amount \$ _____

Avista Original

C.I.A.C.

Job No. 148368854

13. Cost Quote Conditions:

The costs quoted in this document are effective through 10/07/2014, provided that the scope and character of the work do not change by such date. Customer will be billed during and after construction for costs associated with any additional exceptional costs or Customer-requested changes.

14. Cost for Individual Customer:

Net Customer's Extension Costs \$23,115.00.

15. Special Provisions/Scope of Work:

If applicable, Customer shall be responsible for the following:

Allowance (of \$840.00) given based on last years usage at East Mission Repository



Construction Materials Testing
Geotechnical Engineering
Environmental Consulting

July 14, 2014

Mr. Kevin Yrjana
North Wind Construction Services
1176 Big Creek Road
Kellogg, Idaho 83837

**RE: Well Installation
 Page Repository
 Shoshone County, Idaho
 ALLWEST Project No.: 114-165G**

Dear Mr. Yrjana,

ALLWEST Testing & Engineering, LLC has completed the authorized observation and subsurface soil classification and documentation for the industrial production well located at the Page Repository located near Smelterville in Shoshone County, Idaho. The purpose of this letter is to present our observations and well installation details for the well installed between June 23 and June 25, 2014.

SCOPE OF SERVICES

The purpose of our services was to document the subsurface soil conditions, provide subsurface soil descriptions, well construction details and present a well log detailing the subsurface materials and well materials. The well installation included the following:

1. Casing materials, diameters and depths
2. Surface seal detail
3. Screened interval
4. Bentonite interval
5. Total installation depth

The subsurface soil conditions encountered during the well installation were visually described and classified in general accordance with ASTM D2487 and D2488 and the subsurface profiles were logged. The soil cuttings observed from the boring were disturbed, wetted with water from the drilling process and possibly crushed due to the

method of drilling. Soil descriptions may be altered by the method of drilling and the in-place moisture was not able to be determined.

WELL INSTALLATION

ALLWEST observed the installation of the production well at the Page Repository near Smelterville in Shoshone County, Idaho between June 23 and June 25, 2014. H2O Well Services (H2O) provided an air-rotary drill rig with a casing impact hammer and operators to install and develop the well. We observed H2O install a 12 inch diameter, ¼ inch thick, steel pipe casing surface seal from three (3) feet above ground surface to 54 feet below ground surface. Subsequent to the installation of the 12 inch casing, H2O placed a 10 inch diameter, ¼ inch thick steel pipe casing through the center of the 12 inch casing. The 10 inch casing was installed to a depth of 67 feet below ground surface.

A sample was obtained between approximately 50 and 57 feet below ground surface for particle size distribution (gradation) analysis in general accordance with ASTM D422 and ASTM D1140. H2O obtained a sample as well to determine the well screen dimensions which would produce the design flow rate. The casing and screen configuration consisted of the following:

- Five (5) foot solid wall head pipe
- #100 screen from 55 to 65 feet below ground surface
- Two (2) foot solid wall tail pipe with plug extended to 67 feet below ground surface

A bentonite surface seal was installed to a depth of 38 feet between the 10 and 12 inch casings. The 12 inch casing was removed following the installation of the surface seal.

H2O developed the well by flushing air continuously through the bit and inspected the sediment present in the discharge of the well. The well test was conducted for five (5) hours producing a discharge rate of 400 gallons per minute (gpm). The drawdown during the test resulted in a water elevation of 65 feet below ground surface.

SUBSURFACE CONDITIONS

The soil conditions encountered in the well boring were visually described and classified in general accordance with ASTM D2487 and D2488 and the subsurface profile was logged. Detailed descriptions of the soil observed in the boring is presented on the Well Log attached to this report. The descriptive soil terms used on the well log and in this report can be referenced by the Unified Soil Classification System (USCS). A copy of the USCS is attached to this report.

Descriptions of the soil types observed are as follows:

Uncontrolled fill – The uncontrolled fill consisted primarily of poorly-graded gravel with silt and sand. The gravel, sand and silt content varied with depth. The uncontrolled fill appeared medium dense and brown. Cobbles and boulders up to approximately two (2) feet in diameter were observed near the surface of the well within a shallow excavation at the well location. Debris was also observed in the shallow excavation including concrete, steel pipe, brick and fabric. The moisture of the soil in the shallow excavation appeared to be moist. The uncontrolled fill was observed from the surface to a depth of approximately 28 feet below ground surface.

Silt with sand (mine tailings) was encountered from 28 to 45 feet below ground surface. The mine tailings appeared soft to firm, gray and consisted of fine-grained sand.

Poorly-graded gravel with sand – The poorly-graded gravel with sand was described as medium dense to dense and brown in color. The gravel observed ranged from sub-angular to rounded. The poorly-graded gravel with sand has been identified as the native soil interface in this area. The poorly-graded gravel with sand was observed between depths of 45 to 66 feet below ground surface. The gravel is wet as static groundwater was measured at 33 feet below ground surface.

Silt/clay – Silt and/or clay was observed at a depth of approximately 66 feet to the termination depth of the well at 67 feet below ground surface. The silt/clay appeared firm and was light brown in color. The silt/clay is referred to as an aquitard reported to be approximately 50 to 60 feet thick as reported from previous borings completed within the Page Repository.

LIMITATIONS

This report has been prepared exclusively for the use of North Wind, Inc. Reliance by any other party is prohibited without the written authorization of ALLWEST. This report has been prepared to document the observation of the subsurface conditions encountered during the drilling of the production well installed at the Page Repository located near Smelterville in Shoshone County, Idaho. Our services consist of observations and conclusions made in accordance with generally accepted geotechnical principles and practices. This acknowledgement is in lieu of all warranties either expressed or implied.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please do not hesitate to call us at (208) 762-4721.

Sincerely,

ALLWEST Testing & Engineering, LLC



Colin Meehan, P.E.
Hayden Area Manager

Attachment: Well Log

WELL LOG

CLIENT North Wind Construction Services

PROJECT NAME Page Repository Geotechnical

PROJECT NUMBER 114-165G

PROJECT LOCATION Page Repository

DATE STARTED 6/23/14

COMPLETED 6/25/14

GROUND ELEVATION

HOLE SIZE 12

DRILLING CONTRACTOR H2O Well Services, Inc.

GROUND WATER LEVELS:

DRILLING METHOD Air Rotary

▽ AT TIME OF DRILLING 33.00 ft

LOGGED BY CJM/SAB

CHECKED BY CJM

▽ AT END OF DRILLING 33.00 ft

NOTES 47.54345°N, 116.20713°W

▽ AFTER DRILLING 33.00 ft

