

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

RECEIVED
JAN 07 2013
Department of Water Resources
Eastern Region

1. Name of Applicant Daniel C. Evans Phone 208-760-0657
Mailing address 5071 South 4600 West Samaria, ID 83252 Email dce3@hotmail.com
2. Source of water supply Ground Water which is a tributary of N/A
3. Location of point of diversion is Township 15 S Range 35 E Sec. 14, in the SW $\frac{1}{4}$,
SE $\frac{1}{4}$, Govt. Lot Oneida County;
additional points of diversion if any: _____
4. Water will be used for the following purposes:
Amount 1.03 CFS for Irrigation purposes from April 15th to Oct 15th (both dates inclusive)
(cfs or acre-feet per year)
Amount 0.02 CFS for Stock purposes from Jan 1st to Dec 31st (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)
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) 1.05 and/or (b) _____
cubic feet per second acre feet per year
6. Proposed diverting works:
 - a. Describe type and size of devices used to divert water from the source Well, Pump, Mainline to Hand line.
 - b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet;
total reservoir capacity _____ acre-feet
 - c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet
 - d. Is ground water with a temperature of greater than 85°F being sought? _____
 - e. If well is already drilled, when? _____; Drilling firm _____;
Well was drilled for (well owner) _____; Drilling Permit No. _____
7. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year)
8. Description of proposed uses (if irrigation only, go to item 9):
 - a. Hydropower; show total feet of head and proposed capacity in kW. _____
 - b. Stockwatering; list number and kind of livestock. 40 Beef Cattle.
 - c. Municipal; show name of municipality. _____
 - d. Domestic; show number of households. _____
 - e. Other; describe fully. _____

AMENDED

AMENDED

8. Description of place of use:
- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
 - 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	
15S	35E	14															5.9	20.6	26.5
15S	35E	14																S	
15S	35E	13							16.3										16.3
15S	35E	23	9.2	13.9															23.1

Total number of acres to be irrigated: 65.9

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? _____
- b. Who owns the land to be irrigated or place of use? _____
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

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

12. Time required for completion of works and application of water to proposed beneficial use is 5 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
Daniel C. Evans

 Print Name (and title, if applicable)

 Signature of Applicant

 Print Name (and title, if applicable)

For Department Use:

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ 290 Received by NV Receipt No. E038319 Date _____

9. 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	
15 S	35 E	14				25												4.47	28.47
15 S	35 E	13											18.5						18.5
15 S	35 E	23	10	16															26
15 S	35 E	14				S													

Total number of acres to be irrigated: 73.97

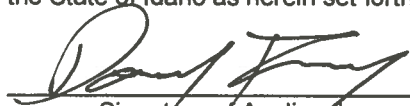
10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? My dad owns 28 shares of the Samaria Irrigation Co. that we have been using on this land. We plan to sale 14 to15 shares to help fund this well project and the remaining water shares will be used to irrigate other property we own.

11. a. Who owns the property at the point of diversion? John J Evans
b. Who owns the land to be irrigated or place of use? John J Evans
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Property lease from Father John J Evans property owner to Son Daniel C Evans applicant.

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. To drill an irrigation well at above listed POD for use in irrigating crop and pasture land in the above listed locations as well as provide stock water to coral. The property is located in the Southwest corner of the Malad Valley South of the township of Samaria. I Called the IDWR office in Idaho Falls and was told I did not need to provide the Well Depth or Diameter on this application at this time. The main objective of this application is for the 1.03 cfs water to irrigate the property and the 0.02 cfs to supply water for 40+/- head livestock in a coral when needed. The coral is located in the NW corner of the 25 acre plot of land of the section 14 property listed above.

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½"x11" 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.)

BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.


Signature of Applicant

Daniel C. Evans
Print Name (and title, if applicable)

For Department Use:

Received by _____ Date _____ Time _____ Preliminary check by _____

Fee \$ _____ Received by _____ Receipt No. _____ Date _____

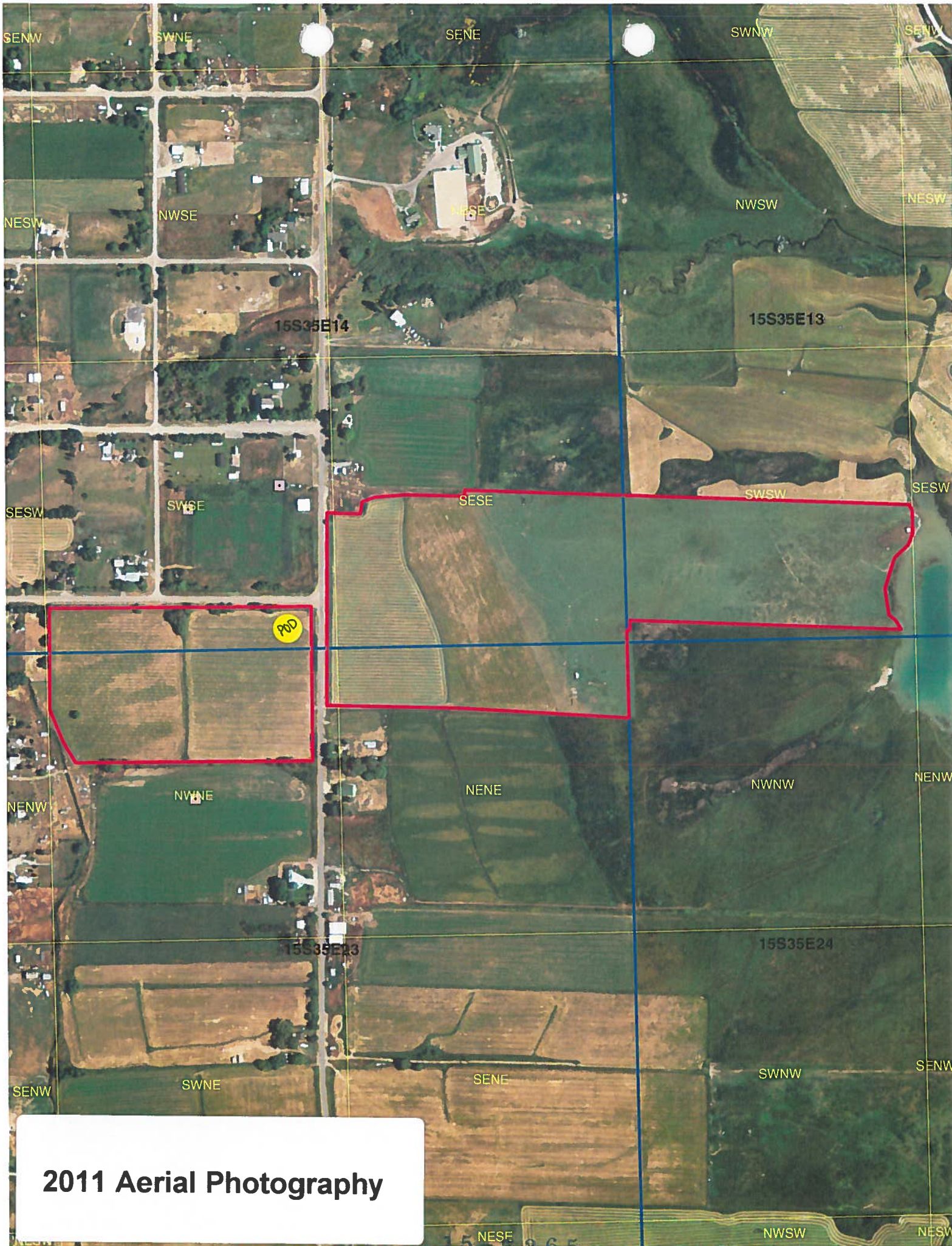
Stockwater POD/POU for 15-7365



15-7365

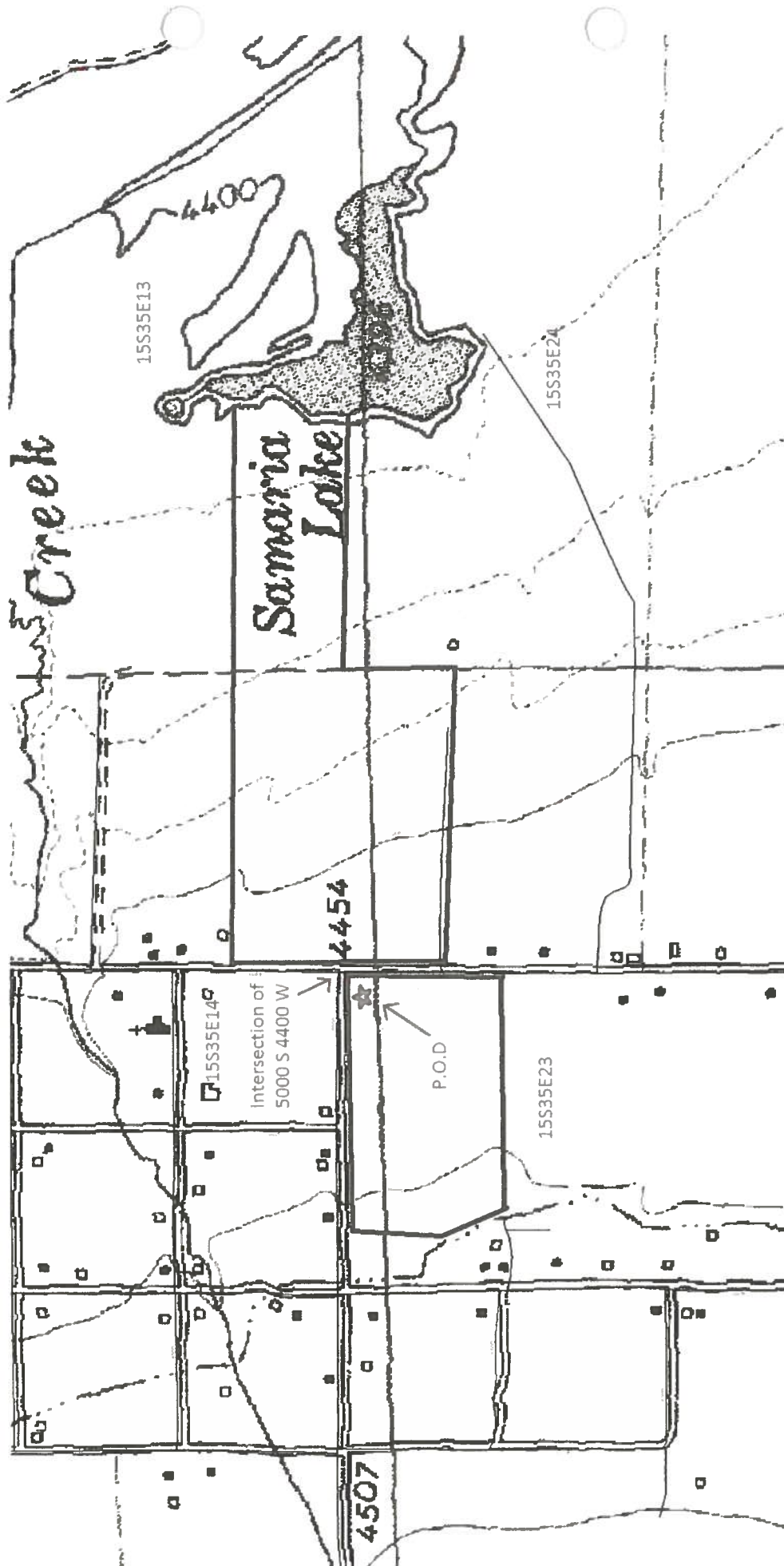
This is an aerial photograph of a rural landscape, likely in a coastal or wetland area. A red boundary outlines a specific region of interest. The map is overlaid with a grid of yellow lines. Various labels are present: 'SENE' (top center), 'SWNW' (top right), 'SENW' (far top right), 'NWSW' (top right), 'NESW' (far top right), 'SESE' (center left), 'SWSW' (center right), 'SESW' (far center right), 'NWNW' (bottom right), 'NENW' (far bottom right), 'SENW' (bottom right), 'SWNE' (bottom left), 'SENE' (bottom center), and 'SWNW' (bottom right). A red label '15S35E' is located within the red boundary. Blue numbers '14', '13', '23', and '24' are scattered across the map. A scale bar at the bottom indicates distances of 0.25, 0.125, 0, and 0.25 Miles. A compass rose in the bottom right corner shows North (N), South (S), East (E), and West (W).

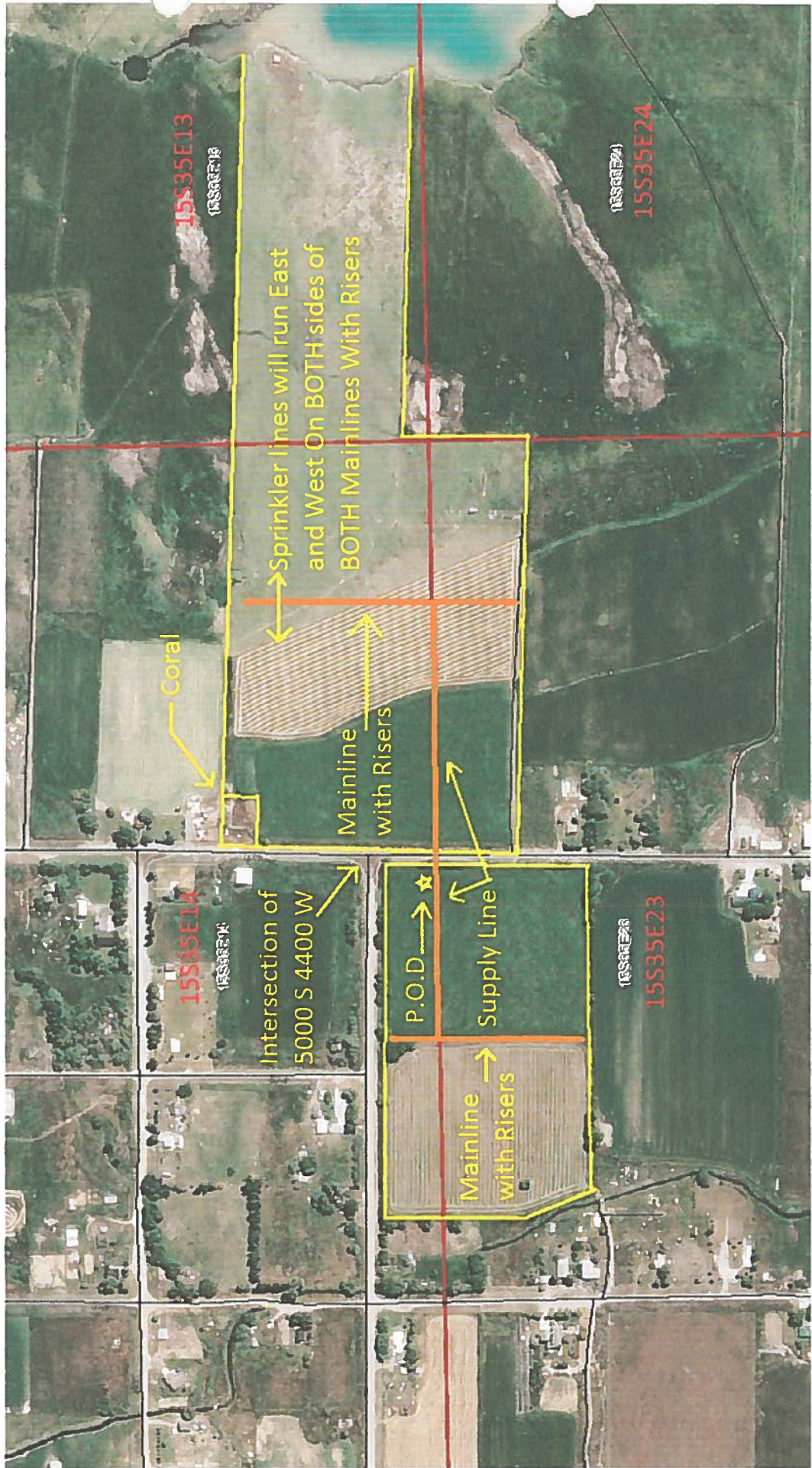
15-7365



2011 Aerial Photography

15 NESE 1365





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 - c. Municipal; show name of municipality. _____
 - d. Domestic; show number of households. _____
 - e. Other; describe fully. _____

LEASE/PURCHASE AGREEMENT

I JOHN J. EVANS (LESSOR/ SELLER), a married person dealing in his separate property, agree to lease with option to convert to a sale to DANIEL C. EVANS (LESSER/ BUYER) the following described real property situated in Oneida Count, Idaho:

Parcel 1

Property known as the "Old Tithing Lot".

See Attachment number one (1) legal description of parcel # 4, also Easements described in attachment 2/Parcel #2, attachment 3/Parcel # 3, and subject to boundary line agreements number 138411 and 146667.

Parcel 2 "Lower field South part"

All that part of the following described lands lying outside the Village of Samaria; Commencing at a point 1.32 Chains North of the NE Corner of Section 23, Township 15 South, Range 35 East, Boise Meridian; and running thence South 6.72 Chains; thence North 87°30' West 17.07 Chains to the NE corner of the lot now owned by Edward Thomas, thence South 87°00' West 4.28 Chains to the East side of the County Road; thence North 1°30' East along the East side of the county Road 7 Chains; thence South 89°30' East 21 Chains to the Place of Beginning. T-607

Parcel 3 Upper field South part"

Commencing at the NW Corner of the NE Quarter of Section 23, Township 15 South, Range 35 East, Boise Meridian; and running thence East 9.26 chains; thence North 10 1/3 rods to the street; thence East 9.03 chains to the West side of the County Road; thence South 1°30' West along the West side of the County Road 11.68 chains; thence North 87°30' West 15.96 chains to the East line of the tithing Lot; thence North 35°15' West 2.65 chains; thence North 62°40' West .87 chains; thence North 5.43 chains to the Place of Beginning. T-609

Parcel 4 Lower field North Part"

Commencing at a point 1 chain and 32 links North of the stake lying and being between Sections 13 and 23, Township 15 South, Range 35 East, Boise Meridian; running thence North 8.44 Chains; thence South 87°30' East 21.50 chains; thence South 8.42 chains; thence North 87°30' West 21.21 chains to the Place of Beginning. T-159

Parcel 5 "Lower field North part and meadow to lake"

Commencing at a point 1.32 chains North of a stake lying and being between Sections 13 and 23, Township 15 South, Range 35 East, Boise Meridian; thence running

North 87°30' West 20.89 chains; thence North 1°30' East 8.46 chains; thence South 87°30' East 20.75 chains; thence South 8.44 chains to the Place of Beginning. T-160

Parcel 6 "Sheffield Lot"

Beginning 80 rods West and 55 rods 9 feet North of the Southeast Corner of Section 11, Township 15 South, Range 35 East, Boise Meridian; thence running North 24 Rods 7 ½ feet; thence East 80 rods; thence South 28 rods 7 ½ feet; thence North 86°30' West 80 rods 8 feet to the point of beginning.

Parcel 7 "East end of Myra's"

Also, beginning 51 rods 9 feet North of the Southwest Corner of Section 12, Township 15 South, Range 35 East, Boise Meridian; thence South 86°30' East 209 rods, more or less, to the Malad River; thence Northwest along river to a point on line 80 rods North of South section line; Thence west 192 rods to West line of Section; thence South 28 rods 7 ½ feet to point of beginning.

Parcel 8 "West end of Myra's"

Commencing at the Southwest corner of the Southeast quarter of Section 14, Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho; thence North 10 Rods to Street, Thence East 34 Rods, thence South 10 rods, thence West 34 Rods to the Point of Beginning. T-1807

TOGETHER WITH twenty seven (27) shares of Samaria Water and Irrigation Company, and all other water rights appurtenant to the property.

SUBJECT to restrictions, reservations, covenants, right of ways, water and water rights and easements apparent or of record.

ALL CATTLE or other livestock at the time of conversion to a sale except as agreed to in private agreement, which can be noted at time of conversion.

ALL FARM EQUIPMENT including (1) tractor, (1) swather, (1) baler, (1) Chev. 2 ton truck, and any other serviceable tillage or related equipment being or able to be used at the beginning of this Lease. Not included will be all unserviceable equipment, vehicles, all tools both hand and mechanical or antique equipment, which will be retained by Lessor/Seller.

FURTHER SUBJECT TO; THE FOLLOWING TERMS.

1. The date of Lease, as previously agreed to is 1st day of January 2010.

2. Payments to be \$1000.00 per month due on or before the first day of each month starting at the verbally agreed to date of lease/purchase agreement listed above and continue until Daniel requests conversion to purchase of all property as listed here in or to and including the month of death of John J. Evans at which time he may request and file deeds for all the listed property and chattels as purchased and paid for in full. EXCEPTION: See Item 13 below. However should a conversion be made at any time prior to the death of John J Evans Daniel will continue to make the same payment until the death of John J Evans or should Daniel C. Evans die first, a payment will be provide by insurance as per provision No. 13 below in which case Daniel's heirs will become the owner free and clear of any further cost. If for any reason the described insurance settlement is not provided for, all necessary documents for title to the property as well as the properties, will revert to John J Evans who will have the full right to the property, water shares and all cattle and other equipment and other rights as described above and may sell, use or convey to whom he may chooses at what price or terms he may choose.
3. Buyer understands and agrees that a sprinkler system is in the process of being installed on the property listed as Parcel 6 and Parcel 7 and is under contract with the US Government NRCS department and that changing the contract of or filling the deed to this property would incur substantial additional cost and delays in the project. Therefore should the buyer decide to exercise the option to purchase prior to the completion of the NRCS contract, Buyer therefore agrees to the terms of this agreement and to hold in a safe place (Bank Safety Deposit Box or other fire and water safe place) this agreement and the attached signed deed, which shall only be filed following the completion of the NRCS contract.
4. Buyer will together with the Seller, as per their agreements with the NRCS, assure the fulfillment of the NRCS contract.
5. Seller and/or Daniel C. Evans to the extent of his agreement agree to be responsible for all costs to complete the NRCS contract. However should any different work or additional items be requested by the Buyer which are not part of the NECS contract, they will be paid fully by the Buyer.
6. Buyer agrees NOT to sell for any reason, the described property, until the NRCS Contract is fully complete and released.
7. Buyer will provide the following services in exchange for full and exclusive use of the property for farming and Grazing.
8. Daniel will meet all requirements of the work directly with the NRCS in regard to the installation of the sprinkler system now authorized and being installed. This includes keeping the sprinkler system in good condition and

working order by doing any and all repairs required to delivery system, lines and heads etc.

9. Daniel agrees to provide all seed, fertilizer, soil tests, chemicals, and other materials needed to fulfill the contract with NRCS until the contract is released as completed in full.
10. Daniel agrees during the lease period to provide all materials and labor needed to maintain all fences and agrees to keep all fences in good condition as long as he is leasing said property.
11. Buyer and Seller agree that each shall be provided with an original notarized copy of this agreement and attached deed; at the time both have completed signing the documents.
12. Although the property deed will not be filed until the notice of conversion or the death of John J Evans (Lessor/Seller), Lessee/ Buyer recognizes that he is responsible for all of the lease/purchase payments, taxes, water assessments and other related costs to the operation of the farm and for any or all losses he may incur in relation to the operation of the farm. Further that he has full use and control of the property in all ways, however John will continue to have full right to enter and observe or work on the farm if he sees a need at any time to help in the operation or repair of any needed items also to remove any tools and or unused equipment or antiques as mentioned above. The Lessee/ Buyer will also have the right to use any and all tools both hand and mechanical as needed to repair equipment during the period of this contract.
13. Lessee/Buyer agrees to provide Seller with a life insurance policy on the Buyers life for a minimum of \$250,000.00 which will then be owned by the Lessor/Seller and he will have the right to assign or change Beneficiaries as he feels applicable, further the Lessee/Buyer agrees to make all such payments necessary to keep the policy in force until the death of the Lessor/Seller which will end this provision of this agreement on the death of the Lessee/ Buyer in which case the Lump Sum Insurance policy payout will replace the monthly payments and end any further contract as paid in full..

Dated July 6. 2011

Lessor/ Seller John J. Evans John J. Evans

Lessee/ Buyer Daniel C. Evans Daniel C. Evans

Notary Public: Robert A Crowther

My appointment expires 9-9-11

