

IN-OFFICE BENEFICIAL USE EXAM REPORT

Permit No. 65-22922 Prepared by Kay Date 10-30-13

Same as permit

Different than permit

Owner Name	☒	☐	_____
Owner Address	☒	☐	_____
Source	☒	☐	_____
Tributary	☐	☐	_____
POD	☒	☐	_____
POU	☒	☐	_____
Beneficial Use(s)	☒	☐	_____

Exam Fee Required for Permitted Rate \$ 50.00

Exam Fee Paid \$ 50.00

Overlaps ☐ Yes ☐ No

Technical Confirmation Tools

ArcMap (Bing) ☒

Govt Agency Records

Photo ☐

GPS ☒

Taxlot ☐

Photos ☐

Well Log ☒

Diagrams ☐

Other ☒ explain: copies of land leases w/IDL

Conditions/Comments Information provided by IDL for location of homes - well GPS'd by IDWR during on site visit.

Exam Date Entered ✓

Draft License Created ✓

Shapes Updated ✓

✓ = 2 homes * 1.2 AFA = 2.4 AFA

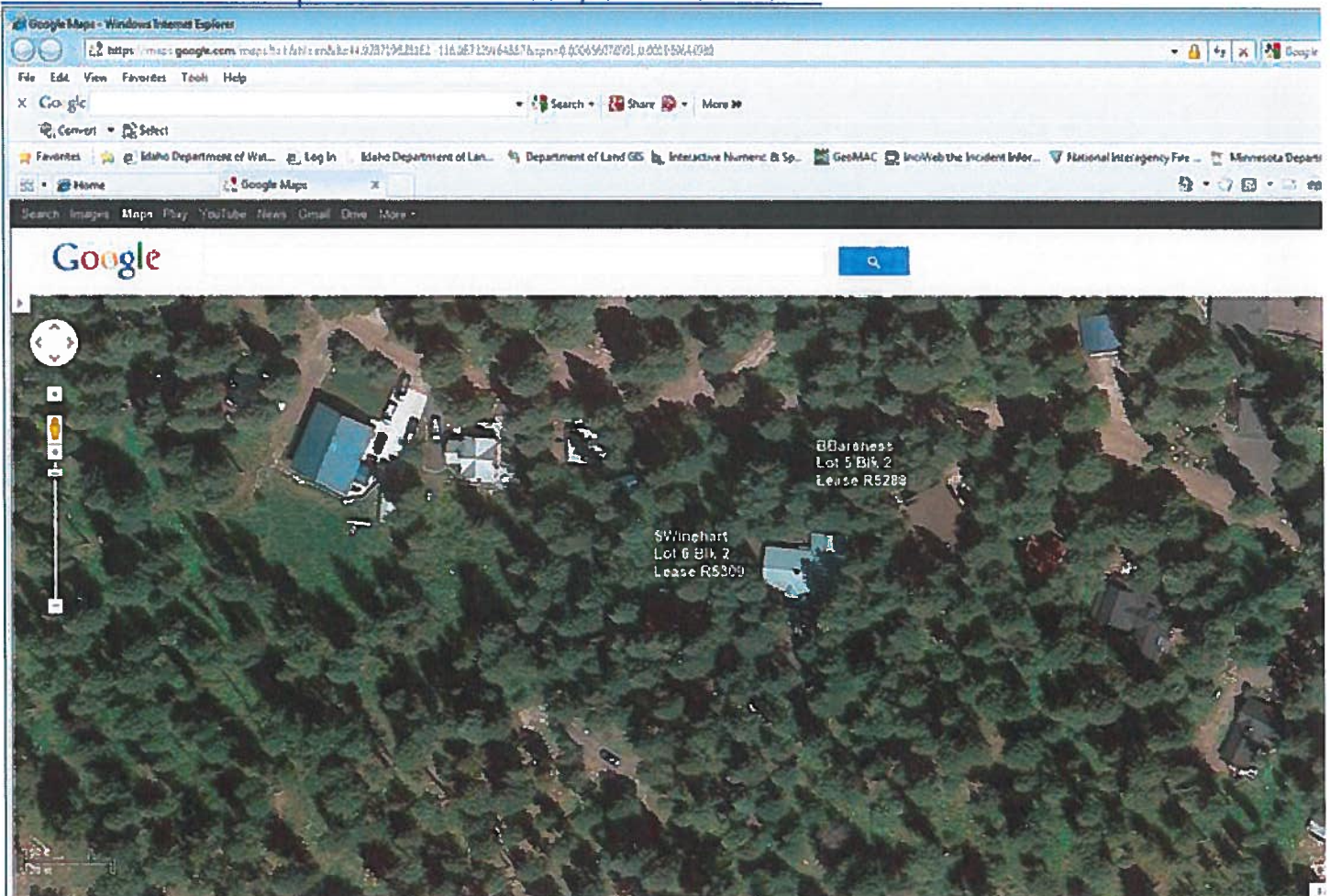
Walker, Kay

From: Dixie Booker-Lair [dbooker-lair@idl.idaho.gov]
Sent: Friday, October 25, 2013 4:02 PM
To: Walker, Kay
Cc: Scott Corkill; External - Tyson Nelson
Subject: IDL Water right permit 65-22922 additional evidence
Attachments: GoogleMapofLocation.jpg; R500288-LEASE-2014.pdf; R5309-LEASE-2001 Revised Size.pdf

Kay,

Please find the additional proof for water right permit 65-22922.

Google Maps <https://maps.google.com/maps?t=k&hl=en&ll=44.928719628162,-116.067329164887&spn=0.000656078991,0.001039644980>



Imagery, from Bing maps: <http://www.bing.com/maps/default.aspx?v=2&cp=44.928684315129~-116.067127508880&lvl=19&style=h&tilt=-90&dir=0&trfc=1&encType=1&alt=-1000>

I am including lease document information.
Should you have any questions, please give me a call.

Best Regards,
Dixie Booker-Lair
GIS Analyst



(208) 334-0295

dbooker-lair@idl.idaho.gov

"Managing our Endowment Lands for the future of Idaho"

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

Office Use Only			
Well ID No. <u>824972</u>			
Inspected by _____			
Twp _____	Rge _____	Sec _____	
1/4 _____		1/4 _____	
Lat: _____		Long: _____	

1. WELL TAG NO. D D0038041
DRILLING PERMIT NO. _____
Water Right or Injection Well No. _____2. OWNER: Swinehart
Name Swinehart (Lou T.)
Address 3120 Crescent Rim Dr
City Borise State ID Zip 83706

3. LOCATION OF WELL by legal description:

You must provide address or Lot, Blk, Sub. or Directions to well.

Twp. 18 North ☒ or South ☐
Rge. 3 East ☒ or West ☐
Sec. 3 1/4 NE 1/4 NE 1/4
Gov't Lot _____ County Valley 160 acresLat: _____ Long: _____
Address of Well Site 1058 Plymouth Rd
City McCall
(Give at least name of road - Distance to Road or Landmark)L. _____ Blk. _____ Sub. Name Pilgrim Cove

4. USE:

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

5. TYPE OF WORK check all that apply (Replacement etc.)

☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD:

☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

Seal Material	From	To	Weight / Volume	Seal Placement Method
Bentonite	0	18	7	Granular

Was drive shoe used? ☐ Y ☐ N Shoe Depth(s) _____Was drive shoe seal tested? ☐ Y ☐ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
6"	±2	238	250	Steel	☒	☐	☒	☐
4"	280	360	160	PVC	☐	☒	☐	☐

Length of Headpipe _____ Length of Tailpipe _____

Packer ☐ Y ☐ N Type _____

9. PERFORATIONS/SCREENS PACKER TYPE

Perforation Method Factory

Screen Type & Method of Installation _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
300	360	25	160	4"	PVC	☐	☒

10. FILTER PACK

Filter Material	From	To	Weight / Volume	Placement Method

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

50' ft. below ground Artesian pressure _____ lb.Depth flow encountered 360' ft. Describe access port or control devices: _____Twist cap

12. WELL TESTS:

☐ Pump ☐ Bailor ☒ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
<u>25</u>	<u>360</u>	<u>360</u>	<u>1 hr</u>

Water Temp. 60° Bottom hole temp. _____Water Quality test or comments: clearDepth first Water Encounter 160

13. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
10	0	18	sand & clay		
6	18	78	Lava Boulders		
	78	140	heavy sand & clays		
	140	200	blue clay & sand		
	200	300	Lava Boulders		
	300	360	sandstone		

RECEIVED

NOV 23 2004

WATER RESOURCES
WESTERN REGIONCompleted Depth 360 (Measurable)Date: Started 9-28-04 Completed 9-30-04

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 Jim Russell Firm No. 623Principal Driller Jim Russell Date 9-30-04

and Driller or Operator II _____ Date _____

Operator I _____ Date _____

Principal Driller and Rig Operator Required.
Operator I must have signature of Driller/Operator II.



2012-2013 RESIDENTIAL COTTAGE SITE LEASE

This 2012-2013 Residential Cottage Site Lease (hereafter the "2012-2013 Lease" or the "Agreement"), is made by the **STATE OF IDAHO**, acting by and through the **STATE BOARD OF LAND COMMISSIONERS ("LESSOR")**, and **Loy Swinehart ("LESSEE")**.

NOW THEREFORE, for and in consideration of the promises, conditions and covenants made herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, LESSOR and LESSEE agree as follows:

1. LESSEE is currently the lessee of record of Cottage Site Lot 6 ("Cottage Site"), located at **Payette Lakes**, Idaho, pursuant to that certain Residential Cottage Site Renewal Agreement effective for a term of one (1) year, which lease expires by its terms on December 31, 2011 (hereafter the "2011 Renewal Lease").
2. Prior to the 2011 Renewal Lease, LESSEE was the lessee of record of the said Residential Cottage Site Lot 6, located at **Payette Lakes**, Idaho, pursuant to that certain Residential Cottage Site Lease # **R5309**, effective for a term of ten (10) years, which lease expired by its terms on December 31, 2010 (hereafter the "2001-2010 Cottage Site Lease").
3. LESSOR and LESSEE agree to lease the referenced Cottage Site for a period of two years, effective January 1, 2012, through midnight December 31, 2013 (hereafter the "2012-2013 Lease Term").
4. If LESSEE executes this 2012-2013 Lease and returns it to LESSOR in a timely manner, as provided below, then the effective date of this new lease agreement shall be January 1, 2012.
5. The 2012-2013 Lease Term pursuant to this Agreement shall be governed by the same terms and conditions of the 2001-2010 Cottage Site Lease, unless otherwise specifically modified herein.
6. Subsection "1.1 Rental Rate" of Section "D. RENTAL RATE" of the 2001-2010 Cottage Site Lease is hereby deleted in its entirety, and is amended to read as follows:

D. RENTAL RATE

- 1.1. Rental Rate.** Rent shall be four (4%) of current fee simple value of the leased premises, as determined by valuation administered by the LESSOR or by valuation as determined by the assessor. The value of the leased premises shall be determined as though the leased premises is vacant and unimproved, subject to any outstanding rights and reservations of record, and without any deduction or credit for LESSEE-owned site improvements. The rent amount for the 2012 lease year will be **\$3,852.80**, based on the 2011 land value which was established in accordance with the terms of this lease. The 2013 rent amount will be similarly calculated once the 2012 land values are established.
7. Subsection "1.3.b Ten Percent (10%) Premium Rent" of Section "E. SUBLEASING OR ASSIGNMENT" of the 2001-2010 Cottage Site Lease is hereby deleted in its entirety.
8. Rent shall be due and payable on or before January 1, 2012; or, in the alternative, one-half (½) of the rent shall be due and payable on January 1, 2012, and the remaining unpaid balance of one-half (½) of the rent shall be due and payable on June 1, 2012.

9. All lease termination and expiration provisions referring to December 31, 2010 in the 2001-2010 Cottage Site Lease for purposes of the 2012-2013 Lease shall be deemed to reference December 31, 2013.
10. Without having to meticulously review the 2001-2010 Cottage Site Lease to make all dates and terms consistent with this 2012-2013 Lease Term, the parties intend, and hereby agree, wherever necessary and appropriate, to read the 2001-2010 Cottage Site Lease terms and conditions flexibly and consistently with the intent and purpose of this Agreement.
11. The parties acknowledge there is a legal dispute over the constitutionality of Idaho Code § 58-310A and whether the current lease terms are consistent with applicable statutory and constitutional requirements. Nothing herein is intended to nor shall be construed as waiving any legal rights or remedies of the LESSOR or LESSEE with respect to any legal dispute regarding the constitutional or statutory sufficiency of the 2001-2010 Cottage Site Lease, 2011 Renewal Lease, or this Agreement.

LESSEE has read, understood, and agrees to the above. By signing this renewal of lease agreement, LESSEE understands that all terms and conditions set forth in the 2001-2010 Cottage Site Lease shall apply in full force and effect during the 2012-2013 Lease Term effective from January 1, 2012 through December 31, 2013, unless otherwise specified herein. This Agreement together with a copy of the 2001-2010 Cottage Site Lease shall become a permanent part of this 2012-2013 Lease Agreement.

LESSEE SIGNATURES

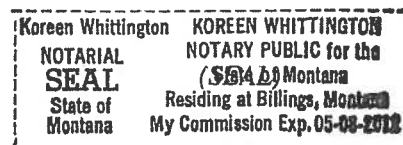
x [Signature]
(Lessee)

Dated: 8/8/11

x _____
(Lessee)

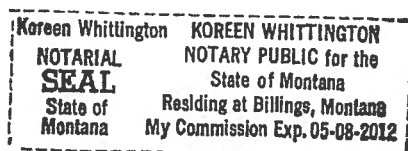
Dated: _____

STATE OF Montana
COUNTY OF Yellowstone :S



On this 8th day of August, in the year 2011, before me, a Notary Public in and for said State, personally appeared Kay T. Swinehart known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument as LESSEE, and acknowledged to me that said person(s) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.



[Signature]
Notary Public
Commission expires: May 8, 2012

LESSOR SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed.

COUNTERSIGNED: STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

Ben Ysursa
Secretary of the State of Idaho

C. L. Butch Otter
President of the State Board of Land Commissioners
and Governor of the State of Idaho

Thomas M. Schultz, Jr.
Director Department of Lands

Dated: _____

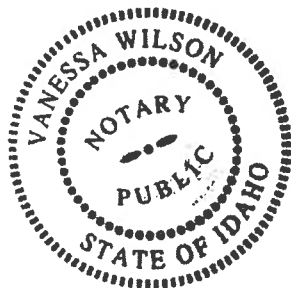
STATE OF IDAHO
COUNTY OF ADA



(SEAL)

On this 8th day of November in the year 2011 before me, a Notary Public in and for said State, personally appeared C. L. "Butch" Otter, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the State of Idaho; and Ben Ysursa, known to me to be the Secretary of the State of Idaho and Thomas M. Schultz, Jr., known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.



Vanessa Wilson
Notary Public for the State of Idaho
Commission expires: 8-11-2014



RESIDENTIAL COTTAGE SITE LEASE
No. R500288
BARBARA JOANNE BARSNESS

LESSOR Name and Address: State Board of Land Commissioners, acting by and through the Idaho Department of Lands
300 North 6th Street, Suite 103
PO Box 83720
Boise ID 83720-0050

LESSEE Name and Address: Barbara Joanne Barsness
1197 North Elk River Way
Eagle ID 83616

Lease Term: Commencement: January 1, 2014
Expiration: December 31, 2018

Rent: The annual rent payment is due on January 1st of each year or in accordance with Section D.1.2 on Attachment A.

Rent terms are more particularly described in Section D. Rental Rate within the Lease Provisions.

Land Legal Description: See Attachment B of this Lease.

LESSOR, in consideration of the rent paid and the covenants, conditions and restrictions hereinafter set forth, in the Lease (including all Attachments), does hereby lease and demise unto LESSEE the lands described in Attachment B of this Lease for the uses specified herein.

Use of Premises: Residential Cottage Site
See Section B. Use of Leased Premises within the Lease Provisions

Bond: Not Applicable

Liability Insurance: See Section M. Insurance in the Lease Provisions, Attachment A.

Lease Index: LEASE DATA
SIGNATURE PAGE
ATTACHMENT A – LEASE PROVISIONS
ATTACHMENT B – LEGAL DESCRIPTION

This lease agreement (Lease), including the Lease Data, Signature Page and all Attachments (which are incorporated herein in their entirety) is made and entered into by and between LESSOR and LESSEE.

LESSOR SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

COUNTERSIGNED: STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

Ben Yursa
Secretary of the State of Idaho

Thomas M. Schultz, Jr.
Director Department of Lands



C. L. "Butch" Otter
President of the State Board of Land Commissioners
and Governor of the State of Idaho

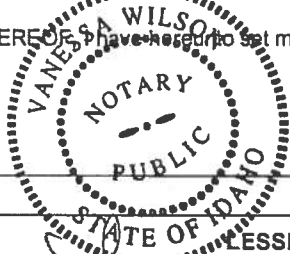
STATE OF IDAHO

(SEAL)

COUNTY OF ADA

On this 12th day of September, in the year 2013, before me, a Notary Public in and for said State, personally appeared C. L. "Butch" Otter, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the state of Idaho; and Ben Yursa, known to me to be the Secretary of the State of Idaho and Thomas M. Schultz, Jr., known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.



Vanessa Wilson
Notary Public for the State of Idaho
Commission expires: 8-11-2014

LESSEE SIGNATURES

Barbara Joanne Barness
(LESSEE)

x _____
(LESSEE)

x _____
(LESSEE)

x _____
(LESSEE)

STATE OF IDAHO

COUNTY OF ADA

SAM SNATER
(SEAL)
Notary Public
State of Idaho

On this 9th day of September, in the year 2013, before me, a Notary Public in and for said State, personally appeared BARBARA JOANNE BARNESS

_____ known to me to be the person(s) who executed the instrument as LESSEE, and acknowledged to me that such person(s) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

[Signature]
Notary Public
Commission expires: 11-16-18