

MEMORANDUM

To: Transfer 75580
From: Keith Franklin
Date: May 26, 2009
Re: Transfer Review Memo

Re: Evaluation of Sufficiency of Information Submitted

Authority To File

Applicant is the owner of record of the water right being transferred as per Warranty and Quitclaim deeds attached to the application.

Water Right Validity

The water right involved is a license, 95-10002, for the irrigation of one acre from a grand water source. The right is in good standing.

Injury To Other Water Rights

No formal complaints have been submitted to IDWR as of the date of this filing. The transfer is to split right 95-10002 and add a point of diversion to a parcel of land the Willis's retained after a split of this water right. In a previous transfer, #74669, the Willis's changed the point of diversion and place of use for this right as the result of a land sale. The Willis's did not inform the department, at the time of the transfer that they had agreed through a Well Use Agreement to split this right with the owner to whom they had sold a portion of their land to. The Willis's are initiating this transfer and when the transfer is approved, the new owners will file for a change in ownership for water right 95-10483, that is being split off to them and the Willis's will retain half of 95-10002 under a new water right number 95-10482. A new well was constructed on the Willis's property so both owners could have access to their own well. Northern Regional personnel have extensively reviewed this application and have determined this is the best way to approach the problem under the present circumstances.

Enlargement Of Use

No expansion of the right is anticipated to occur.

Local Public Interest

The "Public" will be served by the granting of this transfer.

Beneficial Use/Conservation Of Water Resources

Review of the application finds no inconsistency with criteria set forth in Section 42-222, Idaho Code, preventing processing of this application.

May 20, 2010

WILLIS/ LINK WATER RIGHTS/TRANSFER MEMO

Howard Peters, who was Mrs. Willis's father had two water right licenses in his name. Right 96-7624, a domestic right for two homes that included irrigation for lawn & garden from a well located on Peters property with a priority date of 1/23/1978.

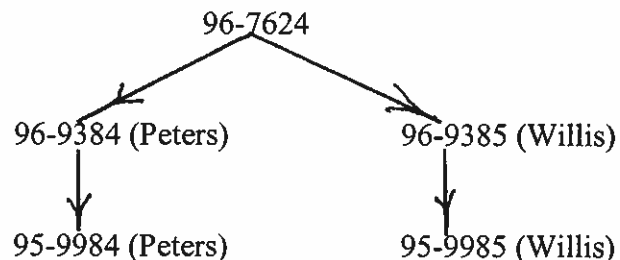
The second right, 96-7769 acquired approximately one year later for the irrigation of one acre of additional land from the same well with a priority date of 4/10/1979.

Burton & Rosalie Willis eventually acquired the property from Rosalie's father Howard Peters.

The Willis's sold a portion of the property, that included the existing well and one home to a Mr. Link on 10/9/2007. Since the existing well was now on property owned by the Links, the Willis's constructed a new well on their property so they could avoid having a shared well. The new well was constructed on 12/5/2007.

The Willis's filed a transfer, 74669, on 2/12/2008 with the department to split and add a point of diversion to water right 96-7624. As part of this transfer, the Willis's said they also retained all of water right 96-7769 and therefore changed the point of diversion from the existing well, now on Links property, to the new well constructed by the Willis's.

Water right 96-7624 was split as follows;



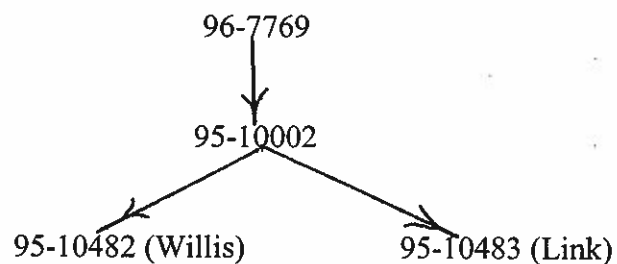
Water rights 96-9384 and 96-9385 were changed to 95-9984 and 95-9985 due to a water basin

change for the North Idaho Adjudication. In addition, water right 96-7769 was changed to 95-10002 for the same reason within this transfer.

After transfer 74669 was completed, the department discovered the Willis's had actually sold $\frac{1}{2}$ of water right 96-7769, when they sold a portion of their property to the Links. A joint well use agreement and easement between the Willis' and the Links set forth the division of right 96-7769, instead of being part of a deed or real estate contract.

With this discovery, the Willis's filed another transfer, 75580, on 4/23/2009 that split water right 96-7769, now water right 95-10002, into rights 95-10482 and 95-10483, both in Willis's name and added a point of diversion back to the existing well the Links' now own.

Water right 96-7769 was split as follows;



While the first transfer, 74669, was going on, the Willis's filed an adjudication claim on water right 95-10002. After transfer 75580 was complete, the Links filed an ownership change on water right 95-10483 putting that portion of parent right 95-10002 into their name.

Since the Willis's had already filed an adjudication claim on 95-10002 before the split, transfer 75580 that split right 95-10002 created two adjudication claims, 95-10482 and 95-10483, both in Willis's name. The ownership change submitted by the Links on September 28, 2009, put claim 95-10483 into Links name.

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IDWR / NORTH

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 75580**MINIMUM REQUIREMENTS CHECKLIST**
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule and water right proof report or details report for Part 2A of the transfer application are available from any Department office or on the Department's website at <http://www.idwr.idaho.gov/>.

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A

* Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Proof Report (obtained from Department) or Details Report (obtained on website) describing each water right in the transfer as currently recorded.
- ☐ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-9.

- ☐ ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the transfer applicant as the current water right owner.
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).
- ☐ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☐ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☐ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at <http://www.idwr.idaho.gov/water/rights/>.
- ☐ ☐ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use.
- ☐ ☐ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.)
- ☐ ☐ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☐ #9 Other. Please describe: _____

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AFFIDAVIT OF PUBLICATION

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IDWR / NORTH

STATE OF IDAHO,
County of Kootenai,

ss.

AUG 14 2009

Kelli Buley

IDWR / NORTH

Notary Public first duly sworn
upon oath deposes and says:

1. I am now and at all times hereinafter mentioned was a citizen of the United States, resident of the State of Idaho, over the age of twenty-one years and not a party of the above entitled action.

2. I am now and at all times hereinafter mentioned was the printer (principal clerk) of the "Coeur d'Alene Press," a newspaper printed and published daily except Sunday in Coeur d'Alene, Kootenai County, Idaho, and having a general circulation in said county.

3. The

Legal Notice

of which the annexed is a printed copy, was published in the regular Thursday issue of said newspaper for 2 consecutive weeks commencing on the 16 day of August 20 09, and ending on the 13 day of August 20 09, and such publication was made as often during said period as said daily newspaper was regularly issued.

4. That said newspaper has been continuously and uninterruptedly published in said Kootenai County, during a period of more than seventy-eight consecutive weeks immediately prior to the first publication of said notice Kelli Buley

On this 13 day of August in the year of 2009, before me, a Notary Public, personally appeared Kelli Buley

known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.

Regina Mason

Notary Public for the State of Idaho,
residing at Coeur d'Alene, Idaho.

MY COMMISSION EXPIRES 6/18/15



NOTICE OF PROPOSED CHANGE OF
TRANSFER NO. 7558

BURTON N WILLIS and/or ROSALIE V
ATHOL ID 83801, filed Application No. 75
following water right within KOOTENAI Co
with a 1979 priority date, from ground wat
AFA for 1 acre of irrigation with a Point of
Use in the SESW S12 T53N R03W.

The purpose of the transfer is to change a p
as follows: ~ to add an additional point of div
12 Twp 53N Rge 03W, and split water right 9

**THERE WILL BE NO INCREASE IN TH
OR THE DIVERSION VOI**

Proposed Right No. 95-10482 (split from Pare

Priority 4/10/1979

Source GROUND WATER

Use IRRIGATION (0.5 acres) 0.01

Total Amount 0.01

Points of Diversion(2) SESW S12 T

Place of Use SESW S12 T

Proposed Right No. 95-10483 (split from Pare

Priority 4/10/1979

Source GROUND WATER

Use IRRIGATION (0.5 acres) 0.01

Total Amount 0.01

Point of Diversion SESW S12 T

Place of Use SESW S12 T

Protests may be submitted based on the crit
Code.

Any protest against the proposed change r

Department of Water Resources, Northern

Drive, Suite 100, Coeur D' Alene ID 83815 t

fee of \$25.00 for each application on or before

protestant must also send a copy of the protes

Legal 7102

August 6, 13, 2009

n
Plot
S
k
ONE
208.6

Instrument Number

DANIEL J. EN... 2P I 2127406000
KOOTENAI CO. RECORDER Page 1 of 2
BBB Date 10/18/2007 Time 11:54:34
REC-REG OF NORTH IDAHO TITLE INSURA
RECORDING FEE: 6.00
2127406000 DO 9

Escrow No.: 6001-20320-WH

WARRANTY DEED

FOR VALUE RECEIVED, **BURTON N. WILLIS AND ROSALIE WILLIS, HUSBAND AND WIFE**, Hereinafter called Grantor, does hereby grant, bargain, sell and convey unto **DENNIS P. LINK AND KAREN LYNN LINK, HUSBAND AND WIFE**, Grantee, whose address is:

P.O. Box 556, Ahal, Id. 83801, the following described premises, County of KOOTENAI to-wit:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 53 NORTH, RANGE 03 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;

THENCE SOUTH 89 DEGREES 55'23" EAST ALONG THE SOUTH LINE OF SECTION 12, A DISTANCE OF 1636.62 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF-WEST HALF-SOUTHEAST QUARTER-SOUTHWEST QUARTER OF SECTION 12;

THENCE NORTH 00 DEGREES 15'28" EAST ALONG THE WEST LINE OF SAID EAST 1/2-WEST 1/2-SOUTHEAST QUARTER-SOUTHWEST QUARTER, A DISTANCE OF 199.79 FEET (RECORD = 200 FEET) TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 15'28" EAST, A DISTANCE OF 735.78 FEET;

THENCE SOUTH 89 DEGREES 57'38" EAST, A DISTANCE OF 297.14 FEET;

THENCE SOUTH 00 DEGREES 15'28" WEST, A DISTANCE OF 736.06 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF HWY 54;

THENCE NORTH 89 DEGREES 54'22" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 297.14 FEET TO THE TRUE POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever, and the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT CURRENT TAXES AND EASEMENTS OF RECORD OR IN VIEW.

And that he/she/they will warrant and defend the same from all lawful claims whatsoever.

DATED. October 09, 2007

By: Burton N. Willis
BURTON N. WILLIS

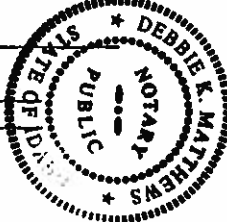
By: Rosalie Willis
ROSALIE WILLIS

State of ID)
County of Kootenai)

On this 17th day of October, 2007, before me,
Debbie K. Matthews
a Notary Public in and for said State, personally appeared Burton N. Willis and Rosalie Willis

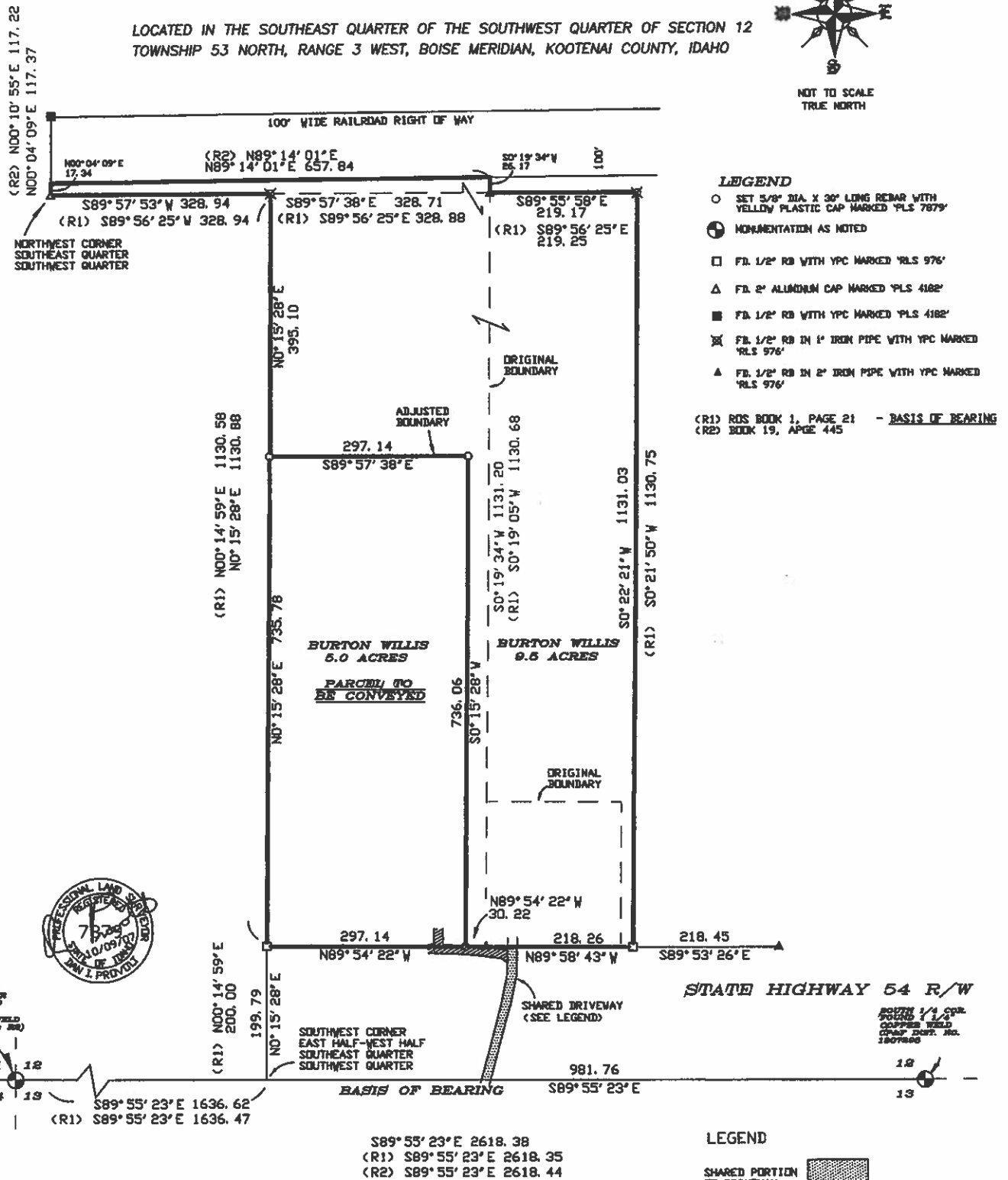
known or identified to me to be the person(s) whose name is are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same.

Debbie K. Matthews
Notary Public in and for County and State
Residing at COA
My commission expires 3/30/11



REF :RECORD OF SURVEY BOOK 25, PAGE 167

LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12
TOWNSHIP 53 NORTH, RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

Office Use Only			
Well ID No.			
Inspected by			
Twp	Rge	Sec	
1/4	1/4	1/4	
Lat:	:	Long:	:

1. WELL TAG NO. D D0054299
DRILLING PERMIT NO. 50162
Water Right or Injection Well No. ENTERED

2. OWNER:

Name Burton Willis
Address P.O. Box 113
City Athol State ID Zip 83801

3. LOCATION OF WELL by legal description:

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

Twp. 53 North ☒ or South ☐
Rge. 03 East ☐ or West ☒
Sec. 12 SW 1/4 SE 1/4 1/4
Gov't Lot _____ County Kootenai 180 acres
Lat: _____ Long: _____
Address of Well Site N. Side 54 Hwy 2 Miles Before
traffic cycle City Athol
(Circle at least name of road - Distance to Road or Landmark)
Lt. _____ Blk. _____ Sub. Name _____

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	20	500 #5	Overbored

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 480' (Ring)
Was drive shoe seal tested? ☐ Y ☒ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
6	12	480	.250	Steel	☒	☐	☒	☐

Length of Headpipe N/A Length of Tailpipe N/A
Packer ☐ Y ☒ N Type N/A

9. PERFORATIONS/SCREENS PACKER TYPE

Perforation Method Air Perforator
Screen Type & Method of Installation _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
480	480	1/4x1	200	6	Steel	☒	☐

10. FILTER PACK

Filter Material	From	To	Weight / Volume	Placement Method
	N/A			N/A

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

410 ft. below ground Artesian pressure _____ lb.
Depth flow encountered _____ ft. Describe access port or control devices: _____

12. WELL TESTS:

☐ Pump ☐ Bailor ☒ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
100 +			4 hours

Water Temp. _____ Bottom hole temp. _____

Water Quality test or comments: _____

13. LITHOLOGIC LOG: (Describe repairs or abandonment) Water

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
10	0	20	SAND and GRAVEL		X
8	20	145	SAND and GRAVEL		X
8	145	151	Boulder		X
8	151	175	SAND and GRAVEL		X
8	175	183	Boulder		X
8	183	410	SAND and GRAVEL		X
8	410	460	SMALL GRAVEL	X	
8	460	480	LARGE GRAVEL	X	

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DEC 05 2007

IDWR/North

Completed Depth 480' (Measurable)Date: Started 11-28-07 Completed 12-4-07

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 Hersley Drilling inc. Firm No. 632Principal Driller C. Mink Hersley Date 12-5-07

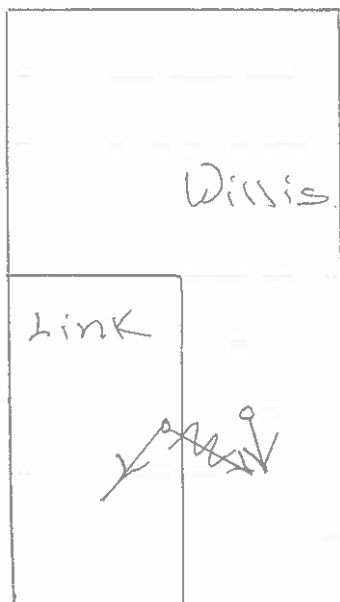
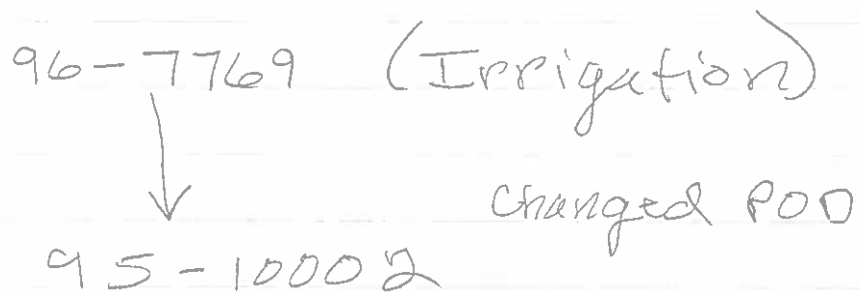
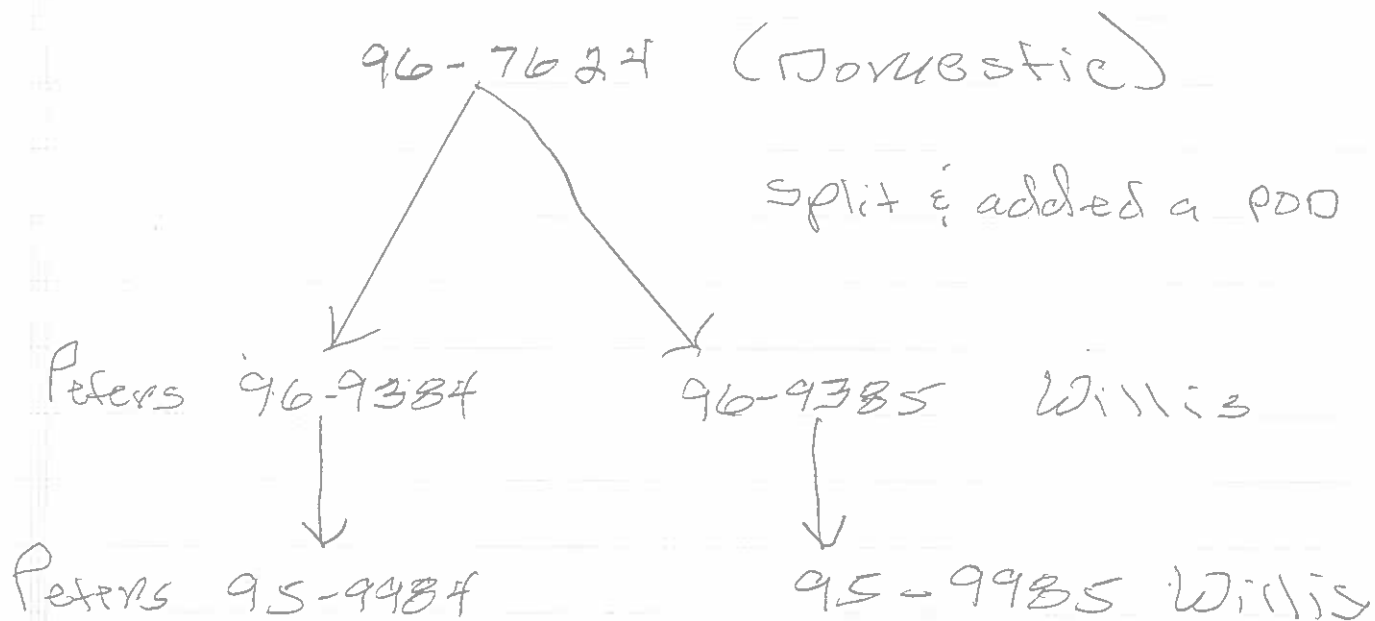
Driller or Operator II _____ Date _____

Operator I _____ Date _____

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

53 N 3W 12

FORWARD WHITE COPY TO WATER RESOURCES



Joint Well Use Agreement and Easement

This instrument is made and effective on the date of the last signature acknowledged below by and between DENNIS LINK and KAREN LINK, husband and wife, PO Box 556, Athol, Idaho 83801 (hereafter "LINK"), and BURTON WILLIS and ROSALIE WILLIS, husband and wife, (hereafter "WILLIS"), 10053 E. Hwy. 54, Athol, Idaho 83801.

Recitals:

- A. WILLIS is the owner of certain real property located in Kootenai County, Idaho and legally described in **Exhibit "A"** attached and incorporated herein (hereafter referred to as the "WILLIS Property");
- B. LINK is the owner of certain real property located adjacent to the WILLIS Property and legally described in **Exhibit "B"** attached and incorporated herein (hereafter referred to as the "LINK Property");
- C. A water well exists on the LINK Property (hereafter referred to as the "Well") with water rights issued by the State of Idaho under Water Right License No. 96-7624 and Water Right License No. 96-7769 attached hereto as **Exhibits "C" and "D"**.
- D. The parties to this Agreement desire to jointly use and share the Well for their respective properties according to the terms and conditions set forth herein until such time as WILLIS drills a new well on the WILLIS Property.

THEREFORE, in consideration of their mutual benefit and the covenants and promises contained herein, the parties now agree as follows:

1. Water Rights. Upon execution of this Agreement, WILLIS and LINK shall execute a **Notice of Change of Water Right Ownership** form to equally divide the existing water rights between the WILLIS Property and LINK Property described herein. The parties shall equally share the filing fee for said form and LINK shall promptly file the form with the Idaho Department of Water Resources.
2. Water Use. LINK and WILLIS shall each be entitled to take and receive water from the Well at a rate of diversion and annual volume not to exceed one-half (1/2) of the amounts allowed under the Water Right Licenses attached as Exhibits "C" and "D". In the event of fire on either Property, the unrestricted full capacity of the Well shall be available. Water from the Well shall only be used on the real property described herein, and the Well shall be exclusively for the use of the owners of said parcels. In the event of any water shortage or other circumstances that require rationing or other limitations on the use of the Well, any necessary restrictions shall be shared equally among the parcels connected to the Well.

3. Well Easement. LINK hereby grants and conveys to WILLIS a temporary easement for the location, protection, maintenance, use and repair of the Well on the LINK Property. Said easement is described as a circular area surrounding the Well with a radius of fifty (50) feet from the center of the well head.
4. Water Line and Utility Easement. LINK hereby grants and conveys to WILLIS a temporary easement over and across the LINK Property for the location, installation, use, maintenance and repair of an existing water pipeline and underground utilities from the Well to the WILLIS Property. Said easement is described as a strip of land ten (10) feet wide centered over the existing water pipeline running in an easterly directly from the Well to the WILLIS Property. The easement area shall be restored to its original condition upon completion of any installation, repair, maintenance or replacement work within the easement area.
5. Water Connection Requirements. Each party shall maintain in good working order the existing eighty (80) pressure tank, and all pipes, valves, fittings and fixtures that convey water from the Well to their individual point of use. The maximum flow rate of water to each parcel shall not exceed eighteen (18) gallons per minute. Each connected parcel shall draw water from the existing underground storage reservoir with a capacity of 1,500 gallons.
6. Connection Costs. Each party shall be responsible for the cost of all permits, services, labor and materials required to convey water from the Well to their respective point of use.
7. Individual Maintenance Expenses. The owner of each parcel receiving water from the Well shall be responsible for all costs of maintenance, repair or replacement of their individual pressure tank, pipes, valves, fittings and fixtures used to convey water to their respective parcel.
8. Shared Operation and Maintenance Expenses. Necessary expenses for the operation, maintenance, repair or replacement of the Well, water pump or other shared elements of the water system shall be equally divided among the owners of the parcels receiving water from the Well.
9. Well Repair Escrow Account. Upon execution of this Agreement, WILLIS and LINK shall each deposit One Thousand Five Hundred Dollars (\$1,500.00) to an interest earning, joint escrow account created by LINK at a local bank, escrow company or other similar institution acceptable to all parties. Said funds shall be held in escrow as a reserve for emergency repairs and critical maintenance to the Well, pump and other shared elements of the water system. Funds may be withdrawn from said account only with the written approval of both parties. Within six (6) months after any funds are withdrawn from the escrow account, each party shall redeposit one-half of the amount withdrawn. In the event WILLIS drills a new well on the WILLIS Property, or sells, transfers or conveys all interest in the WILLIS Property to a third party within two (2) years from the effective date of this Agreement, all monies deposited by WILLIS to the escrow account shall be refunded to WILLIS with one half of the earned interest.

10. Monthly Fees and Charges. WILLIS shall pay a monthly service fee of Twenty Five dollars (\$25.00) to cover the cost of monthly utility services for the pump and routine maintenance of the shared elements of the water system.

11. Dispute Resolution. Any disagreement among the parcel owners regarding repairs, replacement, improvement or any other issue concerning the operation of the water system shall be resolved in favor of a majority vote of the parties receiving water from the Well, with each connected parcel receiving one (1) vote regardless of the number of persons owning each parcel. In the event of a tie vote, either party may request that the dispute be submitted to mediation within a reasonable time not to exceed thirty (30) days after the date of the tie vote. Each party covenants and agrees to participate in the mediation process. The mediator will be chosen by the parties acting in good faith within ten (10) days after giving written notice of the election to mediate by one party to the other party. The mediator shall be selected from a list of court approved mediators maintained by the First Judicial District of Kootenai County, Idaho. In the event the parties cannot agree on the mediator, the Administrative Judge of the First Judicial District of Kootenai County shall appoint the mediator. The parties agree to share all mediation costs equally. In the event the parties can not resolve the matter through mediation, then the matter will be resolved by compulsory and binding arbitration under the procedures of the Idaho Uniform Arbitration Act, Title 7, Chapter 9, Idaho Code. All arbitration costs shall be shared equally by the parties.

12. Lien Rights. Any party who, after thirty (30) days written notice signed by any other connected parcel owner, fails to pay any shared expense or charge due and owing under this Agreement, consents to the recording of a lien against that party's parcel for the amount charged plus interest at 12% per annum. Any such lien recorded may be foreclosed in the manner of a mortgage lien under Idaho law.

13. Personal Agreement. This Agreement, and the water licenses, easements and water use rights granted herein, are personal between the parties and are not intended to run with the WILLIS Property except as stated below:

13.1 In the event WILLIS successfully drills a new well on the WILLIS Property that produces at least ten (10) gallons per minute, the Water Right License assigned to WILLIS under paragraph 1 above shall be transferred to the new well and shall run with the WILLIS Property thereafter. Upon successful development of a new well on the WILLIS Property, WILLIS shall disconnect from the Well on the LINK Property and all water use, easement rights, payment obligations and other terms of this Agreement with respect to the Well on the LINK Property shall automatically terminate, and neither party shall have any further rights or obligations to the other under this Agreement.

13.2. In the event WILLIS sells, leases or conveys any possessory interest in the WILLIS Property to a third party prior to successful development of a new well on the WILLIS Property, then all water use, easement rights, payment obligations and other terms of this Agreement with respect to the Well on the LINK Property shall automatically terminate and the Water Right License assigned to WILLIS under paragraph 1 shall be transferred back to LINK.

13.3. In the event a new well on the WILLIS Property has not been successfully developed prior to the death of the survivor between Mr. and Mrs. WILLIS, then all water use, easement rights, payment obligations and other terms of this Agreement with respect to the Well on the LINK Property shall automatically terminate and the Water Right License assigned to WILLIS under paragraph 1 shall be transferred back to LINK by the personal representative of the WILLIS estate.

13.4. In the event LINK conveys ownership of the LINK Property prior to the termination of this Agreement as specified above, the obligations of LINK under this Agreement shall run with the LINK Property and be binding upon their successor's and assigns.

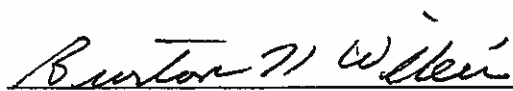
14. Default or Breach. In the case of material breach or default by any parcel owner regarding the terms, conditions and requirements of this Agreement, and upon failure of the defaulting party to remedy said default or breach within thirty (30) days after the mailing of written notice by certified mail, postage prepaid to the defaulting party, any other non-defaulting party shall have the right to pursue any legal remedies allowed under Idaho law to enforce this Agreement. Failure to act as to any one breach or default shall not be considered a waiver of any rights for a subsequent action by the defaulting or breaching party.

15. Construction and Interpretation. The law of the State of Idaho shall apply to this Agreement and the proper venue for any action shall be in Kootenai County, Idaho. This document shall be interpreted in accordance with the fair and simple meaning of the words and not strictly interpreted against any party.

16. Attorney's Fees. In the case of any legal action or arbitration commenced hereunder, the prevailing party shall be awarded attorney's fees and costs, whether in district or appellate court.

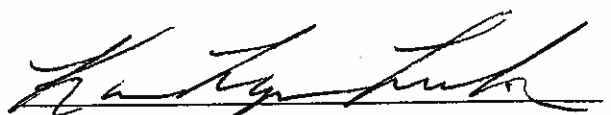
17. Modification and Amendment. Any and all alterations or amendments to this Agreement must be in writing and signed by the titled owners of the Subject Property.

In witness of their mutual understanding and consent, the parties have signed this Agreement on the dates acknowledged below.


Burton N. Willis


Rosalie A. Willis


Dennis P. Link


Karen Lynn Link

STATE OF IDAHO)
County of Kootenai)

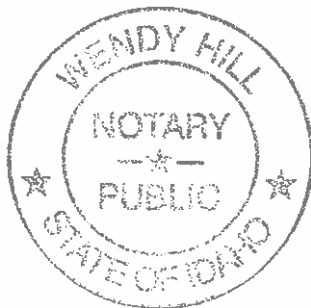
On this 17th day of October 2007, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared BURTON N. WILLIS and ROSALIE A. WILLIS, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. WITNESS my signature and official seal.



Wendy Hill
Notary for the State of Idaho
Commission Expires: 4/28/2010
Resides at: Coeur d'Alene

STATE OF IDAHO)
County of Kootenai)

On this 17th day of October 2007, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared DENNIS P. LINK and KAREN LYNN LINK, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. WITNESS my signature and official seal.



Wendy Hill
Notary for the State of Idaho
Commission Expires: 4/28/2010
Resides at: Coeur d'Alene

Exhibit "A"
Joint Well Use Agreement and Easement

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 53 NORTH, RANGE 03 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;

THENCE SOUTH 89 DEGREES 55' 23" EAST ALONG THE SOUTH LINE OF SECTION 12 A DISTANCE OF 1636.62 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF-WEST HALF-SOUTHEAST QUARTER-SOUTHWEST QUARTER OF SECTION 12;

THENCE NORTH 00 DEGREES 15' 28" EAST ALONG THE WEST LINE OF SAID EAST 1/2-WEST 1/2-SE1/4-SW1/4 A DISTANCE OF 199.79 FEET (RECORD = 200 FEET);

THENCE CONTINUING NORTH 00 DEGREES 15' 28" EAST A DISTANCE OF 735.78 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 15' 28" EAST A DISTANCE OF 395.10 FEET TO THE NORTHWEST CORNER OF THE E1/2-W1/2-SE1/4-SW1/4

THENCE SOUTH 89 DEGREES 57' 53" WEST A DISTANCE OF 328.94 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER-SOUTHWEST QUARTER OF SECTION 12;

THENCE NORTH 00 DEGREES 04' 09" EAST A DISTANCE OF 17.34 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY OF THE OLD RAILROAD PROPERTY;

THENCE NORTH 89 DEGREES 14' 01" EAST ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 657.84 FEET;

THENCE SOUTH 00 DEGREES 19' 34" WEST A DISTANCE OF 26.17 FEET TO THE NORTHWEST CORNER OF THE W1/3-E1/2-SE1/4-SW1/4 OF SECTION 12;

THENCE SOUTH 89 DEGREES 55' 58" EAST ALONG THE NORTH LINE OF SAID W1/3-E1/2-SE1/4-SW1/4 A DISTANCE OF 219.17 FEET TO THE NORTHEAST CORNER OF THE W1/3-E1/2-SE1/4-SW1/4;

THENCE SOUTH 00 DEGREES 22' 21" WEST A DISTANCE OF 1131.03 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF HWY 54;

THENCE NORTH 89 DEGREES 58' 43" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 218.26 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 89 DEGREES 54' 22"
WEST A DISTANCE OF 30.22 FEET;

THENCE NORTH 00 DEGREES 15' 28" EAST A DISTANCE OF 736.06 FEET;

THENCE NORTH 89 DEGREES 57' 38" WEST A DISTANCE OF 297.14 FEET TO THE
TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 9.5 ACRES.

Exhibit "B"
Joint Well Use Agreement and Easement

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 53 NORTH, RANGE 03 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;

THENCE SOUTH 89 DEGREES 55' 23" EAST ALONG THE SOUTH LINE OF SECTION 12 A DISTANCE OF 1636.62 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF-WEST HALF-SOUTHEAST QUARTER-SOUTHWEST QUARTER OF SECTION 12;

THENCE NORTH 00 DEGREES 15' 28" EAST ALONG THE WEST LINE OF SAID EAST 1/2-WEST 1/2-SE1/4-SW1/4, A DISTANCE OF 199.79 FEET (RECORD = 200 FEET) TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 15' 28" EAST A DISTANCE OF 735.78 FEET;

THENCE SOUTH 89 DEGREES 57' 38" EAST A DISTANCE OF 297.14 FEET;

THENCE SOUTH 00 DEGREES 15' 28" WEST A DISTANCE OF 736.06 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF HWY 54;

THENCE NORTH 89 DEGREES 54' 22" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 297.14 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5.0 ACRES.

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 96-7624 Priority January 23, 1978 Amount 0.08 cfs

THIS IS TO CERTIFY, that HOWARD PETERS

of Athol, Idaho, has complied with the terms and conditions of Permit No. 96-7624 issued pursuant to Application for Permit dated January 23, 1978 and has submitted proof to the Department of Water Resources on March 27, 1979 that he has applied water to a beneficial use; an examination by the Department indicates that the works have a capacity for the diversion of 0.08 cfs of water from a groundwater source tributary to _____, and that the permit holder has applied to a beneficial use and established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Domestic</u>	from <u>January 1</u> to <u>December 31</u>	at <u>0.08</u> cfs and	<u>2.4</u> acre feet
	from _____ to _____	at _____ cfs and	
	from _____ to _____	at _____ cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 0.08 cfs of water be diverted at any one time, and that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed 2.4 acre feet per year, said waters to be diverted within the SE 1/4 SW 1/4, Sec. 12, Twp. 53N, Rge. 3W, B.M. in the County of Kootenai

Description and location of place of use:

Twp.	Range	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
53N	3W	12												X					

Total number of acres irrigated _____

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 31 day of December, 19 79.

Director

EXHIBIT

C

BECK & POORMAN, LLC

A Professional Legal Service Company

Post Office Box 1390 ♦ 8884 N. Government Way, Suite D ♦ Hayden, Idaho 83835

Lawrence R. Beck, Attorney
Scott L. Poorman, Attorney

Cheryl Backes, Legal Assistant
Nancy James, Legal Assistant

November 19, 2007

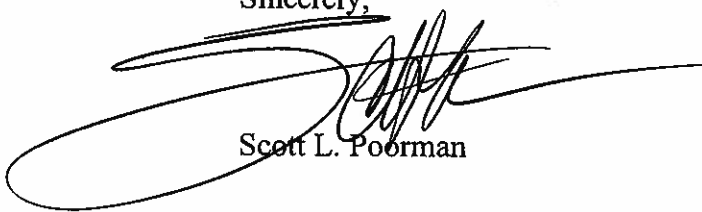
Dennis and Karen Link
PO Box 556
Athol, ID 83801

Re: Change in Water Right Ownership

Dear Dennis and Karen:

Enclosed is the form to split the Willis water rights. Each of you need to sign on the second page, and attach a signed copy of the Joint Well Use Agreement and Easement. This form must be filed with the Idaho Department of Water Resources office at 7600 Mineral Drive, Suite 100, Coeur d'Alene. If you have any questions about this form, contact Keith Franklin at 762-2800.

Sincerely,



Scott L. Poorman

Enc.

State of Idaho
Department of Water Resources

RECEIVED
DEC 5 1984
Department of Water Resources
Northern District Office

WATER RIGHT LICENSE

License of Water Right No. 96-7769 Priority April 10, 1979 Amount 0.02 cfs

THIS IS TO CERTIFY, that Howard Peters &/or Rosalie &/or Burton Willis
of Athol, Idaho, has complied with the terms and conditions of Permit
No. 96-7769 issued pursuant to Application for Permit dated April 10, 1979
and has submitted proof to the Department of Water Resources on April 3, 1984
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 0.08 cfs of water from a groundwater source
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	<u>from March 15 to November 15</u>	<u>at 0.02 cfs and</u>	<u>3.5 acre feet</u>
_____	from _____ to _____	at _____ cfs and	_____
_____	from _____ to _____	at _____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 0.02 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
3.5 acre feet per year, said waters to be diverted within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 12,
Twp 53N, Rge 3W in the County of Kootenai

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
53N	3W	12												1					1

Total number of acres irrigated 1

This right when combined with Right No. 96-7624 shall not exceed 0.08 cfs.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, and is subject to all prior water rights, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 27TH day of
November, 19 84.

Acting for the Director

Norm C Young

EXHIBIT

D



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 762-2800 • Fax: (208) 762-2819 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

May 26, 2009

Burton and Rosalie Willis
PO Box 113
Athol, ID 83801

Re: Adjudication For Domestic Claim For Water Right 95-9985

Dear Burton and Rosalie:

As we have previously discussed, enclosed is another adjudication claim form for water right 95-9985, that your dad originally had for domestic water which served two homes. Remember, this water right was split into two parts when you sold a portion of your property to the Links. Filing a claim on your portion of this water right is beneficial because it will give you a priority date of January 23, 1978. The other adjudication claim you filed on water right 95-10002 only carried with it a priority date of April 3, 1984.

If the claim form is satisfactory, please sign and date the document and return it to our office along with a filing fee of \$25.00. Checks can be made out to IDWR. If you have any questions, don't hesitate to contact me at this office.

Thank you.

Sincerely,

Keith E. Franklin
Senior Water Resources Agent
Enclosure(s)

COPY



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

DAVID R. TUTHILL, JR
Director

*Please Fax or e-mail proof/preview copy to me before this goes to press.
Fax (208) 762-2819 ~ e-mail dianne.ball@idwr.idaho.gov
Thanks, Dianne*

July 16, 2009

KATTIE HOY
LEGAL NOTICE DEPARTMENT
COEUR D ALENE PRESS
201 N 2ND
COEUR D ALENE, ID 83814

RE: Transfer No. 75580 ~
Water Right No(s). 95-10002

Dear Kattie:

Please publish the enclosed legal notice on the dates indicated, August 6 and 13, 2009, (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 8/24/09. Your cooperation is as always, greatly appreciated.

Sincerely,

Dianne

Dianne Ball
Administrative Assistant

Enclosure(s)

Ball, Dianne

From: Ball, Dianne
Sent: Thursday, July 16, 2009 4:50 PM
To: Legal Notices-CdA Press; Legal Notices-CdAPress - Kattie Hoy
Subject: Legal notice for publication on August 6 and 13, 2009 - Transfer 75580 - WR 95-10002

Attachments: CoverLetter 07-16-09 CDA e-mail Trans 75580 WR 95-10002.doc; LegalNotice 07-15-09 CdA e-mail 75580 Willis Transfer FINAL.doc

Good afternoon, Kattie,

Attached is our cover letter requesting publication of a legal notice on **August 6 and 13, 2009**. The legal notice is also attached. [Trying to get a little jump on a few things.] :-)

If you have any questions, please call me or reply to this e-mail.

Thanks for all your wonderful help.



CoverLetter
7-16-09 CDA e-mai.



LegalNotice
7-15-09 CdA e-mai..

Dianne Ball

Administrative Assistant
Idaho Department of Water Resources
7600 N Mineral Dr., Ste. 100
Coeur d'Alene, ID 83815
208-762-2800 Fax 208-762-2819



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 762-2800 • Fax: (208) 762-2819 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

July 16, 2009

BURTON N WILLIS
ROSALIE WILLIS
PO BOX 113
ATHOL, ID 83801

RE: Transfer No. 75580
Water Right No(s). 95-10002

Dear Applicant(s):

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

A legal notice of the application has been prepared and is scheduled for publication in the COEUR D ALENE PRESS on 8/6/2009 and 8/13/2009. 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 approval document.

Please contact this office if you have any questions.

Sincerely,

Keith E Franklin
Senior Water Resource Agent



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

April 15, 2009

COPY

Burton or Rosalie Willis
PO Box 113
Athol, ID 83801

Re: Application For Transfer of a Portion of Water Right 95-10002

Dear Burton and Rosalie:

Enclosed is an application to add a point of diversion and split equally water right 95-10002, as we have previously discussed. Please review the application and if it meets with your approval sign and return it to me, along with a filing fee of \$100.00, at your earliest convenience.

When you return the application, would you also send me a signed copy of the deed, selling a portion of the land to the Links. I have an unsigned copy, but we need one that's signed.

If you have any questions, don't hesitate to give me a call.

Thank you.

Sincerely,

Keith E. Franklin
Senior Water Resources Agent
Enclosure(s)

State of Idaho

Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 96-7624 Priority January 23, 1978 Amount 0.08 cfsTHIS IS TO CERTIFY, that HOWARD PETERS

of Athol, Idaho, has complied with the terms and conditions of Permit No. 96-7624 issued pursuant to Application for Permit dated January 23, 1978 and has submitted proof to the Department of Water Resources on March 27, 1979 that he has applied water to a beneficial use; an examination by the Department indicates that the works have a capacity for the diversion of 0.08 cfs of water from a groundwater source tributary to _____, and that the permit holder has applied to a beneficial use and established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Domestic</u>	from <u>January 1</u> to <u>December 31</u>	at <u>0.08</u> cfs and	<u>2.4</u> acre feet
_____	from _____ to _____	at _____ cfs and	_____
_____	from _____ to _____	at _____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 0.08 cfs of water be diverted at any one time, and that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed 2.4 acre feet per year, said waters to be diverted within the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 12, Twp. 53N, Rge. 3W, B. M. in the County of Kootenai

Description and location of place of use:

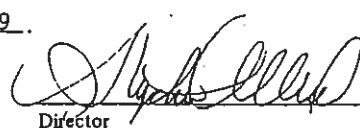
Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$, P.				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
53N	3W	12												X					

Total number of acres irrigated _____

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 31 day of December, 19 79.


 Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 74669

This is to certify that: BURTON WILLIS And/Or
 ROSALIE WILLIS
 PO BOX 113
 ATHOL ID 83801
 (208)683-2672

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Change

Right	Origin/Basis	Priority	Rate	Volume	Acre Limit	Total Acres	Source
96-7624	WR/License	01/23/1978	0.08 cfs	2.4 af	N/A	N/A	GROUND WATER
96-7769	WR/License	04/10/1979	0.02 cfs	3.5 af	N/A	1.0	GROUND WATER

Purpose of Transfer (Changes Proposed)

Current Number	Split	POD	POU	Add POD	Period of Use	Nature of Use
96-7624	YES	NO	NO	YES	NO	NO
96-7769	NO	YES	NO	NO	NO	NO

Summary of Water Rights After the Approved Change

Existing Right	New No. (changed portion)	Transfer Rate	Transfer Volume	Acre Limit	Total Acres	New No. (remaining portion)	Remaining Rate	Remaining Volume	Remaining Acre Limit	Remaining Total Acres
96-7624	96-9385	0.04 cfs	1.2 af	N/A	N/A	96-9384	0.04 cfs	1.2 af	N/A	N/A
96-7769	96-7769	0.02 cfs	3.5 af	N/A	1.0		N/A	N/A	N/A	N/A
COMBINED										
TOTALS		0.04 cfs	4.7 af	N/A	1		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 18th day of November, 2008

Robert D. Haynes
 Chief, Water Allocation Bureau

WATER RIGHT NO. 96-9384
As Modified by Transfer No. 74669

In accordance with the approval of Transfer No. 74669, Water Right No. 96-9384 is now described as follows.

Right Holder: HOWARD M PETERS
PO BOX 217
ATHOL ID 83801

Priority Date: January 23, 1978

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	01/01	to 12/31	0.04 CFS	1.2 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SESW Sec. 12 Twp 53N Rge 03W KOOTENAI County

PLACE OF USE: DOMESTIC

Twp Rge Sec	NE				NW				SW				SE				
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
53N 03W 12												X					

1. Domestic use is for 1 home.
2. Approval of this transfer does not confirm the validity of this water right.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 18th day of November, 2008

Robert S. Haynes /s/
Chief, Water Allocation Bureau

WATER RIGHT NO. 96-9385
As Modified by Transfer No. 74669

In accordance with the approval of Transfer No. 74669, Water Right No. 96-9385 is now described as follows.

Right Holder: BURTON WILLIS And/Or
 ROSALIE WILLIS
 PO BOX 113
 ATHOL ID 83801
 (208)683-2672

Priority Date: January 23, 1978

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	01/01	to 12/31	0.04 CFS	1.2 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SESW Sec. 12 Twp 53N Rge 03W KOOTENAI County

PLACE OF USE: DOMESTIC

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
53N 03W 12												X					

CONDITIONS OF APPROVAL

1. This right authorizes the diversion of ground water within the Rathdrum Prairie Ground Water Management Area (RPGWMA). Use of water under this right shall be subject to the provisions of the management plan approved by the director for the RPGWMA.
2. When notified by the Department, the right holder shall record the quantity of water diverted and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code, and/or the management plan for the Rathdrum Prairie Ground Water Management Area.
3. The irrigation occurring under this domestic use shall not exceed 1/2 acre.
4. Domestic use is for 1 home.
5. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
6. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 13th day of November, 2008

Robert D. Haynes
 Chief, Water Allocation Bureau

WATER RIGHT NO. 96-7769
As Modified by Transfer No. 74669

In accordance with the approval of Transfer No. 74669, Water Right No. 96-7769 is now described as follows.

Right Holder: BURTON WILLIS And/Or
 ROSALIE WILLIS
 PO BOX 113
 ATHOL ID 83801
 (208)683-2672

Priority Date: April 10, 1979

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.02 CFS	3.5 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SESW Sec. 12 Twp 53N Rge 03W KOOTENAI County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
53N 03W 12												1.0					1.0

Total Acres: 1

CONDITIONS OF APPROVAL

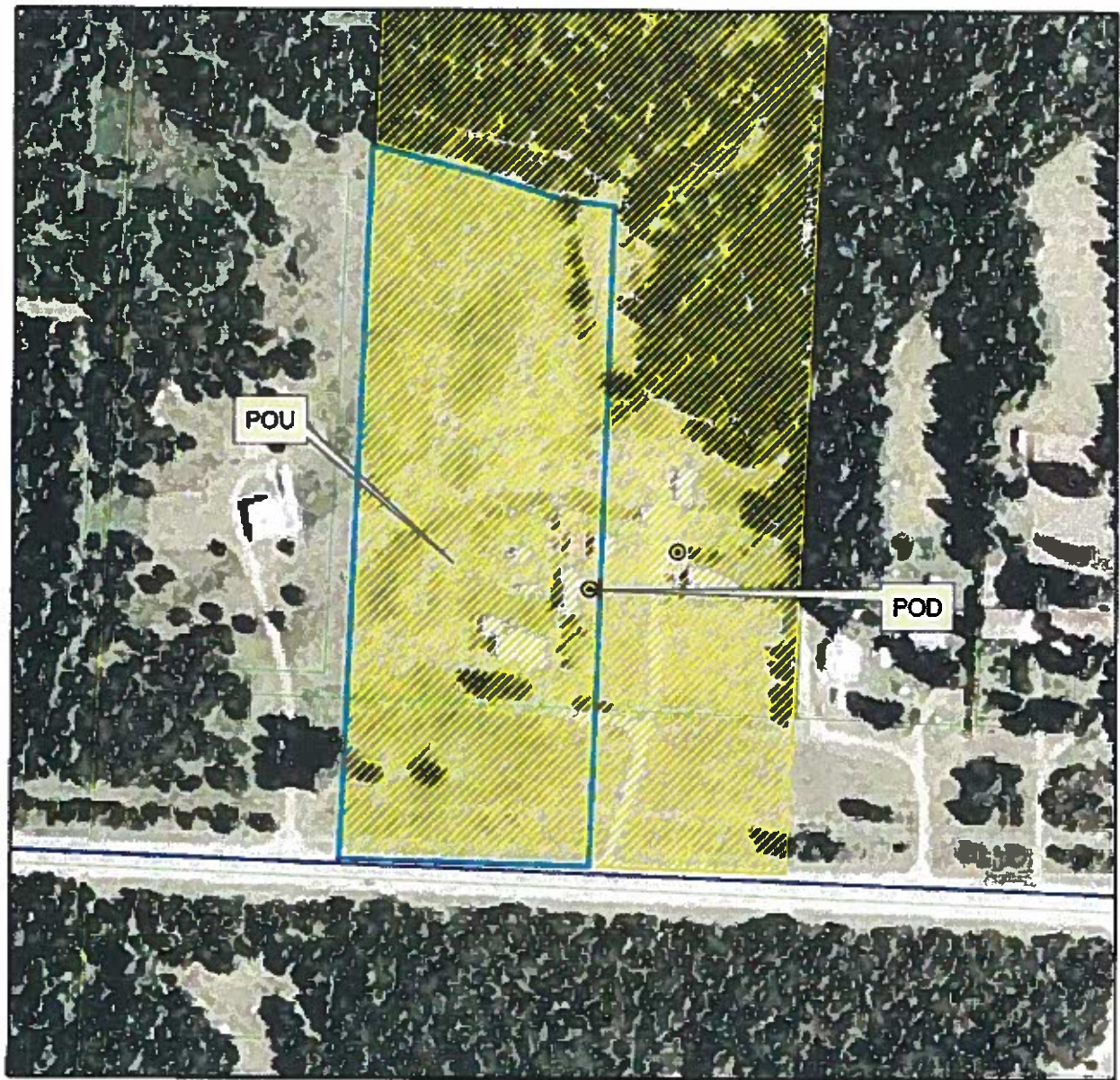
1. This right when combined with right 96-9385 shall not exceed a total diversion rate of 0.04 cfs.
2. This right authorizes the diversion of ground water within the Rathdrum Prairie Ground Water Management Area (RPGWMA). Use of water under this right shall be subject to the provisions of the management plan approved by the director for the RPGWMA.
3. When notified by the Department, the right holder shall record the quantity of water diverted and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code, and/or the management plan for the Rathdrum Prairie Ground Water Management Area.
4. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
5. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 18th day of November, 2008

Robert J. Haynes
 Chief, Water Allocation Bureau

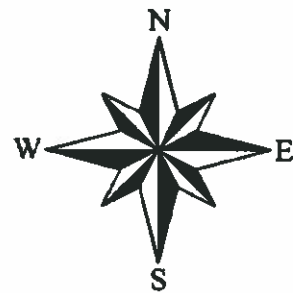
96-9384



0 85 170 340 510 680 Feet

Legend

- ⊙ Transfer Right POD
- QQ
-  Taxlots
-  Transfer Right POU



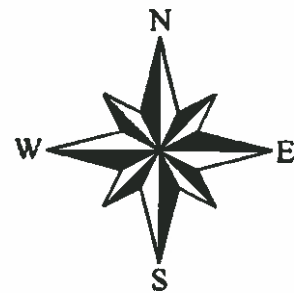
96-9385



0 135 270 540 810 1,080 Feet

Legend

- ⊙ Transfer Right POD
- QQ
- Taxlots
- Transfer Right POU



96-7769



0 65 130 260 390 520 Feet

Legend

- ⊙ Transfer Right POD
- QQ
- Taxlots
-  Transfer Right POU

