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DEPT. OF WATER RESOURCES
SOUTHERN REGION

To: State of Idaho Department of Water
Resources

From: E. Wayne & Julia Hughes

Fax: 208-736-3037

Fax: 509-695-6995

Phone: 208-736-3033

Phone: 713-826-6666

Date: 12/15/2006

Subject: Application No. 71-10897 Request for Additional Informat

Comments:

Total – 8 pages including cover page

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DEC 15 2006
DEPT. OF WATER RESOURCES
SOUTHERN REGION

***E. Wayne & Julia Hughes
11681 Leonidas Horton Rd.
Conroe, TX 77304
Phone (713) 826-6666***

15 December 2006

State of Idaho
Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380

Subject: Request for Additional Information

Reference: Application No. 71-10897 to Appropriate Water in the Salmon River Drainage

Dear Sirs & Madams,

The subject application refers to an existing well that supplies a house that we recently purchased. The well was drilled in 1987 under IDWR permit 785578. We have no plans to change or upgrade the existing well. Our response to the request for information concerning the Water Appropriation Rules 40.05.c through 50.05.g follow:

c. Information relative to the effect on existing water rights

This application has no effect on the existing water rights of any of the other users in the area since the well has been in continuous use since 1987 for the same purposes for which we intend to use it. I have attached a map showing other wells within a half mile radius of the well under discussion.

d. Information relative to sufficiency of water supply

Volume usage was submitted with the original application. Again, this well has been in use since 1987 and no planned change to its use is anticipated. I have attached the original well driller's report that was filed with IDWR as an attachment to this letter.

e. Information relative to good faith, delay, etc.

A quitclaim deed transferring the ownership of the property and the dwelling on which the well is located was submitted with the original application.

f. Information relative to financial resources

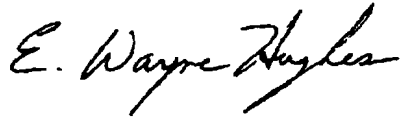
Since there is no project planned to drill a well, we do not believe that this applies. However, we have attached a copy of the loan document from Wells Fargo that we received when we closed on the house.

g. Information relative to conflict with the local public interest

Since the well was drilled in 1987 and has been in use since that time for the same purposes for which we intend to use it and since no construction is anticipated, and since there is no 'point of diversion' we do not believe that this requirement is applicable.

Should you require additional information on any of the above, please contact the undersigned.
Thank you for your consideration in this matter.

Regards,

A handwritten signature in cursive script that reads "E. Wayne Hughes". The signature is written in dark ink and is positioned below the word "Regards,".

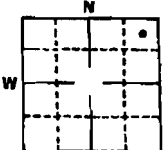
E. Wayne Hughes

Form 238-7
9/82STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESUSE TYPEWRITER OR
BALLPOINT PEN

WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well.

JUN 22 1987

1. WELL OWNER Name <u>WIN LAUDER</u> Address <u>STANLEY</u> Owner's Permit No. _____		7. WATER LEVEL Static water level <u>160</u> feet below land surface. Flowing? ☐ Yes ☒ No G.P.M. flow _____ Artesian closed-in pressure _____ p.s.i. Controlled by: ☐ Valve ☐ Cap ☐ Plug Temperature _____ OF. Quality _____ Describe artesian or temperature zones below.																																																																							
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)		8. WELL TEST DATA ☐ Pump ☐ Bailor ☒ Air ☐ Other _____																																																																							
3. PROPOSED USE ☒ Domestic ☐ Irrigation ☐ Test ☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection ☐ Other _____ (specify type)		<table border="1"> <thead> <tr> <th>Discharge G.P.M.</th> <th>Pumping Level</th> <th>Hours Pumped</th> </tr> </thead> <tbody> <tr> <td><u>12</u></td> <td></td> <td><u>2</u></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Discharge G.P.M.	Pumping Level	Hours Pumped	<u>12</u>		<u>2</u>																																																																
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4. METHOD DRILLED ☒ Rotary ☒ Air ☐ Hydraulic ☐ Reverse rotary ☐ Cable ☐ Dug ☐ Other _____		9. LITHOLOGIC LOG <table border="1"> <thead> <tr> <th rowspan="2">Bore Diam.</th> <th colspan="2">Depth</th> <th rowspan="2">Material</th> <th colspan="2">Water</th> </tr> <tr> <th>From</th> <th>To</th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td><u>8</u></td> <td><u>0</u></td> <td><u>3</u></td> <td><u>Soil</u></td> <td></td> <td></td> </tr> <tr> <td><u>8</u></td> <td><u>3</u></td> <td><u>14</u></td> <td><u>CLAY & GRAVEL + Boulders</u></td> <td></td> <td></td> </tr> <tr> <td><u>8</u></td> <td><u>14</u></td> <td><u>22</u></td> <td><u>SAND GRAVEL + Boulders</u></td> <td></td> <td></td> </tr> <tr> <td><u>8</u></td> <td><u>22</u></td> <td><u>34</u></td> <td><u>CLAY + GRAVEL</u></td> <td></td> <td></td> </tr> <tr> <td><u>1</u></td> <td><u>34</u></td> <td><u>37</u></td> <td><u>CLAY</u></td> <td></td> <td></td> </tr> <tr> <td><u>1</u></td> <td><u>37</u></td> <td><u>45</u></td> <td><u>CLAY + SAND</u></td> <td></td> <td></td> </tr> <tr> <td><u>1</u></td> <td><u>45</u></td> <td><u>47</u></td> <td><u>SAND</u></td> <td></td> <td></td> </tr> <tr> <td><u>1</u></td> <td><u>47</u></td> <td><u>116</u></td> <td><u>CLAY + SAND</u></td> <td></td> <td></td> </tr> <tr> <td><u>6</u></td> <td><u>116</u></td> <td><u>328</u></td> <td><u>GRAVEL + SAND with CLAY</u></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td><u>Scam</u></td> <td></td> <td></td> </tr> </tbody> </table>		Bore Diam.	Depth		Material	Water		From	To	Yes	No	<u>8</u>	<u>0</u>	<u>3</u>	<u>Soil</u>			<u>8</u>	<u>3</u>	<u>14</u>	<u>CLAY & GRAVEL + Boulders</u>			<u>8</u>	<u>14</u>	<u>22</u>	<u>SAND GRAVEL + Boulders</u>			<u>8</u>	<u>22</u>	<u>34</u>	<u>CLAY + GRAVEL</u>			<u>1</u>	<u>34</u>	<u>37</u>	<u>CLAY</u>			<u>1</u>	<u>37</u>	<u>45</u>	<u>CLAY + SAND</u>			<u>1</u>	<u>45</u>	<u>47</u>	<u>SAND</u>			<u>1</u>	<u>47</u>	<u>116</u>	<u>CLAY + SAND</u>			<u>6</u>	<u>116</u>	<u>328</u>	<u>GRAVEL + SAND with CLAY</u>						<u>Scam</u>		
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5. WELL CONSTRUCTION Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____ <table border="1"> <thead> <tr> <th>Thickness</th> <th>Diameter</th> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td><u>250</u> inches</td> <td><u>8</u> inches</td> <td><u>0</u> feet</td> <td><u>1195</u> feet</td> </tr> <tr> <td><u>250</u> inches</td> <td><u>6 3/4</u> inches</td> <td><u>1</u> feet</td> <td><u>322</u> feet</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> Was casing drive shoe used? ☒ Yes ☐ No Was a pecker or seal used? ☐ Yes ☒ No Perforated? ☒ Yes ☐ No How perforated? ☒ Factory ☐ Knife ☐ Torch Size of perforation <u>1/8</u> inches by <u>3</u> inches <table border="1"> <thead> <tr> <th>Number</th> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td><u>180</u> perforations</td> <td><u>250</u> feet</td> <td><u>170</u> feet</td> </tr> <tr> <td><u>180</u> perforations</td> <td><u>290</u> feet</td> <td><u>310</u> feet</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> Well screen installed? ☐ Yes ☒ No Manufacturer's name _____ Type _____ Model No. _____ Diameter _____ Slot size _____ Set from _____ feet to _____ feet Diameter _____ Slot size _____ Set from _____ feet to _____ feet Gravel packed? ☐ Yes ☒ No ☐ Size of gravel _____ Placed from _____ feet to _____ feet Surface seal depth <u>120</u> Material used in seal: ☐ Cement grout ☒ Bentonite ☐ Puddling clay ☐ _____ Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing ☐ Overbore to seal depth Method of joining casing: ☐ Threaded ☒ Welded ☐ Solvent ☐ Weld ☐ Cemented between strata Describe access port _____		Thickness	Diameter	From	To	<u>250</u> inches	<u>8</u> inches	<u>0</u> feet	<u>1195</u> feet	<u>250</u> inches	<u>6 3/4</u> inches	<u>1</u> feet	<u>322</u> feet									Number	From	To	<u>180</u> perforations	<u>250</u> feet	<u>170</u> feet	<u>180</u> perforations	<u>290</u> feet	<u>310</u> feet				RECEIVED JUN 29 1987 Department of Water Resources RECEIVED JUN 23 1987 Department of Water Resources Western Regional Office 051295																																							
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6. LOCATION OF WELL Sketch map location must agree with _____  Subdivision Name _____ Lot No. _____ Block No. _____ County <u>Custer</u> <u>NE 1/4 NE 1/4 Sec. 9, T. 8 N., R. 14 E.</u>		10. Work started <u>5-7-87</u> finished <u>5-13-87</u> 11. DRILLERS CERTIFICATION I/We certify that all minimum well construction standards were complied with at the time the rig was removed. Firm Name <u>H. H. Heston Drilling</u> Firm No. <u>35</u> Address <u>MT Home</u> Date <u>5-30-87</u> Signed by (Firm Official) <u>[Signature]</u> and (Operator) <u>[Signature]</u>																																																																							

Permit #
785578

NOTE

SEPTEMBER 22, 2005

[Date]

KETCHUM

[City]

IDAHO

[State]

1350 SHAW MESA DRIVE, STANLEY, ID 83278

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ [REDACTED] (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WELLS FARGO BANK, N.A.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.750 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on NOVEMBER 01, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 01, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at WELLS FARGO HOME MORTGAGE, P.O. BOX 10304, DES MOINES, IA 503060304 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ * [REDACTED]

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

0059210864

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP -5N (0005)

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7297

Page 1 of 3

Initials

J.M.H.

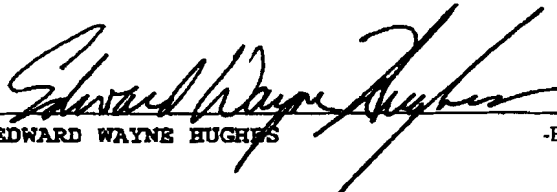
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)
EDWARD WAYNE HUGHES -Borrower

 (Seal)
JULIE MARIE HUGHES -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

[Sign Original Only]