

R3W

T
53
N

NORTHERN

2380

BM 2382

2381

BM

2392

INTERNATIONAL

28

Place
of Use

P R A I R I E

BM

2374

2354

2335

2344

BUNCO

Point of
Diversion
Well No. 1

Point of
Diversion
Well No. 2

MICROFILMED
DEC 03 2003

POKANE

33

R3W

T
53
N

NORTHERN

2380

BM 2382

2381

BM

2392

INTERNATIONAL

28

Place
of Use

P R A I R I E

BM

2374

2354

2335

2344

BUNCO

Point of
Diversion
Well No. 1

MICROFILMED
DEC 03 2003

Point of
Diversion
Well No. 2

POKANE

33

3	2	1
10	11	12
15	14	13
22	23	24
27	26	25
34	35	36

SECTION NUMBER SYSTEM
IN STANDARD TOWNSHIP

NW 1/4 NE 1/4

NE 1/4 NE 1/4

SW 1/4 NE 1/4

SE 1/4 NE 1/4

36

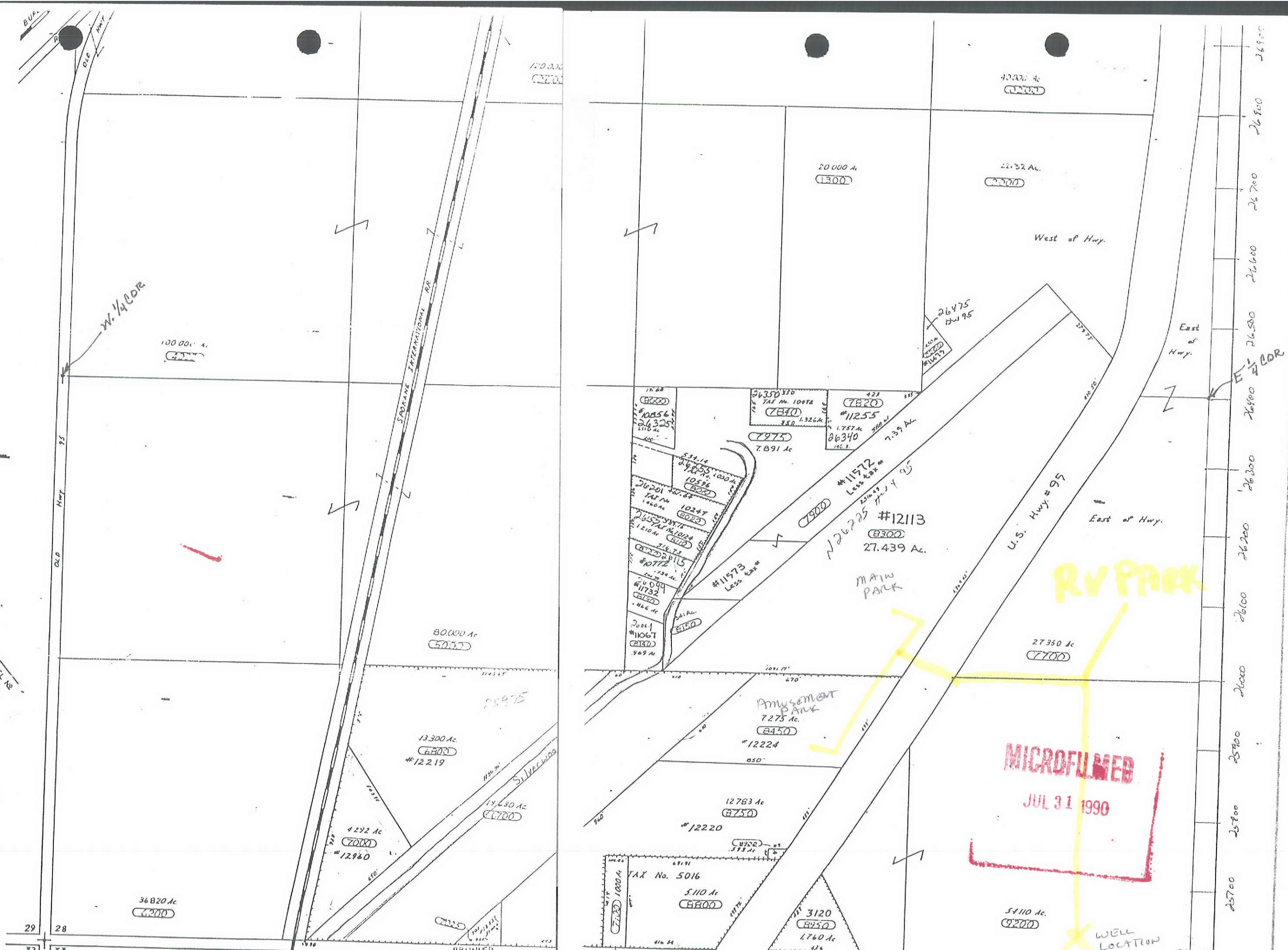
40 AC

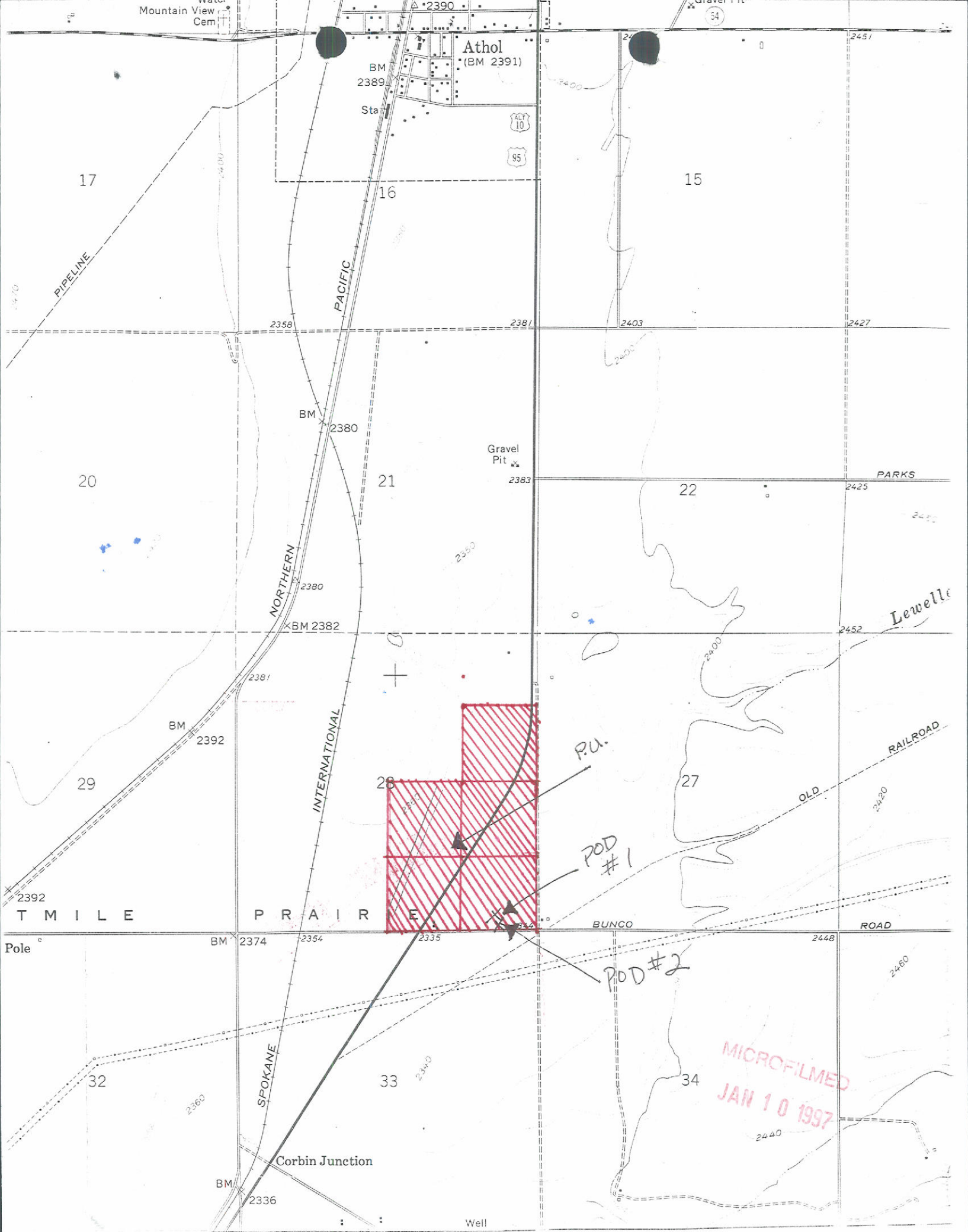
16 C AC

SE

LE AND NUMBER SYSTEM
CARD SECTION

OWNERSHIP PARCEL NO. (LAST THREE DIGITS)	BLOCK NO. (10th & 11th DIGITS)	SUBDIVISION NO. (8th & 9th DIGITS)	SECTION NO. (6th & 7th DIGITS)	QUARTER (5th DIGIT)	TOWNSHIP (3rd & 4th DIGITS)	RANGE (1st & 2nd DIGITS)
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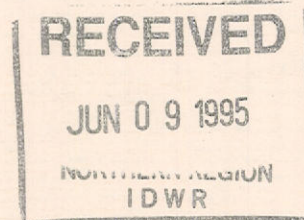
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Charlotte

June 7, 1995



Attn: Charlotte
Idaho Dept. of Water Resources
1910 Northwest Boulevard
Suite 210
Coeur d'Alene, Idaho 83814

Dear Charlotte:

Enclosed are the two pages of the Pump House plan, together with copies of the attachments, which I told you I would mail to you.

If you need any further information, please do not hesitate to contact me.

Sincerely,

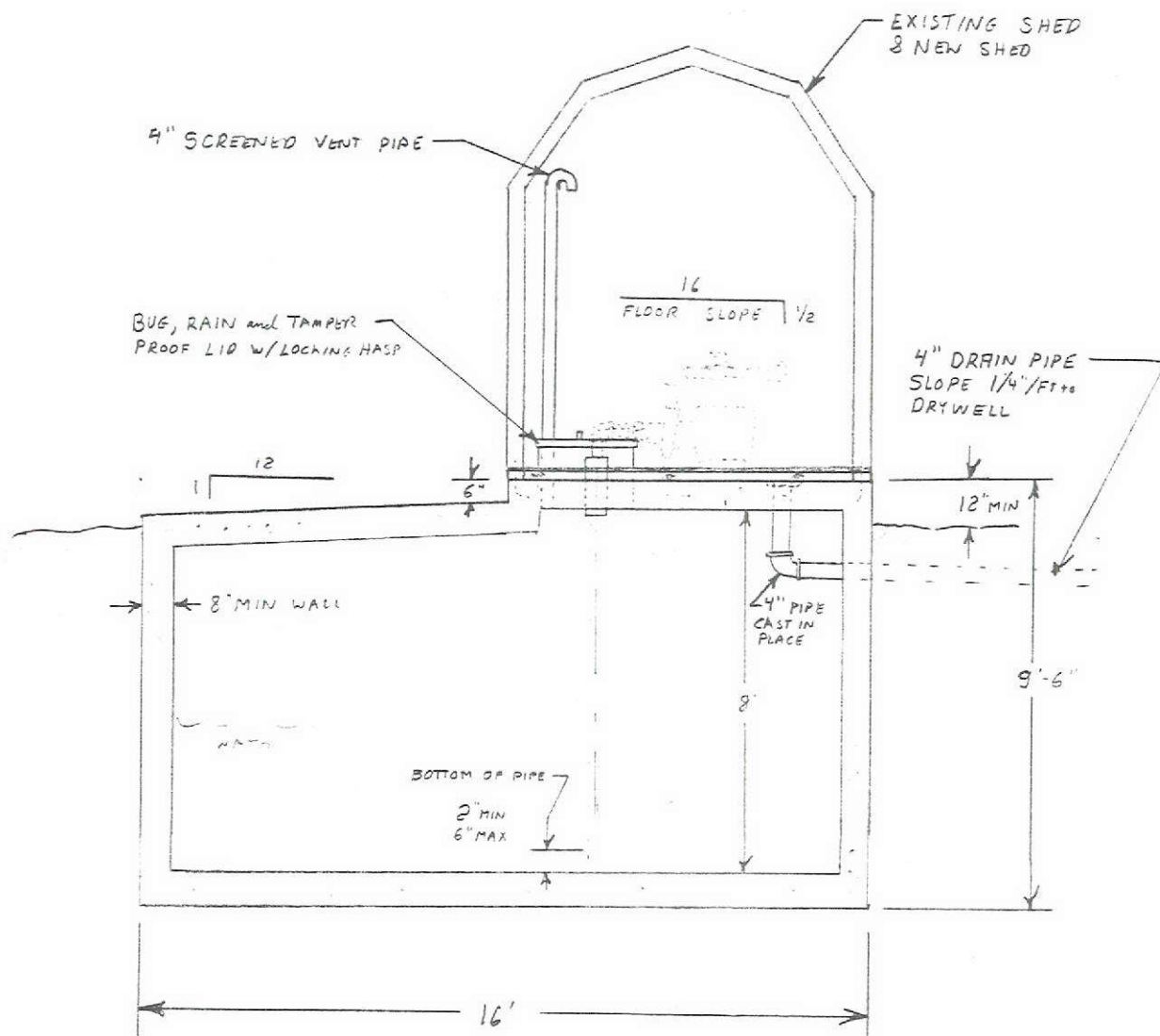
Jane A. Thompson
Administrative Assistant

Encls.

MICROFILMED

JAN 10 1997





STORAGE TANK

32' X 16' X 9'
APPROX 19,370 GAL

DRAWN: S. D. S.
2-20-91

MICROFILMED
JAN 10 1997

SILVERWOOD

BUNCO ROAD

PUMPHOUSE DETAIL



PLANE OF
USE

T. 53N, R. 03W
SEC. 28

96-08593

Silverwood, Inc.

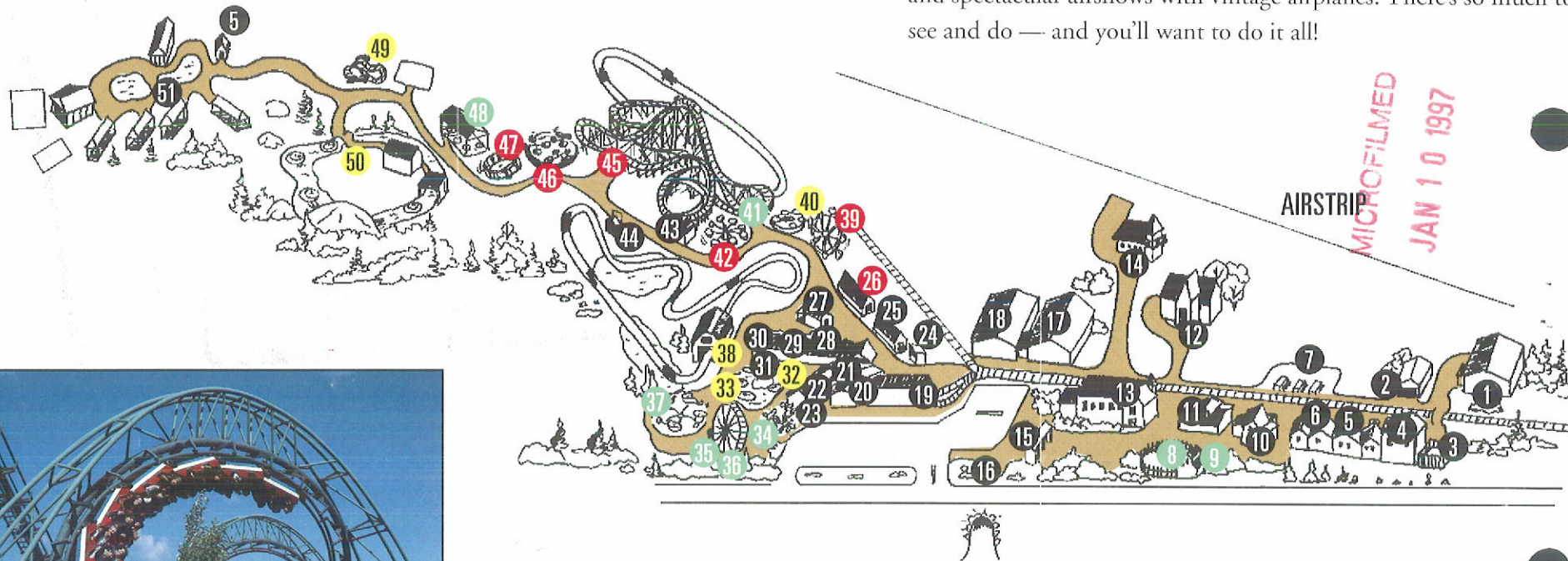
Well
Horse

29 28
32 33

Let Us Entertain You!

Spend the day at Silverwood Theme Park and experience the thrill of the region's largest family attraction – where an enchanting Victorian village meets an all-American country carnival.

In addition to more than a dozen exciting rides, Silverwood features top quality restaurants and eateries, world class live entertainment and spectacular airshows with vintage airplanes. There's so much to see and do — and you'll want to do it all!



SILVERWOOD
T H E M E P A R K

- 1. Norton Aero Museum
- 2. Curtis Aero Factory/ Hospitality
- 3. "Tigger"
- 4. Main Street Theatre
- 5. Restrooms
- 6. High Moon Saloon
- 7. Picnic Tables
- 8. Pony Rides
- 9. Critter Track
- 10. General Stuff Mercantile
- 11. Train Depot
- 12. Victorian Shoppe
- 13. Lindy's Restaurant
- 14. Flight Office
- 15. Main Gate
- 16. Tunnel to Parking Lot
- 17. Apple Orchard Theatre
- 18. First Aid
- 19. Train Barn (not open to public)
- 20. Bank
- 21. Restrooms
- 22. Electronic Arcade
- 23. Old Tyme Mugs
- 24. Cop Stop
- 25. Jerry's Dawgs
- 26. Krazy Kars
- 27. Huck's General Store
- 28. Country BBQ
- 29. Ice Creamery
- 30. Skee Ball Arcade
- 31. Midway Games
- 32. Paratrooper (kiddie ride)
- 33. Bumper Boats
- 34. Red Baron
- 35. Ferris Wheel
- 36. Kiddie Wheel
- 37. Kiddie Helicopters
- 38. Roaring Creek Log Flume
- 39. Sky Diver
- 40. Tilt-A-Whirl
- 41. Antique Cars
- 42. Monster
- 43. Cold Springs
- 44. South BBQ
- 45. Corkscrew Coaster
- 46. Scrambler
- 47. Round Up
- 48. Battle Zone
- 49. Kiddie Coaster
- 50. Thunder Canyon
- 51. Thunder Creek Picnic Grove (reserved groups only)



To ensure the best possible experience for you and your family, please refer to the chart below. It will

help you make safe decisions and decide which rides you'll feel comfortable riding.

Simple GREEN

Low Intensity Rides

RIDE	HEIGHT
Antique Cars	40"
Battlezone	40"
Critter Track	40"
Ferris Wheel	48"
Helicopters	44"
Kiddie Wheel	None
Pony Rides	None
Red Baron	None

Screaming YELLOW

Medium Intensity Rides

RIDE	HEIGHT
Bumper Boats	48"
Kiddie Coaster	42"
Log Flume*	48"
Paratrooper	48"
Thunder Canyon*	42"
Tilt-a-Whirl	48"

Fire Engine RED

High Intensity Rides

RIDE	HEIGHT
Corkscrew*	48"
Krazy Kars	44"
Monster	48"
Round Up	48"
Scrambler	42"
Sky Diver	54"

** In the unlikely event of a mechanical failure on these rides, those guests unable to exit the ride without assistance may possibly experience a lengthy delay before emergency personnel arrive to safely evacuate those guests.*

A Great Place to Get Hitched

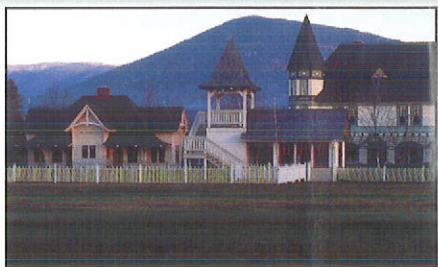
Looking for a fun spot to stay over? Hitch up your RV at Silverwood! Nestled in the beautiful mountain lakes region of North Idaho, Silverwood offers cool relaxation in the shade of tall evergreens. And it's located just minutes north of Coeur d'Alene. Full hook-ups are available for your personal RV, club or caravans.



Serious Fun for Not-So-Serious Groups

More and more companies and organizations are discovering that an outing at Silverwood is a great way to say "thanks" for a job well done. Many companies have found our picnic program to be a tremendous success and a true benefit to their employees.

Silverwood - Come Join the Fun!



Our goal is to give you the highest quality for everyone in your group while still designing an event to be as simple as possible for you and your planning committee.

Whether you choose a catered or non-catered outing program, we're ready to meet your needs.

Please support these sponsors:



MICROFILMED

JAN 10 1997

SILVERWOOD T H E M E P A R K

Just north of Coeur d'Alene, Idaho on Highway 95
Open weekends only from May 20 - June 4 and September 9 - October 8
Open 7 days a week at 11:00 a.m. from June 10 - September 4

**For more information call
(208) 683-3400**

SILVERWOOD



Silverwood - Come Join the Fun!

DEPARTMENT OF WATER RESOURCES

PART 1

[illegible]

PART 1**6. General Information:**

a. Description of diversion system Existing 1) 6" dia well cased and screened to 355'
below ground with 7-stage, 25hp Goulds 225H pump 2) 8" dia well cased &
screened to 350' ft below ground with same pump. Proposed: 12" dia well
cased & screened to 350' below ground with submersible pump.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

n/a

d. Remarks:

This transfer is to add a point of withdrawal, and replace well #1 with a
new 8" to 12" cased well. All wells will be in the SW1/4 of the SE1/4
of the SE1/4 of S28, T35N, R3W, Kootenai County.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____.

MICROFILMED

DEC 03 2003

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 96-8593 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice

☐ Warranty Deed

☐ Other _____

3. Source of water Chilco channel (groundwater) tributary to Rathdrum Prairie Aquifer Sinks

4. Date or priority 04/05/1990

5. Water is used for the following purpose:

amount 0.8cfs for Commercial purposes from 1/01 to 12/31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 0.8 cubic feet per second and/or 169.5 acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	SW	SE	SE	28	53N	3W	Kootenai	Silverwood well #1
	SW	SE	SE	28	53N	3W	Kootenai	Silverwood well #2
	SW	SE	SE	28	53N	3W	Kootenai	Silverwood Well #3(proposed)

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
53N	3W	28				8								12	33	19	24	2	98
53N	3W	28				C								C	C	C	C	C	

DEC 03 2003

Total acres 98

9. Describe any other water rights used for the same purpose as described above none

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

NO

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	SW	SE	SE	28	53N	3W	Kootenai	Silverwood well #1

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount 0.8 cfs for Commercial purposes from 1/01 to 12/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	SW	SE	SE	28	53N	3W	Kootenai	Silverwood well #2

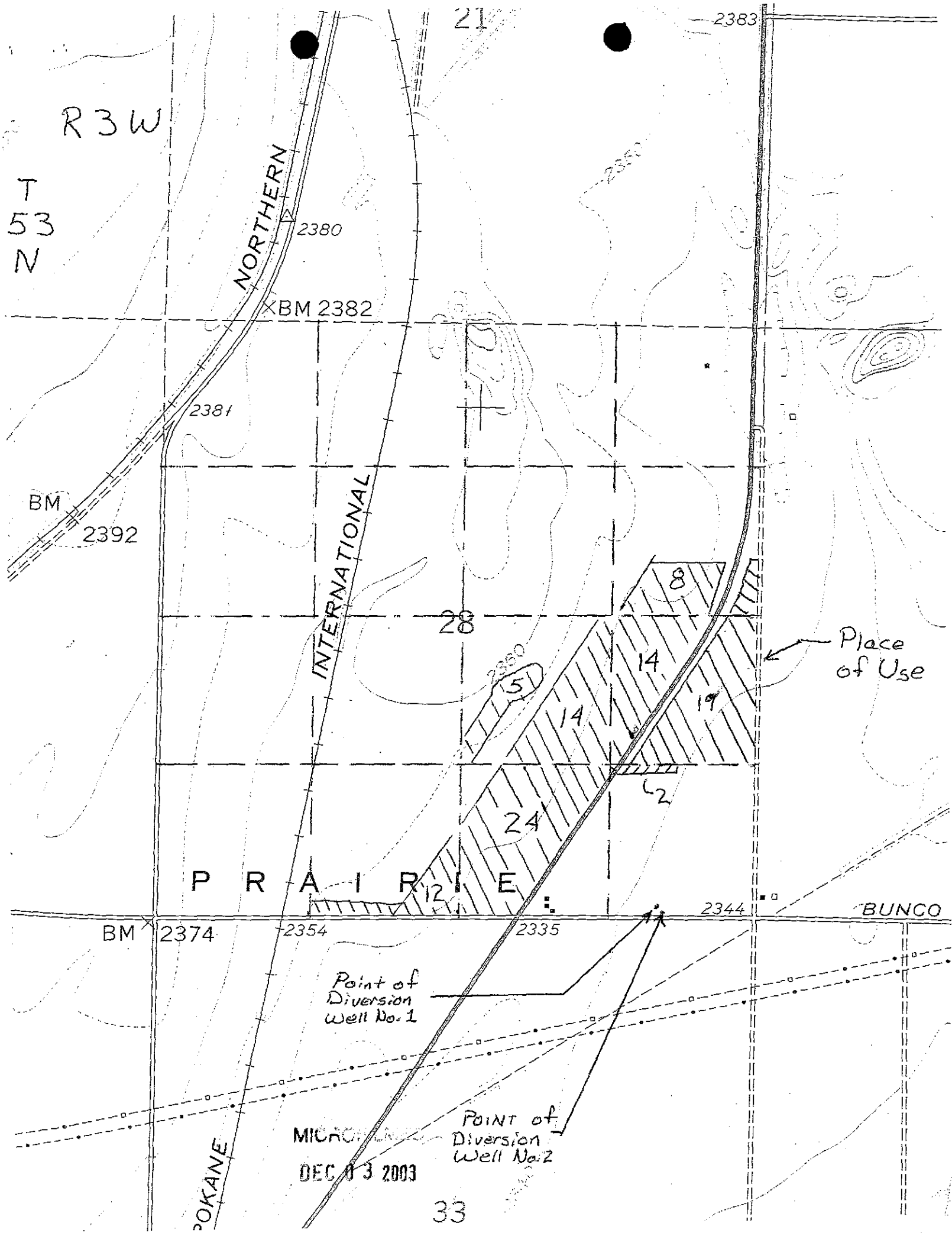
3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
53N	3W	28				8							12	33	19	24	2	98	
53N	3W	28				C							C	C	C	C	C		

MICHOI

DEC 03 2003

Total acres 98



T
53
N

NORTHERN

2380

~~BM 2382~~

2387

BM

2392

INTERNATIONAL

28

Place of Use

P R A I R I E

BM	2374
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2354

2335

2344

BUNCO

Point of
Divergence
Well No. 1

MICROFILMED
DEC 03 2003

Point of
Diversion
Well No. 2

POKANE

33

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.

MICHOEL...

DEC 03 2023

PART 3**B. CHANGES IN NATURE OF USE**

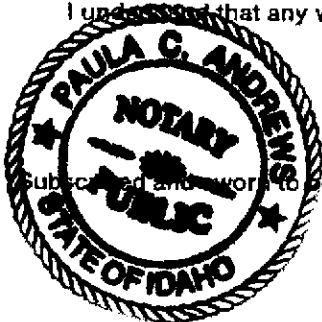
1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
	n/a			to _____ to _____

2. Quantity and quality of return flows and location of discharge:
n/a

3. Describe effects on other water uses resulting from the proposed change:
none

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. 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 voiding its approval.



Lane Hubbard
(Signature of Applicant)

Subscribed and sworn to before me this 6th day of January, 2003

Paula C. Andrews
(Notary Public)

My commission expires 11/27/06

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by db Date 1/9/02 Protest filed by _____

Prelim. check by _____ Fee \$290⁰⁰

Receipted by cm Date 12/24/02 NO15402

Published in cdq press 2/6+13/03 Copies of protest forwarded by _____

Pub. dates 2/6+13/03 Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder MICROFILMED

DEC 03 2003

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 96-08593

Priority: April 5, 1990

Maximum Diversion Rate: 0.80 CFS
Maximum Diversion Volume: 169.5 AF

This is to certify, that SILVERWOOD INC
26225 N HWY 95
ATHOL ID 83801

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated April 5, 1990; and has submitted Proof of Beneficial Use on May 8, 1995. An examination indicates that the works have a diversion capacity of 1.370 cfs of water from a GROUNDWATER source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
COMMERCIAL	01/01 to 12/31	0.80 CFS	169.5 AF

LOCATION OF POINT(S) OF DIVERSION: SESE, Sec. 28, Township 53N, Range 03W
KOOTENAI County

PLACE OF USE: COMMERCIAL

TWN RGE SEC

53N 03W 28

SENE
SWSE

NESE
SESE

NWSE

CONDITIONS OF APPROVAL AND REMARKS

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. Commercial use is for Silverwood Theme Park and includes an RV park and the irrigation of 40 acres.
6. Two points of diversion located in SESE, S28, T53N, R3W.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 10th day of December, 1996.

RECORDED

JAN 10 1997

Acting for

KARL J. DREHER, Director

RECEIVED

DEC 09 1996

State of Idaho
Department of Water Resources

Department of Water Resources

APPLICATION FOR AMENDMENT

(For Licensing Purposes)

WATER RIGHT NO. 96-08593

Date of Priority: April 5, 1990

Maximum Diversion Rate:

0.80 CFS

Maximum Diversion Volume:

169.5 AF

Comes now

SILVERWOOD INC

26225 N HWY 95

ATHOL ID 83801

and represents to the Director of the

Idaho Department of Water Resources:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 96-08593, and requests that the permit be changed as follows:

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
COMMERCIAL	01/01 to 12/31	0.80 CFS	169.5 AF

LOCATION OF POINT(S) OF DIVERSION:

SESE, Sec. 28, Township 53N, Range 03W
KOOTENAI County

PLACE OF USE: COMMERCIAL

TWN RGE SEC

53N 03W 28

SENE

SWSE

NESE

SESE

NWSE

Permit holder asserts that no one will be injured by such change and that such change will be made at permit holder's own risk.

Signed at _____, this 3rd day of December, 1996.

IMPROVED

(Signature)

JAN 10 1997

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 96-08593

FOR DEPARTMENT USE ONLY

Preliminary check by Ket Fee = \$50.00 Received by Ket # C057143 Date 12.9.96

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, Karl J. Dreher, of the Department of Water Resources hereby approve the
above Application for Amendment for Permit No. 96-08593 with the following;

CONDITIONS OF APPROVAL AND REMARKS

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. Commercial use is for Silverwood Theme Park and includes an RV park and the irrigation of 40 acres.
6. Two points of diversion located in SESE, S28, T53N, R3W.

Witness my hand this 10th day of December, 1996.

K. J. Dreher
Acting for KARL J. DREHER, Director

MICROFILMED

JAN 10 1997

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or be accompanied by a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

1. Permit No. 96-08593 Telephone No. 208-683-3400

2. Name(s) of Permit Holder(s): Silverwood, Inc.

3. Mailing Address: 26225 North Highway 95, Athol, Idaho 83801

4. Source of Water: Groundwater If **GROUNDWATER** (well), Date Drilled: mo. 7 / yr. 90

a. Well Driller: H2O Well Service Drilling Permit Number: 96 - 90 - N - 23

b. **OPTIONAL:**

Pump Horsepower: _____ Pressure (psi): _____ Dynamic pumping level (ft): _____

5. Use(s) (as authorized by the water right permit):

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

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

6. Total rate of diversion and/or volume for which proof is submitted: 0.80 cfs OR _____ acre feet

7. Measuring Device Requirement: (refer to the approval conditions on your permit and respond accordingly)

(This question is **not optional**. Please check either yes or no. Proofs returned not checked accordingly, will be considered incomplete)

Measuring Device: Is a measuring device required?

Yes _____ or No X

Has the measuring device been installed?

Yes _____ or No N/A

Flow Measurement Port: Is a flow measurement port required?

Yes _____ or No X

Has the measurement port been installed?

Yes _____ or No N/A

8. Fee Enclosed: \$ 100.00 (See Fee Schedule on back of the instructions for filing proof of beneficial use)

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

Name: Fred Grubb Telephone Number: 208-683-3400

Address: 26225 North Highway 95, Athol, Idaho 85801

10. The information given on this form is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the State of Idaho.

Signature of permit holder: [Signature] President Date: 5-2-95

(include your title if on behalf of company or organization)

MAY 31 1995

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 96-08593

Proposed Priority: April 5, 1990 Maximum Diversion Rate: 0.80 CFS
This is to certify, that SILVERWOOD, INC.

N. 26225 HWY. 95
ATHOL, ID 83801

has applied for a permit to appropriate water from: GROUNDWATER
and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
COMMERCIAL	01/01 to 12/31	0.80 CFS
<u>LOCATION OF POINT(S) OF DIVERSION:</u>		SESE Sec. 28, Township 53N, Range 03W KOOTENAI County

PLACE OF USE: COMMERCIAL

TWN RGE SEC

53N 03W 28	SENE SWSE	NESE SESE	NWSE
------------	--------------	--------------	------

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before July 1, 1995.
2. Subject to all prior water rights.
3. Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
4. Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently until the project is complete.
5. Commercial use is for "Silverwood Theme Park."

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this

27th day of July, 1990.

R. Keith Higginson
for R. Keith Higginson, Director

JUL 31 1990

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant Silverwood, Inc. Phone 772-0515
Post office address N. 26225 Highway 95, Athol, Idaho 83801
2. Source of water supply N/A GROUNDWATER ^{TOK 4/2/90} which is a tributary of N/A
3. Location of point of diversion is NW $\frac{1}{4}$ of NE SE $\frac{1}{4}$ of SE ^{TOK 4/2/90} $\frac{1}{4}$, Govt. Lot _____
Sec. 28 Township 53 N Range 3 W B.M. Kootenai County; additional
points of diversion if any: _____
4. Water will be used for the following purposes:
Amount .8 cfs for COMMERCIAL ~~Theme Park~~ purposes from JAN 1 to DEC 31 ^{TOK 4/2/90} (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) .8 and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. well pump and pipeline

b. Height of storage dam N/A feet; active reservoir capacity _____ acre-feet; total
reservoir capacity _____ acre-feet; period of year when water will be diverted to storage:
_____ to _____ inclusive.
c. Proposed well diameter is 8 inches; proposed depth of well is 375 feet.
d. Is ground water with a temperature of greater than 90°F being sought? No
7. Time required for the completion of the works and application of the water to the proposed beneficial use is
5 years (minimum 1 year).

MICROFILMED

JUL 31 1990

8. Description of proposed uses (if irrigation only, go to item 9):

- a. Hydropower; show total feet of head and proposed capacity in KW. N/A
- b. Stockwatering; list number and kind of livestock. N/A
- c. Municipal; show name of municipality. N/A
- d. Domestic; show number of households.
- e. Other; describe fully. Silverwood Theme Park operations: Museum, Saloon, restaurant, BBQ; amusement park section with concessions, Bumper Boat Pond, Log Flume Ride, Gift Shops, Arcade buildings, Ice Creamery, menagerie; RV Park

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	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
53N	3W	28				C									C	C	C	C	TDK - 4/2/80 PER JANE THOMPSON CORP. SEC.

Total number of acres to be irrigated N/A

10. Describe any other water rights used for the same purposes as described above. 96-07093

11. a. Who owns the property at the point of diversion? N/A SILVERWOOD, INC
- b. Who owns the land to be irrigated or place of use? N/A SILVERWOOD, INC
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing.

12. Remarks: PARK IS CLOSED FROM OCT 2 - MAY 31 SO MAXIMUM DIVERSION WILL ONLY BE FROM 6-1/10-1. TDK

MICROFILMED

JUL 31 1980

SEE ATTACHED

MICROFILMED
JUL 31 1990

JUL 31 1990

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

* Paul C. Thompson
(Applicant) Secretary

Received by pm Date 4/5/90 Time 1:30 PM (for recd.) Preliminary check by TDK
Fee \$ 4500 Received by pm # N3648 Date 4/5/90
Publication prepared by pm Date 4/9/90 Published in Crater Lake News
Publication approved pm Date 4/30/90 6/7-14/90

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. _____, and said application is hereby _____.

1. Approval of said application is subject to the following limitations and conditions:

a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before _____, 19 ____.

c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

d. The water right acquired under this permit if for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

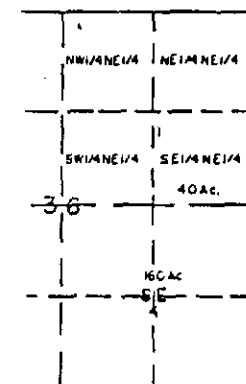
e. Other:

MICROFILMED

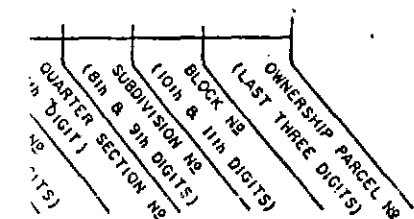
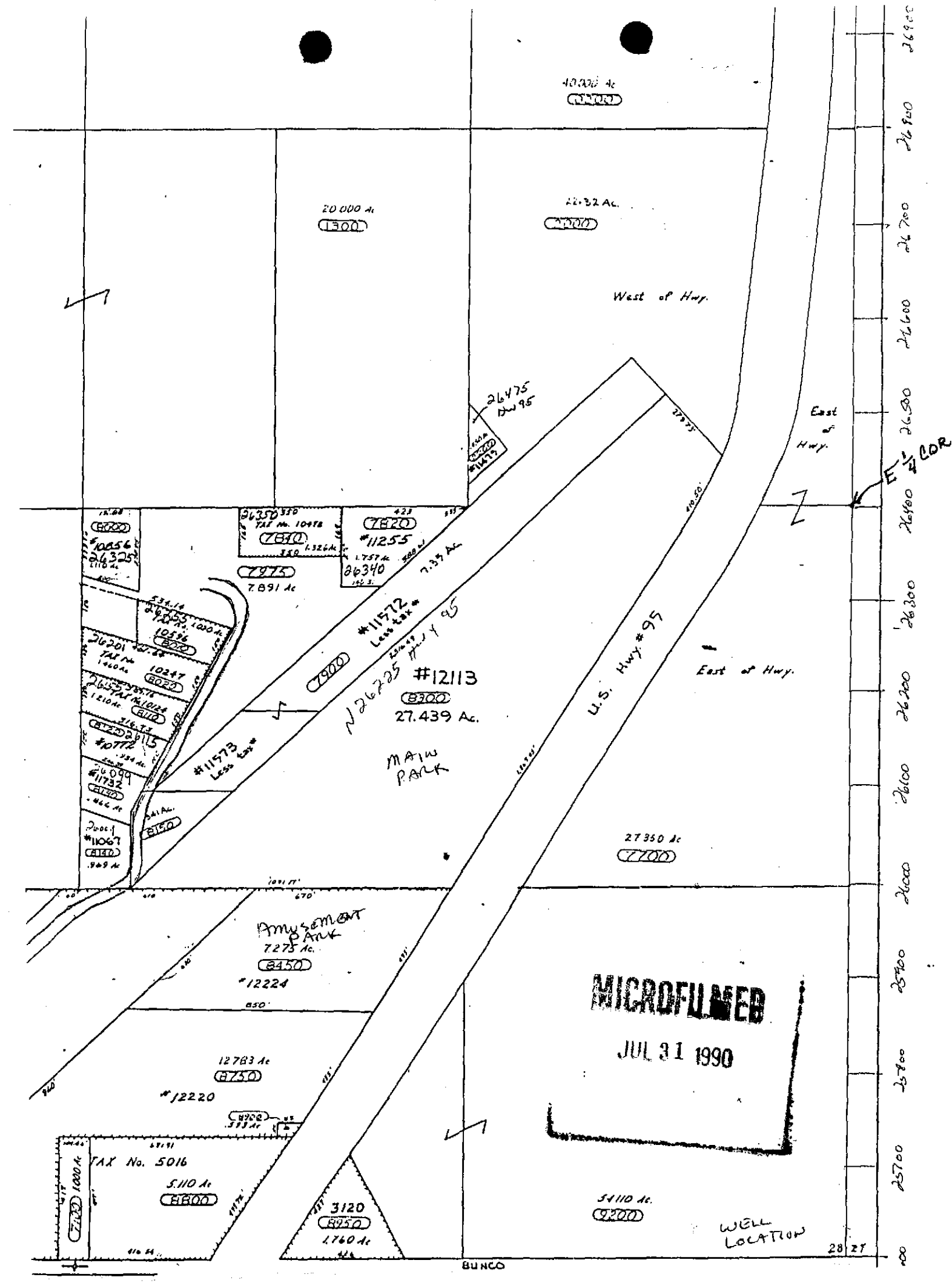
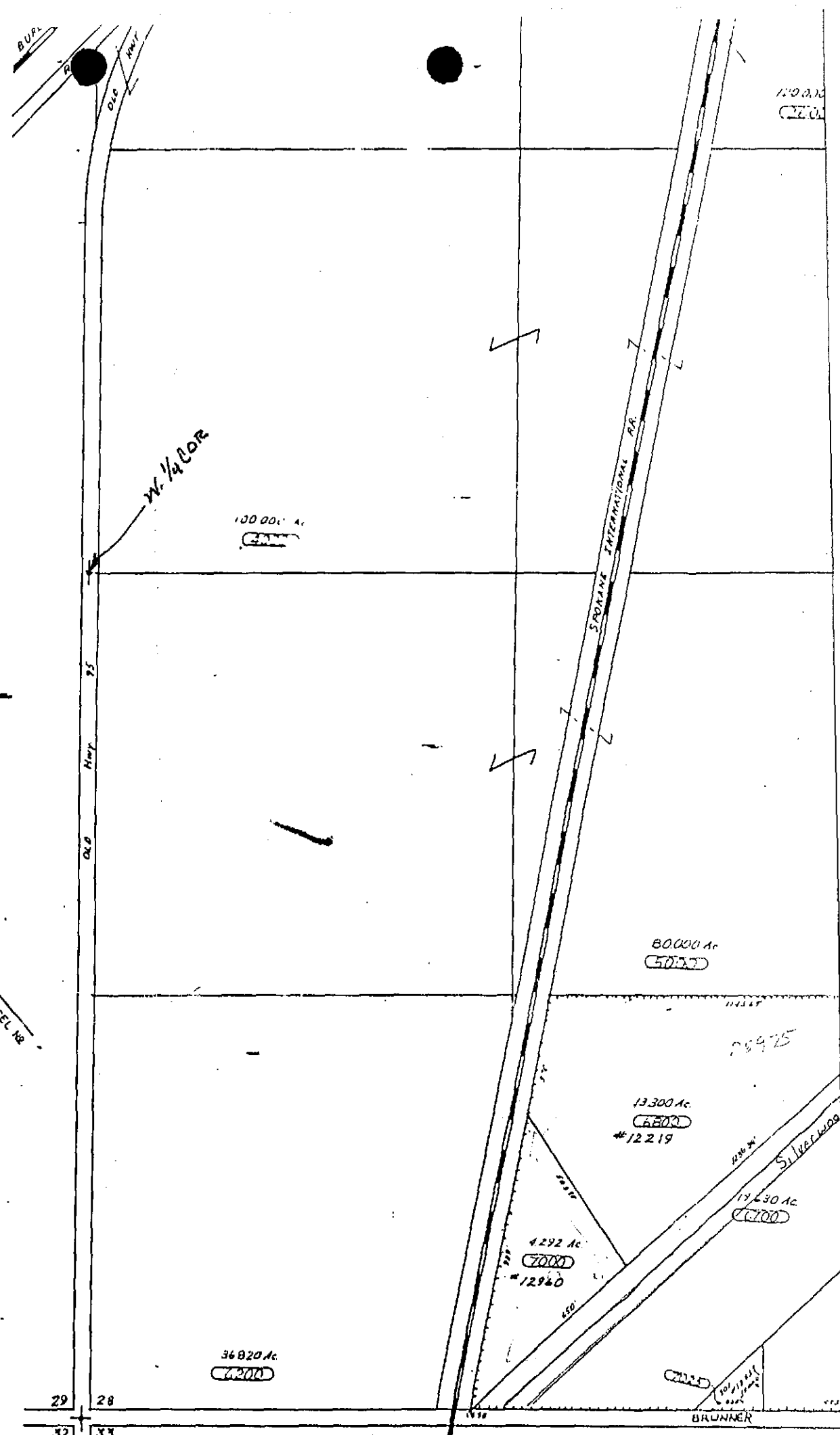
JUL 31 1990

5	2	1
10	11	12
15	14	13
22	23	24
27	26	25
34	35	36

SECTION NUMBER SYSTEM
IN STANDARD TOWNSHIP



WE AND NUMBER SYSTEM DARD SECTION

[illegible]

SILVERWOOD, INC.

President: Richard M. Anderson, N. 26350 Silverwood
Lane, Athol, Idaho 83801
Secretary: Jane A. Thompson, E. 8155 Apache Trail,
Athol, Idaho 83801
Director: Gary Norton, 5014 Blue Heron Way, Boca
Raton, Florida 33431

RECEIVED
JUL 31 1990

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO,
County of Kootenai,

} ss

Julie Jacobs

being 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 Thurs issue of said newspaper for 2 consecutive weeks commencing on the 7th day of June 1990 and ending on the 14th day of June 1990, 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.

Julie Jacobs

Subscribed and sworn to before me this 14th day of June 1990

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

ROBERTA MANLEY
My commission expires 2-3-93

NOTICE OF APPLICATION
FOR WATER RIGHT
The Following application(s) have
been filed to appropriate the public
waters of the State of Idaho:

95-08648

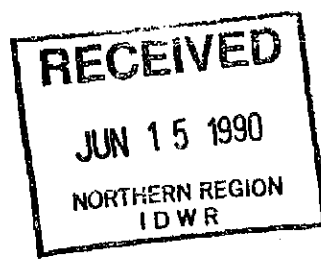
JUSTUS, HOWARD K.
JUSTUS, MAVIS L.
W. 2020 BREEZY WAY
POST FALLS, ID 83854
Source: SPOKANE RIVER Tributary:
COLUMBIA RIVER
Diversion Pt: SESW Sec 4 T 50N R 05W
Use: IRRIGATION (.040 CFS)
Total Diversion: (.040 CFS)
Date Filed: 4/10/1990
In: T50N R05W S04 SESW SWSE
2.0 ACRES TOTAL
96-08593

SILVERWOOD, INC.
N. 26225 HWY. 95
ATHOL, ID 83801
Source: GROUNDWATER
Diversion Pt: SESE Sec 28 T 53N R 03W
Use: COMMERCIAL (.800 CFS)
Total Diversion: (.800 CFS)
Date Filed: 4/5/1990
In: T53N R03W S28 SENE NESE NWSE
SWSE SESE

For additional information concerning
the property location, call the
Northern Regional Office at 765-4639.

The permit(s) will be subject to all
prior water rights. Protests must be filed
with the Director, Dept. of Water Resources,
Northern Region, 1910
Northwest Blvd., Suite 210, Coeur
d'Alene, Idaho 83814 on or before June 25,
1990.

R. KEITH HIGGINSON, Director
Legal 914
June 7, 14, 1990



OK
6/21/90

JUN 15 1990

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO,
County of Kootenai,

} ss.

Julio Jacobs

being 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 issue of said newspaper for 2 consecutive weeks commencing on the 14th day of April, 1990, and ending on the 21st day of April, 1990, 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.

Subscribed and sworn to before me this 21st day of April, 1990.

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

ROBERTA MANLEY
My commission expires 2-3-93

NOTICE OF APPLICATION FOR WATER RIGHT

The Following application(s) have been filed to appropriate the public waters of the State of Idaho:

95-08648

JUSTUS, HOWARD K.

JUSTUS, MAVIS L.

W. 2020 BREEZY WAY

POST FALLS, ID 83854

Source: SPOKANE RIVER Tributary:
COLUMBIA RIVER

Diversion Pt: SESW Sec 4 T 50N R 05W

Use: IRRIGATION (.040 CFS)

Total Diversion: (.040 CFS)

Date Filed: 4/10/1990

In: T50N R05W S04 SESW

2.0 ACRES TOTAL

96-08593

SILVERWOOD, INC.

N. 26225 HWY. 95

ATHOL, ID 83801

Source: GROUNDWATER

Diversion Pt: SESE Sec 28 T 53N R 03W

Use: COMMERCIAL (.800 CFS)

Total Diversion: (.800 CFS)

Date Filed: 4/5/1990

In: T53N R03W S28 SENE NESE NWSE
SWSE SESE

For additional information concerning the property location, call the Northern Regional Office at 765-4639.

The permit(s) will be subject to all prior water rights. Protests must be filed with the Director, Dept. of Water Resources, Northern Region, 1910 Northwest Blvd., Suite 210, Coeur d'Alene, Idaho 83814 on or before MAY 7, 1990.

R. KEITH HIGGINSON, Director

Legal 703

Apr 14, 21, 28, May 5, 1990

RECEIVED

APR 24 1990

NORTHERN REGION
IDWR

MICROFILMED

APR 11 1990



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 21, 2003

SILVERWOOD INC
27843 N HWY 95
ATHOL ID 83801

RE: Transfer No.: 70385 - Water Right 96-8593 - Transfer Approval Notice

Dear Water Right Holder(s):

The Department of Water Resources has issued the enclosed approved Transfer of Water Right(s). Please be sure to thoroughly review the conditions of approval and remarks listed on the approval document.

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

ANY PERSON aggrieved by any decision, determination, order or action of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Department and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

If the transfer approval includes a condition requiring measuring and recording devices, such devices shall comply with specifications established by the Department. Detailed specifications are available on the Department's homepage on the Internet, or you can request a copy by contacting any office of the Department. Please be sure to thoroughly review the specifications to avoid unnecessary costs for reinstallation or modification due to non-conforming or improperly installed devices.

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

MICROFILMED
DEC 03 2003

If you have any questions, please contact me at 208-327-7940.

Sincerely,

for *Sharla Curtis*
Jeff Peppersack, Manager
Water Rights Permits Section

JP:klt

Enclosure(s)

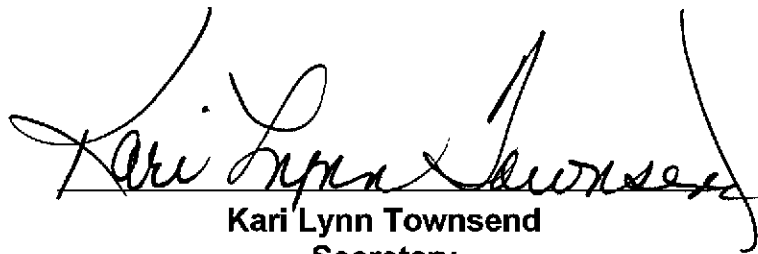
MICROFILMED
DEC 03 2003

CERTIFICATE OF SERVICE

I hereby certify that on April 21, 2003 I mailed a true and correct copy, postage prepaid, of the foregoing TRANSFER APPROVAL to the person(s) listed below:

RE: TRANSFER NO. 70385 - WATER RIGHT 96-8593

**SILVERWOOD INC
27843 N HWY 95
ATHOL ID 83801**



**Kari Lynn Townsend
Secretary**

MICROFILMED

DEC 03 2003

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

The accompanying order or approved document is a "Preliminary Order" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources (department) unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the department or the Idaho Water Resource Board (Board) is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

TRANSFER REVIEW SHEET

Trans # 70385

Date Reviewed 4/15/03

Right No(s) * 96-8593

Split? Y N Y N Y N Y N Y N Y N

AREA OF CONCERN: No/Yes

PURPOSE OF TRANSFER FOR EACH RIGHT:

Change p/d Change use period Change p/u
Add p/d Change nature of use

RightID's of From & To records correct? Y N (resolve with S.O.)

Check for Partial Decree issuance, etc. since time of application's entry

PROOF OF OWNERSHIP COMPLETE FOR OLD & NEW P/U Y Lien Holder Release Y

GROUNDWATER:

DRILLING PERMIT - 046
DP upgrade req'd Y N (contact GW)

WMD - North/East/West
≤ 0.24 cfs/5 acres - No MD
> 0.24 cfs/5 acres - 067

WMD
≤ 0.24 cfs/5 acres - No MD
> 0.24 cfs/5 acres - 01M or 01Q

SUPPLEMENTAL - 065-104 (where irrigation is the only use)
SUPPLEMENTAL - 100-105 (where there are other uses besides irrigation)

SURFACE WATER:

WD - R05 (WD#) WM comments rec'd
≤ 0.20 cfs/others - R02, 01P or No MD
> 0.20 cfs - R43
WD, SPRINGS/SINK, INACTIVE WD & REST OF STATE
≤ 0.24 cfs/5 acres - No MD
> 0.24 cfs/5 acres - 01M or 01Q

STANDARD SEASON to (use X61 if extended season)
STANDARD VOLUME af/ac
CONSUMPTIVE USE VOLUME af/ac

WITHIN ESPA - 113-114-116 (mitigation)
- 115 (meas. Device for non-irrig uses or new irrig systems)
- 131 (existing irrig systems)

USES:

STORAGE - 18C-R02-01P-18B-NA
IRR ≤ 5 ac - R66/R67/R68/R69 (0.03 cfs/ac)
> 5 ac - R62/R63/R64/R65 (0.02 cfs/ac)
Volume only - R58/R59/R60/R61
STOCKWATER - R37 (all BLM/USFS)
MINING - 054-106
FISH PROP - 029 (70's basins only)-007-122-106
HEAT/COOL - R07 (injection well)
FIRE PROT. - 077
DAIRY - 082 (zoning if a concern)-106-WD8

USES:

POWER - 17H-17K (+uses)-025-106
MUNICIPAL
Restricted area - 022-075 RAFN - 007-109-X64
Irr./GW supp to SW - 102
DOMESTIC
Surface water - WB5 (Big Wood or Boise above Star Bridge)
- 27A (Payette River)
> 1 in restricted area - 070-071-075 (no parks/common areas, etc)
Irr use listed separate - WB5

MISC CONDITIONS/REMARKS:

T07 - 1 yr to develop
T08 - comply or rescind
T17 - >1 pd, measure all (use w/ WB4)
T18 - Special T17 & R43 combined -
multiple pds in WD

Protested - 020-X19
Water Quality - 106-R07

X27 - Number of acres/season in ppu
X35 - Combined totals of multiple rts

X49 - measure p/d's (source chg'd to orig trib)
X51 - 2+ yrs to develop
X53 - Use ltd to orig. source availability
X54 - forfeited ac/rate (used rarely)
X55 - (transfer shrinks total water to less ac)
004 - no right-of-way
X58 - pending claim (statutory or AJ b/u claim)
X61 - extended irr season
X62 - replaces N11 and N13
X63 - replaces C12
WB4 - + p/ds, cfs & afa (used with T17)
083 - replaces C11 (enlargement rights)
WD8 - land application of waste water
01Q - used instead of 01M when there's another meas. Cond (i.e. T17 & 01M)

Apply one to chg'd & unchg'd
rts that are subject to SRBA:
T09 - on-going SRBA (no Dir Rpt yet)
T19 - replaces C18
(if at Directors Report or Partial Decree stage)
T20 - use only on unchg'd rts not subject to SRBA

OTHER CONDITIONS/REMARKS C/Theme park, etc

COMMENTS

Database files updated Y Approval form printed Y Shape files created Y
Special Mailing Instructions (cc's, etc)
Final database update after approval *Comment to WR No(s).

MEMORANDUM

Date: April 16, 2003
To: Transfer 70385
From: Sharla
Re: Transfer Review Analysis

This transfer proposes to add a third well and to add the SESW, Sec 28 to the place of use description.

Authority to File

The applicant is the right holder; the transfer application was signed by Lane Hubbard (Secretary/Treasurer of Silverwood Inc. as verified by ISOS annual report. Tax notice covering the property lists Norton Aero Ltd as owner (merged as Silverwood Inc.).

Water Right Validity

This right is valid and has been in continual use for the theme park since licensing in 1996.

Injury to Other Water Rights

There are no other rights diverted from the SE¼ except other rights in the name of Silverwood and a right in the name of Aerodrome Water Association for a café, 5 homes and an airstrip hangar. No protests were received.

Enlargement of Use

The right will remain at its licensed parameters; no enlargement is proposed.

Local Public Interest

The theme park is a tourist attraction that employs local residents and provides recreation for local residents and outsiders.

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

The application was advertised and no protests were received.

MICROFILMED
DEC 03 2003

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER ANALYSIS SHEET

RECEIVED

MAR - 4 2003

Department of Water Resources

INITIAL REVIEW BY:

70385

1. Right number 96-8593 Applicant Silverwood Inc
2. Type of right: ☐ Decree ☐ License ☐ Claim
3. Purpose of transfer: ☐ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☐ Other _____

4. Check:

a. ☒ Source ☐ Priority ☐ Amount ☐ Purpose ☐ Period of use

b. ☒ Description of original point of diversion.

c. ☒ Description of original place of use. *SESW not included in original right -
(total acreage appears to increase)
from 40 to 48 ??*

5. Amount of land &/or water transferred:

a. ☒ All of right.

b. ☐ Part of right (NOTE! Part B should be filled in only if part of the right is owned by the applicant).

c. ☒ Check description of point(s) of diversion.

d. ☒ Check description of place of use. *adding SESW which doesn't show up on
original right.*

e. ☒ Check map (shows p.d. and p.u. after transfer). *no mark for place of new well*

f. ☒ Check for correct signature, notarization, and fee.

g. ☐ Check proof of ownership of right &/or land from which water is transferred. *need proof of
ownership*

h. ☐ Check for expansion in use of right. Comments _____

i. ☐ Check for existing water rights from same source, on land water is being transferred to.

Right number(s) _____

j. ☐ Is use within a Watermaster District? ☐ Yes ☐ No

If yes, what district? _____

FINAL PROCESSING REVIEW BY: _____

1. Watermaster recommendation requested on _____ Received on _____

2. Is transfer published correctly? ☒ Yes ☐ No

3. Protest received? ☐ Yes ☐ No

RECOMMENDED ACTION

1. ☒ Approve

2. ☐ Deny

3. Conditions* _____

4. By _____ Date _____

SILVERWOOD THEME PARK

February 20, 2003

State of Idaho
Department of Water Resources
Attn: Mr. Robert G Haynes P.E.
Northern Region, Suite # 210
1910 Northwest blvd
Coeur d' Alene, ID 83814

*Info entered
on computer
2/24/03
D*

RECEIVED

FEB 24 2003

IDWR/North

RE: Application for Transfer No. 70385

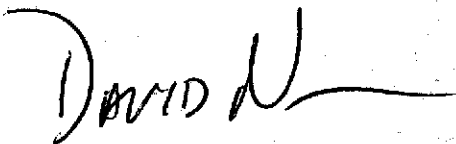
Dear Mr. Haynes:

Please find enclosed the following documents as requested in your January 31st letter.

1. A list of the Silverwood, Inc. officers.
2. A Kootenai county tax statement covering the property.
3. Lien information and letter from lien holder.

Should you have any questions please contact me at 208-683-3400 x127.

Sincerely yours,



David Norton
General Manager

MICROFILMED

DEC 03 2003

208/683-3400

Fax: 208/683-3401

May 05 Athol, Idaho 8

d4fun



STATE OF IDAHO
PETE T. CENARRROSA
SECRETARY OF STATE
700 WEST JEFFERSON
PO BOX 83720
BOISE, ID 83720-0080

PRESORTED
FIRST-CLASS
U.S. POSTAGE PAID
Boise, ID
PERMIT No. 1

IDAHO ANNUAL REPORT FORM

C 65867

RETURN SERVICE REQUESTED

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

RECEIVED
FEB 24 2003
DWR/North

SILVERWOOD INC.
GARY NORTON
SILVERWOOD
27843 N HWY 95
ATHOL, ID 83801

JFHGTF1 23501



No. C 65867	Due no later than Feb 28, 2003 Annual Report Form	2. Registered Agent and Office NO PO BOX
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080	1. Mailing Address - Correct in this box, if applicable SILVERWOOD INC. GARY NORTON SILVERWOOD 27843 N HWY 95 ATHOL, ID 83801	LANE HUBBARD 27843 N HIGHWAY 95 ATHOL, ID 83801
NO FILING FEE IF RECEIVED BY DUE DATE		3. New Registered Agent Signature
4. Corporations: Enter Names and Business Addresses of President, Secretary and Directors.		
<u>Office held</u>	<u>Name</u>	<u>Street or P.O. Address</u>
President	Gary Norton	27843 N HWY 95
Vice President	David Norton	27843 N Hwy 95
Secretary/Treasurer	Lane Hubbard	27843 N HWY 95
		<u>City</u> Athol
		<u>State</u> ID
		<u>Zip</u> 83801
5. Organized Under the Laws of: IDAHO C 65867		6. Signature <u>Lane Hubbard</u> Date <u>12/9/02</u> Name (Typed or Printed) <u>Lane Hubbard</u> Title <u>Secretary/Treasurer</u>

Issued 12/02/2002

Do Not Tape or Staple

2577

MICROFILMED
DEC 6 3 2003

RAY LEE
KOOTENAI COUNTY ASSESSOR
PO BOX 9000
451 GOVERNMENT WAY
COEUR D'ALENE ID 83816-9000

PAGE 1 OF 1
ASSESSMENT NOTICE
& ESTIMATE OF TAX
FOR 2002

THIS IS NOT A BILL.
DO NOT PAY.

28 MAY 2002

PARCEL DESCRIPTION:

28-53N-3W
E2, E2 NW E OF RR, NE-SW EX RR,
S2-SW E OF RR, EX HWY 95, ALL EX
TX #'S, TX #15351 & TX #12220

For any questions, please notify the Assessor's Office immediately.

Assessor's Telephone Number:

(208) 446-1500

PARCEL ADDRESS:

27843 N HIGHWAY 95

Appeals of your property value must be filed in writing, on a form provided by the County, by:

NORTON AERO LTD
HENLEY AERODROME
26355 N SILVERWOOD LN
ATHOL, ID 83801

24 JUN 2002 5PM

Tax Code Area: 156000

Parcel Number: 102592
53N03W-28-7900

ASSESSED VALUE OF YOUR PROPERTY

CURRENT CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
13 RURAL COMM LAND CST	383.356	620,027	620,027
19 WASTE WAS	4.003		
35 BUILDINGS CRV		536,130	536,130
35 BUILDINGS CRE		6,850,192	6,850,192
SUBTOTAL:	387.359	8,006,349	8,006,349
LESS HOMEOWNERS EXEMPTION:		0	0
NET TAXABLE PROPERTY VALUE:		8,006,349	8,006,349

These values may not include personal property values. Taxes are based on the values shown on this Notice and on the Budgets of the taxing districts.

ESTIMATED PROPERTY TAXES

TAXING DISTRICTS	LAST YEAR'S TAXES	CURRENT YEAR'S ESTIMATED TAXES	PHONE NUMBER	MM/DD/2002 DATE OF PUBLIC BUDGET HEARING
KOOTENAI CO	27,438.30	27,438 ±	208-446-1600	09/03 7:00I
LAKES HWY	7,206.02	7,206 ±	208-772-7527	08/21 7:45I
SCHOOL 272	44,822.41	44,822 ±	208-687-0431	06/03 7:00I
THBR LK FIRE	10,941.94	10,942 ±	208-683-3333	08/14 7:30I
CO LIBRARY	2,365.41	2,365 ±	208-772-5612	08/28 4:00I
N ID COLLEGE	6,142.78	6,143 ±	208-769-3340	06/26 6:00I
KOOT HOSP				
KOOTENAI-EMS	1,195.83	1,196 ±	208-446-1600	09/03 7:00I
SUBTOTAL:	100,112.69	100,112 ±		
FEES:	13.70	14 ±		
TOTAL PROPERTY TAXES & FEES:	100,126.39	100,126 ±		

THIS IS NOT A BILL. DO NOT PAY.
See the back of this Notice for details.

MICROFILMED

DEC 6 3 2003

ARTICLES OF MERGER OF SILVERWOOD, INC.
WITH AND INTO NORTON AERO, LTD.

DEC 5 10 11 AM '96

The undersigned domestic Corporations do hereby execute the following Articles of Merger pursuant to Title 30 Chapter 1 Section 74 of the Idaho Business Corporation Act for the purpose of merging SILVERWOOD INC., an Idaho Corporation, with and into NORTON AERO, LTD., an Idaho Corporation.

1. The name of each of the undersigned corporations and the state in which each is incorporated are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
SILVERWOOD INC.	IDAHO
NORTON AERO, LTD.	IDAHO

2. The name which the Surviving Corporation is to have after the merger will be "SILVERWOOD INC."

3. This merger is permitted under the laws of the State of Idaho. SILVERWOOD INC. and NORTON AERO, LTD. have complied with the applicable provisions of the laws of the State of Idaho.

4. The AGREEMENT AND PLAN OF MERGER OF SILVERWOOD INC. AND NORTON AERO, LTD. (the "AGREEMENT AND PLAN OF MERGER") is set forth in Exhibit A attached hereto and incorporated herein by reference.

5. The Board of Directors of NORTON AERO, LTD., the Surviving Corporation in the merger, approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on November 26th, 1996, and directed that such document be submitted to a vote of its shareholders. The Board of Directors of SILVERWOOD INC. approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on November 26th, 1996, and directed that such document be submitted to a vote of its shareholders. The shareholders of NORTON AERO, LTD. and SILVERWOOD INC., respectively, duly approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on November 26th, 1996, in the manner prescribed by law.

6. The number of shares outstanding and the number of shares of each Corporation entitled to vote on the AGREEMENT AND PLAN OF MERGER were as follows:

ARTICLES OF MERGER

IDAHO SECRETARY OF STATE
DATE 12/05/1996 0900 44139
2
CK #: 2813 CUST# 64146
MERGER 1
1@ 30.00= 30.00

MICKO FILMED

DEC 6 3 2003

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SECRETARY OF STATE
STATE OF IDAHO
RECEIVED
FEB 24 2003
IDWR/North

February 18, 2003

96-8593
Transfer #70385
Attachment "B"



RECEIVED
FEB 24 2003
IDWR/North

State of Idaho
Department of Water Resources
Attn: Mr. Robert G. Haynes
Northern Region, Suite #210
1910 Northwest Blvd
Coeur d' Alene, ID 83814

Dear Mr. Haynes:

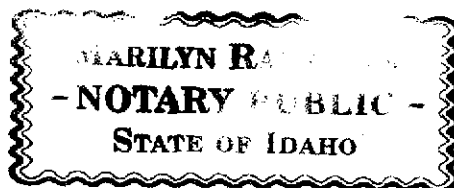
Please be advised that as a lien holder, we concur with application (#70385) to transfer water rights from well #1 to the new well #3. Should you have any questions concerning our position please contact me at 208-667-6690.

Sincerely,

Mark A. Hampe
Business Banking Officer

ACKNOWLEDGMENT

State of IDAHO
County of KOOTENAI
On this 19 day of Feb, 2003, MARK A HAMPE
personally appeared before me,
☒ who is personally known to me,
whose identity I verified on the basis of _____
whose identity I verified on the oath/affirmation of _____
a credible witness,
to be the signer of the foregoing document, and he/she acknowledged that
he/she signed it. Marilyn Rauscher Notary Signature
My Commission Expires: 3-16-2006



1106 SHERMAN AVE COEUR D'ALENE, ID
PO BOX 309 83816-0309
PHONE (208)667-6690 OR 1-800-569-2252
FAX (208)676-8077

MICROFILMED
DEC 03 2003

RECORDATION REQUESTED BY:

Sterling Savings Bank
Coeur d'Alene
1106 Sherman Ave
Coeur d'Alene, ID 83816

WHEN RECORDED MAIL TO:

Sterling Savings Bank
Commercial Loan Servicing
PO Box 2131
Spokane, WA 99210

SEND TAX NOTICES TO:

SILVERWOOD INC.
27843 N HIGHWAY 95
ATHOL, ID 83801

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

CONSTRUCTION MORTGAGE

THIS MORTGAGE dated November 13, 2002, is made and executed between SILVERWOOD INC., formerly known as NORTON AERO, LTD (referred to below as "Grantor") and Sterling Savings Bank, whose address is 1106 Sherman Ave, Coeur d'Alene, ID 83816 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in KOOTENAI County, State of Idaho:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 27843 N HIGHWAY 95, ATHOL, ID 83801. The Real Property tax identification number is 102592; 146889; 176421; 103802

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

CONSTRUCTION MORTGAGE. This Mortgage is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Idaho.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not

96-8593
Attachment "B"

Transfer # 70385

RECEIVED
FEB 24 2003
IDWR/North

REC 23 2003

Proceeding in case # 196,281,10

due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

REC-03 2003

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts

DEC 03 2003

past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

STATUTE OF FRAUDS DISCLOSURE. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON STATE LAW.

STATUTORY DISCLOSURE UNDER IDAHO LAW, A PROMISE OR COMMITMENT TO LEND MONEY OR TO GRANT OR EXTEND CREDIT IN AN ORIGINAL PRINCIPAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) OR MORE, MADE BY A PERSON OR ENTITY ENGAGED IN THE BUSINESS OF LENDING MONEY OR EXTENDING CREDIT, SUCH AS A BENEFICIARY, MUST BE IN WRITING AND SIGNED BY BENEFICIARY TO BE ENFORCEABLE.

FRAUDS DISCLOSURE. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWERS RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the State of Idaho. This Mortgage has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Kootenai County, State of Idaho.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified,

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DEC 9 3 2003

it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means SILVERWOOD INC., and all other persons and entities signing the Note in whatever capacity.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means SILVERWOOD INC..

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Sterling Savings Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated November 13, 2002, in the original principal amount of \$4,000,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

SILVERWOOD INC.

By: DAVID NORTON

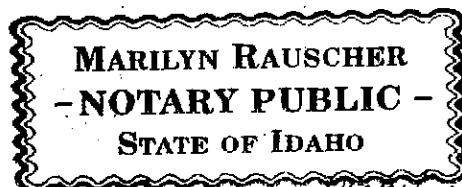
DAVID NORTON, Vice President of SILVERWOOD INC.

CORPORATE ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF KOOTENAI

)
) SS
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On this 15th day of November, in the year 2002, before me Marilyn Rauscher, a notary public in and for the State of Idaho, personally appeared DAVID NORTON, Vice President of SILVERWOOD INC., known or identified to me (or proved to me on the oath of _____), to be an authorized signer of SILVERWOOD INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Marilyn Rauscher
Notary Public for Idaho

Residing at Post Falls, Id

My commission expires 3-16-2006

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DEC 03 2003

EXHIBIT "A"

File Number: 58098

Parcel 1:

All that portion of Section 28, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, lying East of the Easterly boundary line of Spokane International Railroad right of way.

EXCEPTING all of US Highway No. 95 (existing as of March, 2002) right of way.

ALSO EXCEPTING therefrom Brunner, Bunco and Lawrence Road right of ways (existing as of March, 2002).

ALSO EXCEPTING that portion of the South half of the Southeast Quarter of Section 28, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, lying East of US Highway 95, described as follows:

COMMENCING at a point 1527 1/2 feet West and 30 feet North of the Southeast corner of Section 28, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, and proceeding West 426 feet to the POINT OF RIGHT OF WAY INTERSECTION of County Road and US Highway 95; thence,

ALSO EXCEPTING THEREFROM that portion of the Southeast Quarter of the Southeast Quarter of Section 28, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

COMMENCING at a point 1082 1/2 feet West and 30 feet North of the Southeast corner of Section 28, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, and proceeding North 100 feet; thence,

East 150 feet; thence,

South 100 feet to the County Road; thence,

West to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM

A portion of the Northwest Quarter of the Southeast Quarter of Section 28, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, described as follows:

(Continued)

Exhibit "A"

MICROFILMED
DEC 3 2003

EXHIBIT "A"

File Number: 58098

BEGINNING at the South Quarter corner of said Section 28; thence,

North 0°19'25" East along the North-South Quarter line of said Section 28 for a distance of 1580.56 feet to the TRUE POINT OF BEGINNING for this description; thence,

South 69°08'05" East 181.29 feet; thence,

North 0°19'25" East 63.90 feet; thence,

North 28°19'25" East 729.88 feet; thence,

North 73°16'54" West 329.69 feet; thence,

South 0°19'25" West 151.40 feet; thence,

North 72°54'18" West 204.85 feet; thence,

South 0°19'25" West along the North-South Quarter line of said Section 28 to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM that portion of the Northwest Quarter of the Southeast Quarter of Section 28, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 28; thence,

Along the West line of the Southeast Quarter, South 0°19'25" West, 223.94 feet; thence,

South 73°16'54" East, 200.0 feet; thence,

Parallel with the West line of the Southeast Quarter, North 0°19'25" East, 278.95 feet to a point on the North line of the Southeast Quarter; thence,

Along said line, North 89°14'45" West, 191.88 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a portion of the Southeast Quarter of the Northeast

(Continued)

Exhibit "A"

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DEC 03 2003

EXHIBIT "A"

File Number: 58098

Quarter of Section 28, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of said Southeast Quarter of the Northeast Quarter of said Section 28; thence,

North 0°21'56" East 82.04 feet along the West line of said Southeast Quarter of the Northeast Quarter to the TRUE POINT OF BEGINNING for this description; thence,

North 0°21'56" East, 278.59 feet along the West line of the Southeast Quarter of the Northeast Quarter of said Section 28; thence,

South 42°38'00" East 203.75 feet; thence,

South 47°22'00" West, 190.00 feet along a line parallel to and 260 feet Northwest of the centerline of the Henley Aerodrome Airfield to the TRUE POINT OF BEGINNING for this description.

ALSO EXCEPTING THEREFROM the West 60 feet of the following described:

A part of the Northwest Quarter of the Southeast Quarter of Section 28, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the South Quarter of said Section 28; thence,

North 0°19'25" East along the North-South Quarter line of said Section 28, a distance of 2076.05 feet to the TRUE POINT OF BEGINNING for this description; thence,

South 72°23'22" East 389.16 feet; thence,

North 28°19'25" East 150.00 feet; thence,

Westerly to a point on the North-South Quarter line lying 150.00 feet North 0°19'25" East from the TRUE POINT OF BEGINNING; thence,

South 0°19'25" West 150.00 feet to the TRUE POINT OF BEGINNING.

(Continued)

Exhibit "A"

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DEC 3 3 2003

EXHIBIT "A"

File Number: 58098

Parcel 2:

A portion of the Southeast Quarter of the Northeast Quarter of Section 28, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of said Southeast Quarter of the Northeast Quarter of said Section 28; thence,

North 0°21'56" East 82.04 feet along the West line of said Southeast Quarter of the Northeast Quarter to the TRUE POINT OF BEGINNING for this description; thence,

North 0°21'56" East, 278.59 feet along the West line of said Southeast Quarter of the Northeast Quarter of said Section 28; thence,

South 42°38'00" East, 203.75 feet; thence,

South 47°22'00" West, 190.00 feet along a line parallel to and 260 feet Northwest of the centerline of the Henley Aerodrome Airfield to the TRUE POINT OF BEGINNING for this description.

Parcel 3:

All that portion of Section 33, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, lying West of Interstate 95, East of the Spokane International Railway Company right of way and South of Brunner Road.

Exhibit "A"

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DEC 03 2003

AFFIDAVIT OF PUBLICATION

RECEIVED

STATE OF IDAHO,
County of Kootenai,

ss.

FEB 14 2003

IDWR/North

Jennifer Porter

being 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 of the "Coeur d'Alene Press," a newspaper printed at Sunday in Coeur d'Alene, Kootenai County, Idaho, and has said county.

3. The

Legal Notice

NOTICE OF PROPOSED CHANGE OF WATER RIGHT TRANSFER NO. 70385

SILVERWOOD INC, 27843 N HWY 95, ATHOL ID 83801, has filed Application No. 70385 for changes to the following water rights within KOOTENAI County:
Right No. 96-8593

Priority	4/5/1990		
Source	GROUND WATER		
Use	COMMERCIAL	0.80 CFS	169.5 AFA
Total Amount		0.80 CFS	169.5 AFA
Point(s) of Diversion	SESE S28 T53N R3W		
Place of Use	SE, SENE S28 T53N R3W		

The purpose of the transfer is to change a portion of the above rights as follows: Add a diversion point, and change place of use to include SESW S28 T53N R3W. There will be no increase in the diversion rate or the diversion volume. Protests may be submitted based on the criteria of Sec. 42-222, Idaho Code. Any protest against the proposed change must be filed with the Department of Water Resources, Northern Region, 1910 Northwest Blvd., Suite 210, Coeur D'Alene, ID 83814 together with a protest fee of \$25.00 for each application on or before February 24, 2003. The protestant must also send a copy of the protest to the applicant.

KARL J. DREHER, Director

Legal 2520
Feb. 6, 13, 2003

of which the annexed is a printed copy, was published in the issue of said newspaper for 2 consecutively commencing on the 6 day of Febru ending on the 13 day of Februa publication was made as often during said period as said newspaper was regularly issued.

4. That said newspaper has been continuously and ur said Kootenai County, during a period of more than seven, seven consecutive weeks immediately prior to the first publication of said notice

Jennifer Porter

Personally appeared before me this

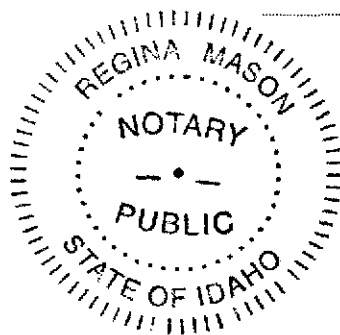
13 day of Februan

20 03

Regina Mason

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

MY COMMISSION EXPIRES 6/18/03



MICROFILMED

DEC 9 3 2003

AFFIDAVIT OF PUBLICATION

RECEIVED

STATE OF IDAHO,
County of Kootenai,

} ss,

Jennifer Porter

being 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 *6* day of *February* 20*03*, and ending on the *13* day of *February* 20*03*, 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.

Jennifer Porter

Personally appeared before me this

13 day of *February*

20 *03*

Regina Mason

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

MY COMMISSION EXPIRES 6/18/03

FEB 14 2003

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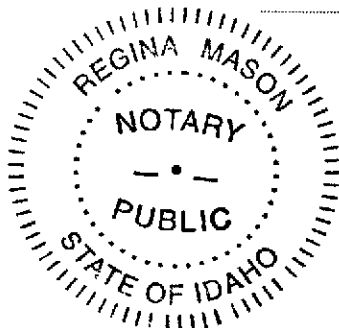
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DEC 13 2003

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 70385

SILVERWOOD INC, 27843 N HWY 95, ATHOL ID 83801, has filed Application No. 70385 for changes to the following water rights within KOOTENAI County:

Right No. 96-8593

Priority 4/5/1990

Source GROUND WATER

Use COMMERCIAL 0.80 CFS 169.5 AFA

Total Amount 0.80 CFS 169.5 AFA

Point(s) of Diversion SESE S28 T53N R3W

Place of Use SE, SENE S28 T53N R3W

The purpose of the transfer is to change a portion of the above rights as follows:

Add a diversion point, and change place of use to include SESW S28 T53N R3W.

There will be no increase in the diversion rate or the diversion volume.

Protests may be submitted based on the criteria of Sec 42-222, Idaho Code.

Any protest against the proposed change must be filed with the Department of Water Resources, Northern Region, 1910 Northwest Blvd, Suite 210, Coeur D'Alene ID 83814 together with a protest fee of \$25.00 for each application on or before February 24, 2003. The protestant must also send a copy of the protest to the applicant.

KARL J DREHER, Director

Published on February 6 and 13, 2003

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DEC 03 2003



State of Idaho
DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615
(208) 769-1450

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

January 30, 2003

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

FAXED TO MISTI FLOOD 1/31/02

Please call to acknowledge receipt of Fax.

AND

Please FAX PROOF prior to publication. Thanks

RE: Transfer No. 70385
Water Right No(s). 96-8593

*Ack call
from Jen Porter
taking Misti's
place in
Legal Notices
1/31/03
D*

Dear LEGAL NOTICE DEPARTMENT:

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated (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 02/24/2003. Your cooperation is greatly appreciated, as always.

Thanks D
☺

Sincerely

Dianne Ball
Administrative Assistant

MICROFILMED

DEC 03 2003



State of Idaho
DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615
(208) 769-1450

Fax (208) 769-1454

January 30, 2003

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

SILVERWOOD INC
27843 N HWY 95
ATHOL ID 83801

RE: Application for Transfer No 70385
Water Right No(s) 96-8593

Dear Applicant(s):

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

A legal notice of the application has been prepared and is scheduled for publication in the Coeur d'Alene Press on February 6 and 13, 2003. Submittal of protests to this application will be allowed for a period ending ten days after the second publication.

If the application is protested you will be sent a copy of the protest(s). 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, it will be forwarded to our State Office in Boise for final processing. The State Office will notify you of any action taken on the application and will send you a copy of the permit if approved.

Preliminary review of the application indicates that additional information is required. The attached sheet(s) provide details regarding the required information. Please submit this information within 30 days of the date of this letter. The Department cannot complete the processing of this application until the requested information is submitted.

Please feel free to contact this office if you have any questions regarding this procedure.

Sincerely,

Robert G. Haynes, P.E.
Regional Manager

MICROFILMED

DEC 03 2003



State of Idaho
DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615
(208) 769-1450

Fax (208) 769-1454

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

January 31, 2003

SILVERWOOD INC
27843 N HWY 95
ATHOL ID 83801

Re: Application for Transfer No.70385
Water Right No. 96-8593

Following is information needed before the Department will be able to complete the processing of your application:

1. A list of officers and/or directors of Silverwood, Inc.
2. Tax Statement or some other evidence or documentation showing that you still own the property. This information is required under Part 2, Item 2 of the application.
3. Information as to whether or not the property is subject to any liens, and if so the pertinent information concerning those liens. If there are liens on the property, please provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes. This information is required under Part 1, Item 6b of the application.

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DEC 03 2003

Idaho Department of Water Resources Receipt

Receipt ID N015402

Payment Amount Date Received Region Status
Payment Type Check Number

Payer Comment

Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$290.00	TRANSFERS	0229	21	65105	1155

cm
Signature Line (Dept. Representative)

MICROFILM

DEC 03 2003



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

December 10, 1996

SILVERWOOD INC
26225 N HWY 95
ATHOL ID 83801

RE: WATER RIGHT NO. 96-08593

Dear Water Right Holder(s):

Enclosed is a copy of the Water Right License issued on the above referenced permit along with a copy of your approved Application for Amendment. Should you have any questions regarding these documents, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Shelley W. Keen".

Shelley W. Keen
Water Rights Supervisor

SK:ph

Enclosure

MICROFILMED

JAN 10 1997



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

November 8, 1996

SILVERWOOD INC
26225 N HWY 95
ATHOL ID 83801

RE: WATER RIGHT NO. 96-08593

Dear Water Right Holder(s):

The above referenced water right is in the process of being licensed. However, before a license can be issued, your permit must be amended to depict your water right as it has actually been developed.

The enclosed Application for Amendment contains information that will be included on the license when it is issued. The amendment reflects a change in the location of the point(s) of diversion. Please review carefully and if you concur, sign the amendment and return with the \$50.00 filing fee within 14 days.

The last page of the Application for Amendment form contains a list of Conditions of Approval and Remarks proposed for the license when it is issued. These conditions of approval and remarks may be modified upon further administrative review.

If you do not concur, or if you have any questions about this information, please contact me as soon as possible. My telephone number is (208) 327-7946.

Sincerely,

Shelley W. Keen
Water Rights Supervisor

SK:ph

Enclosure

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JAN 10 1997

DATE: 11/08/96
PAGE: 1

Audit: 11/07/96 SCURTIS 11/08/96 SCURTIS

MEMORANDUM

TO: File 96-08593

FROM: Sharla

DATE: November 7, 1996

RE: Recommendation Adjustment(s)

The final license recommendations for Right 96-08593 are based on the following:

H. RECOMMENDATIONS

1. Recommended Amounts

Commercial	5/20 - 10/8	0.80 cfs	169.5 afa
------------	-------------	----------	-----------

According to the advertisement brochure, the theme park is open weekends only from May 20 - June 4 and September 9 - October 8, then open 7 days a week from June 10 - September 4, which is a total of 98 days of water use during the open season. The season of use and the volume has been adjusted accordingly. The volume recommended by the examiner includes irrigation of 40 acres and 124 RV sites, however, no volume was included for the drinking fountains, restrooms, restaurants, etc. inside the park. Volume for these uses is based upon 25 gpd/visitor and using an average of 5000 visitors/day.

Another right, No. 96-07093, is mentioned in the original application for permit as being used for the same purposes. This right is a license in the name of Aerodome Water Assn. diverted from wells located in the NWSE and SWSE, S28 and is used for a cafe, 5 homes and an airstrip hangar in the N½SE and SWSE, S28. I do not see any relation of that right to the system now to be licensed, therefore, it was not considered for any "overlap" review.

Examiner: Herman Spangle
Exam Date: August 20, 1996

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JAN 10 1997

LICENSE REVIEW CHECKLIST

PERMIT NO. 96-08593

DATE 11/6/96

REVIEWER: S H A R L A

NAME Change OK Address Change No
 SOURCE Change OK Is change clarification of originally intended source? Yes
 If not, prepare Notice of Intent to Void Yes
 POINT OF DIV add 2nd well Amendment required No
 PLACE OF USE Change OK Amendment required No

Does map agree with written description? Yes no

OVERLAPS Yes P/D Yes P/U

RATE OF DIV

Permitted Rate .80 cfs
 Fee limit 1.0 cfs \$100⁰⁰
 Measured 1.37 cfs
 Theoretical .93 cfs
 Recommended Total Div Rate .80 cfs

well logs = 100+ gpm ea. = .45

$25 \times 8.8 \times 7 / 340 + (2.3 \times 40) = .57 + .36 = .93$

ANNUAL VOLUME/ NATURE OF USES

Use Comm. Volume Calculation 169.5 af
169.5 af
169.5 af
169.5 af
 SUBTOTAL 169.5 af

5/20-10/8
6/1-10/1 person

restaurants, restaurants, etc. 5,000 persons x 25 gpd

Flow rate .80 cfs X 123 days X 1.98 = 194.8 af
 Total volume recommended 169.5 af
 (SUBTOTAL or Flow Rate, whichever is less)

REMARKS

C/ Silverwood Theme Park.

CONDITIONS Watermaster Control WD#
GW Measurement/Measuring Device
Overlap
Use-specific conditions

Advancement of Priority Date Required Yes no

SRBA Claim Filed N/A
 Adjustment Memo Volume

1st Amend Letter N/A P39, P38
 2nd Amend Letter N/A P42

$\frac{86}{18} = 4.78$
 98 days

$40 \times 3.0 = 120.0$ af (irrig.)
2.3 af (RV sites)

120.0
47.2
2.3
169.5

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
SEP 19 1996

Department of Water Resources

Permit No. 96-08593

A. GENERAL INFORMATION

1. Owner: Silverwood Inc. Phone No. 683-3400
Current Address: N. 26225 Hwy 95 Athol, Id 83801
2. Accompanied by: FRED GRUBB / LONNIE RAY EXAM DATE: 8-20-96
Address: Same as Above Phone No. Same as above
Relationship to Permit Holder: Employee
3. Source: Groundwater tributary to —

B. OVERLAP REVIEW

1. Other water rights with the same place of use: 96-07093
2. Other water rights with the same point of diversion: —

C. DIVERSION AND DELIVERY SYSTEM

1. Point(s) of Diversion:

Ident No.	Gov't Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
			SE	SE	28	53N	3W	Kootenai	USGS Topo; Aerial photo

2. Place(s) of Use:

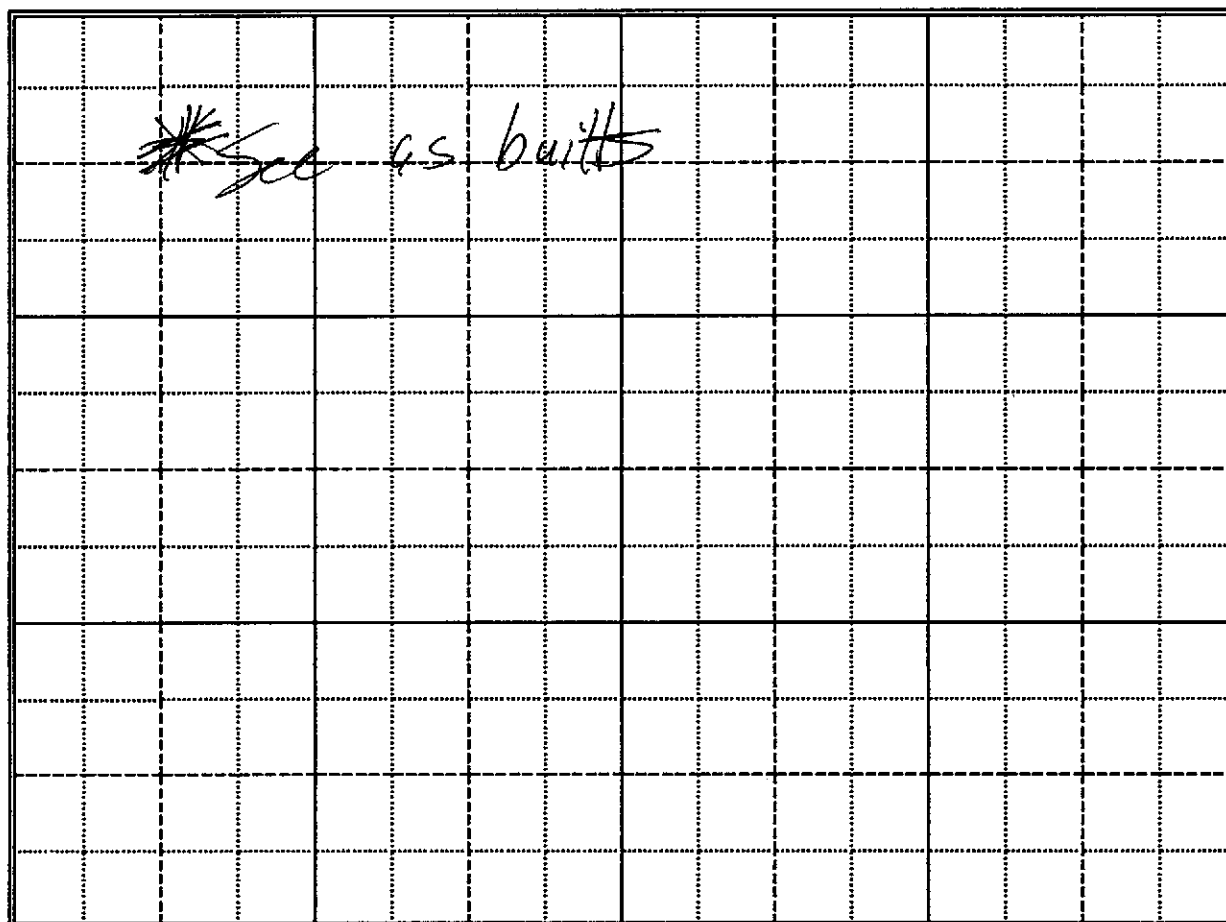
Indicate Method of Determination

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	3W	28				C									C	C	C	C	

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3. **Delivery System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable.



Scale: 1" = _____

____ Copy of USGS Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).

____ Aerial Photo Attached (required for irrigation of 10+ acres)

____ Photo of Diversion and System Attached

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
Well #1		40			
Well #2		25			

*Code to correspond with No. on map and aerial photo

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Polysonic Meter			ISTT-P	26864		

2. Measurements: _____

MAILED

1987 1 8 1987

E. NARRATIVE/REMARKS/COMMENTS

Water is pumped From (2) Wells by 25 H.P. and 40 hp. pumps. Water is pumped into a 15,000 gal Reservoir. (2) 15 H.P. (1) 7.5 H.P. pumps are used to pump Water From the Reservoir at the well site to another 10,000 gallon Reservoir. (2) 5 H.P. pumps are used to divert the Water From the 10,000 GAL. Reservoir, Various sizes of P.V.C. pipe are used to make up Delivery system water is used for Theme Park, Restaurants, Arcade buildings, and Recreational Vehicle Sites (124 sites). Forty-acre strip irrigation includes AIRSTRIP, RV Park Lawn area, and maintenance of Landscape for the entire Amusement Park.

Measurement Taken on Well #1 (main well) with polysonic Meter - Power loss on Printer resulted in hand written notes. The readings averaged 233 gallons per minute being diverted to storage Reservoir.

Measurement Taken on Well #2 with polysonic Meter - Power loss on Printer resulted in hand written notes. The readings averaged 380 gallons per minute being pumped to storage Reservoir. Well #2 only turns on when Reservoir drops below $\frac{1}{4}$ Capacity.

Have conditions of permit approval been met? ☒ yes ☐ no

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JAN 10 1987

F. FLOW CALCULATIONSX Additional Computation Sheets Attached

Measured Method:

** polysonic - see Narrative.*** Theoretical pump Calculations***G. VOLUME CALCULATIONS**

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 40 \times 3.0 = 120.0$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = .80 \times 123 \times 1.9835 = 195.2$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 120.0$$

2. Volume Calculations for Other Uses:

$$124 \text{ RV Sites} \times 50 \text{ gpd} \times 123 \text{ day} = \frac{762,600}{325,850} = 2.34 \text{ AFA}$$

** Season is from 6-1 to 10-1***H. RECOMMENDATIONS**

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
<u>Commercial</u>	<u>6-1</u>	<u>10-1</u>	<u>.80</u>	<u>120.0</u>
Totals:			<u>.80</u>	<u>120.0</u>

2. Recommended Amendments

☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☐ None
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

I. AUTHENTICATION

Field Examiner's Name

Waman Singh

Date

9-11-96

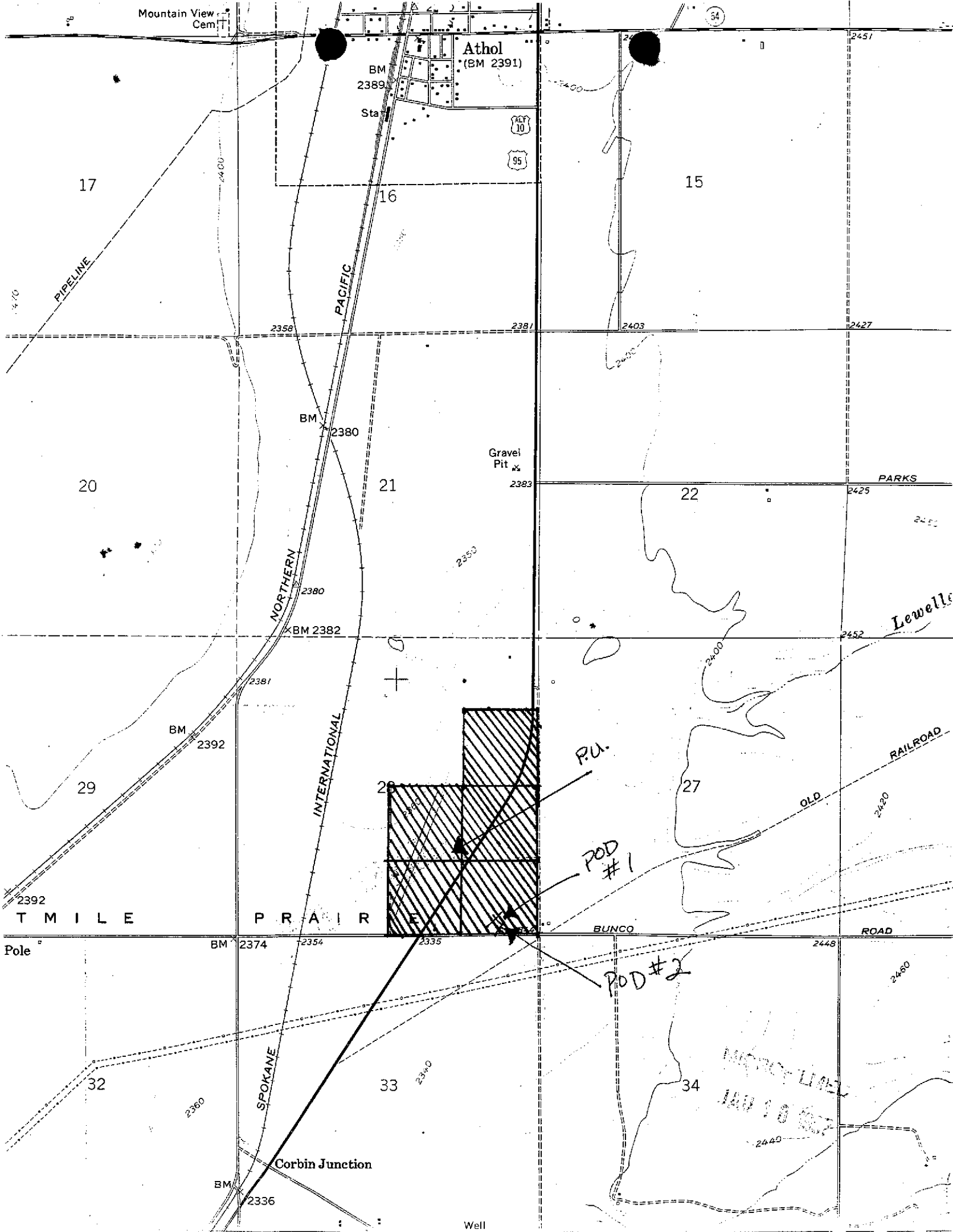
Reviewer

Date

MICROFILMED

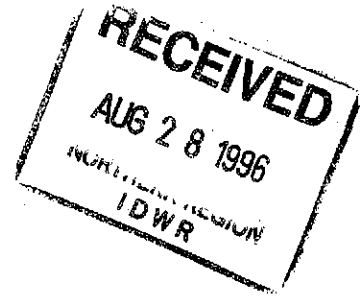
SEAL

JAN 10 1997



August 23, 1996

Department of Water Resources
1910 Northwest Blvd.
Coeur d' Alene, ID 83814



ATTN: Al Beardslee

Enclosed please find a copy of the Silverwood water system's map.

We are currently using a 40 HP motor in one well and a 25 HP motor in the other well.

If you have any questions, please call Fred Grubb (208) 683-3400, ext. 153.

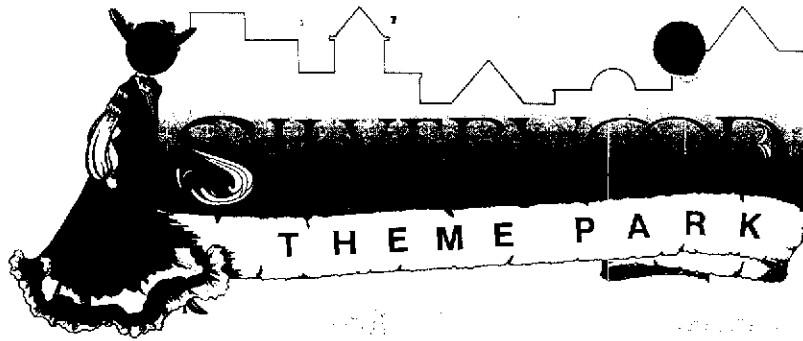
Fred Grubb
Director - Maintenance
and Construction

A handwritten signature in cursive script that reads "Fred Grubb".

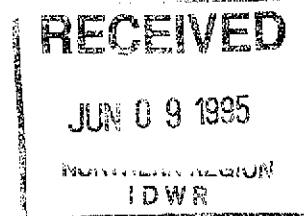
/mkp
Enclosure

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JAN 10 1997



June 7, 1995



Attn: Charlotte
Idaho Dept. of Water Resources
1910 Northwest Boulevard
Suite 210
Coeur d'Alene, Idaho 83814

Dear Charlotte:

Enclosed are the two pages of the Pump House plan, together with copies of the attachments, which I told you I would mail to you.

If you need any further information, please do not hesitate to contact me.

Sincerely,

Jane A. Thompson
Administrative Assistant

Encls.

MDRC-111111

JUN 10 1995

Professional Engineers
Registered Land Surveyors
U.S. Mineral Surveyor

MECKEL ENGINEERING & SURVEYING

402 Idaho Avenue • P.O. Box 2228
Coeur d'Alene, Idaho 83814-1915
Phone (208) 667-4638 • FAX (208) 664-3347

May 15, 1991

Mr. Shane Stang
SILVERWOOD THEME PARK
N. 26225 Highway 95
Athol, Idaho 83801

RE: PROPOSED CONCRETE RESERVOIR - BUNCO ROAD

Dear Mr. Stang:

At your request I have analyzed the proposed reservoir as submitted by Pacific Design Group P.S. I recommend the following modifications to the reservoir details shown on Section A-A, Sheet 3.

.. Reinforcing of the 8-inch exterior walls to be:

Vertical #6 @ 8" o.c. with 4" clear from the inside face
Horizontal #4 @ 12" o.c.

.. Reinforcing of the inside 8-inch wall to be #4 @ 12" o.c.
each way centered in wall.

.. Reinforcing of the 8-inch roof slabs to be:

Transverse #5 @ 12" o.c. centered in the slab
Longitudinal #4 @ 12" o.c.
Dowel the roof slabs to the walls with #5 @ 12" o.c. having
24" vertical leg into the wall and 21" horizontal leg
into roof.

.. Reinforcing of the 10-inch floor slab to be:

Transverse #5 @ 12" o.c. OR #4 @ 8" o.c. centered in slab
Longitudinal #6 @ 12" o.c.
Dowel the floor slab to the walls with #6 @ 8" o.c. having
24" vertical and horizontal legs.

.. Provide 2 foot minimum above normal ground surface to top of
reservoir.

.. Install minimum 6-inch diameter screened overflow with down-
turned elbow having 24 mesh non-corrodible screen and
discharging onto splash plate or rock apron.

Mr. Shane Stang
May 15, 1991
Silverwood Reservoir
page 2

- .. Provide additional reinforcement around the hatch opening:
2 - #5 on each side extending 18 inches beyond the opening.

Additional comments on the plans you may wish to consider:

- 1) The transverse center partition walls as shown on the North elevation sheet 3 may be omitted.
- 2) I would recommend cast-in-place concrete or C.M.U. footing and foundation rather than railroad ties as shown in Section B-B.
- 3) I recommend a waterproof emulsion on the reservoir exterior in contact with the backfill and deleting any sealer or coating on the interior.

The plans, as submitted, together with this letter listing recommended modifications and the attached general notes for construction are approved hereby for submittal in application for a building permit.

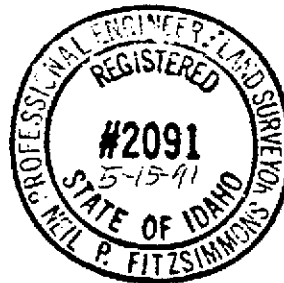
Please contact me if you have any questions.

Sincerely,



Neil P. FitzSimmons, P.E., P.L.S.

NPF:jl

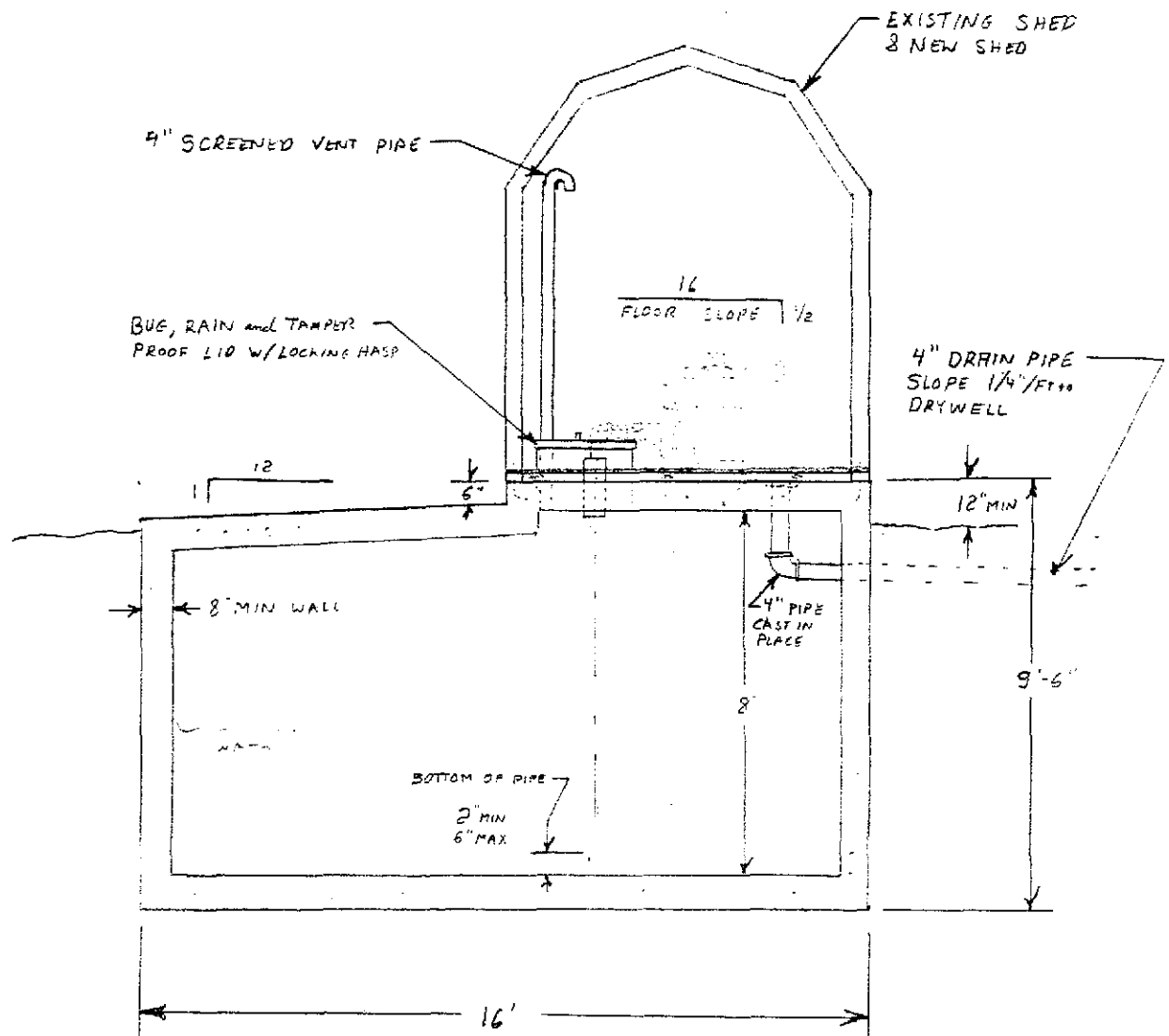


APPROVED

10-1-91

GENERAL NOTES

1. CONCRETE FOR THE FLOOR AND FOOTINGS SHALL BE 5 SACK MIX MINIMUM. CONCRETE FOR THE WALLS AND ROOF SLAB SHALL YIELD 4500 PSI AT 28 DAYS, SHALL HAVE 4% ENTRAINED AIR AND NOT TO EXCEED 6 INCH SLUMP. CONCRETE SHALL BE CONSOLIDATED IN THE FORMS BY RODDING OR VIBRATING.
 2. REINFORCING STEEL SHALL BE DEFORMED BARS MEETING A.S.T.M. A-615 OR A-432. SPLICES REQUIRE CONTINUOUS BAR LAP OF 32 BAR DIAMETERS.
 3. ALL SNAPTIE HOLES ON EACH SIDE OF WALLS SHALL BE PLUGGED WITH NON-SHRINK GROUT AND FINISHED SMOOTH.
 4. IN ADDITION TO THE ABOVE, REINFORCED CONCRETE PLACING AND CURING SHALL CONFORM TO PROVISIONS OF IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION SECTION 700.
 5. IT IS RECOMMENDED THAT THE EXTERIOR WALLS BE SEALED WITH AN ASPHALT EMULSION WHERE EARTH BACKFILL WILL BE IN CONTACT.
 6. NO EARTH BACKFILL SHALL BE PLACED AGAINST THE RESERVOIR WALLS UNTIL THE ROOF SLAB HAS CURED FOR AT LEAST 7 DAYS. BACKFILL SHALL BE BROUGHT UP IN UNIFORM HORIZONTAL LIFTS NOT TO EXCEED 2 FEET DEPTH.
 7. THE RESERVOIR SHALL BE DISINFECTED BEFORE BEING PLACED IN SERVICE. THE RECOMMENDED PROCEDURE IS METHOD 2, SECTION 5, A.W.W.A. D-102.
-



STORAGE TANK

32' x 16' x 9'

APPROX 19,370 GAL

DRAWN S.D.S.
2-20-91

REVISIONS
1. 2-20-91
2. 2-20-91

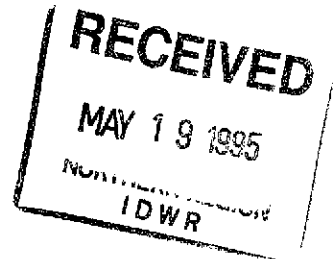
SILVERWOOD

BUNCO ROAD

PUMP HOUSE DETAIL

SILVERWOOD, INC.
N. 26225 HWY. 95
ATHOL ID 83801

May 16, 1995



PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 96-08593

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water.

If you have questions concerning this matter, please feel free to contact the NORTHERN Regional Office in Coeur D' Alene at (208)769-1450.

Sincerely,

JULIE L. YARBROUGH
Senior Secretary

c: IDWR - Region

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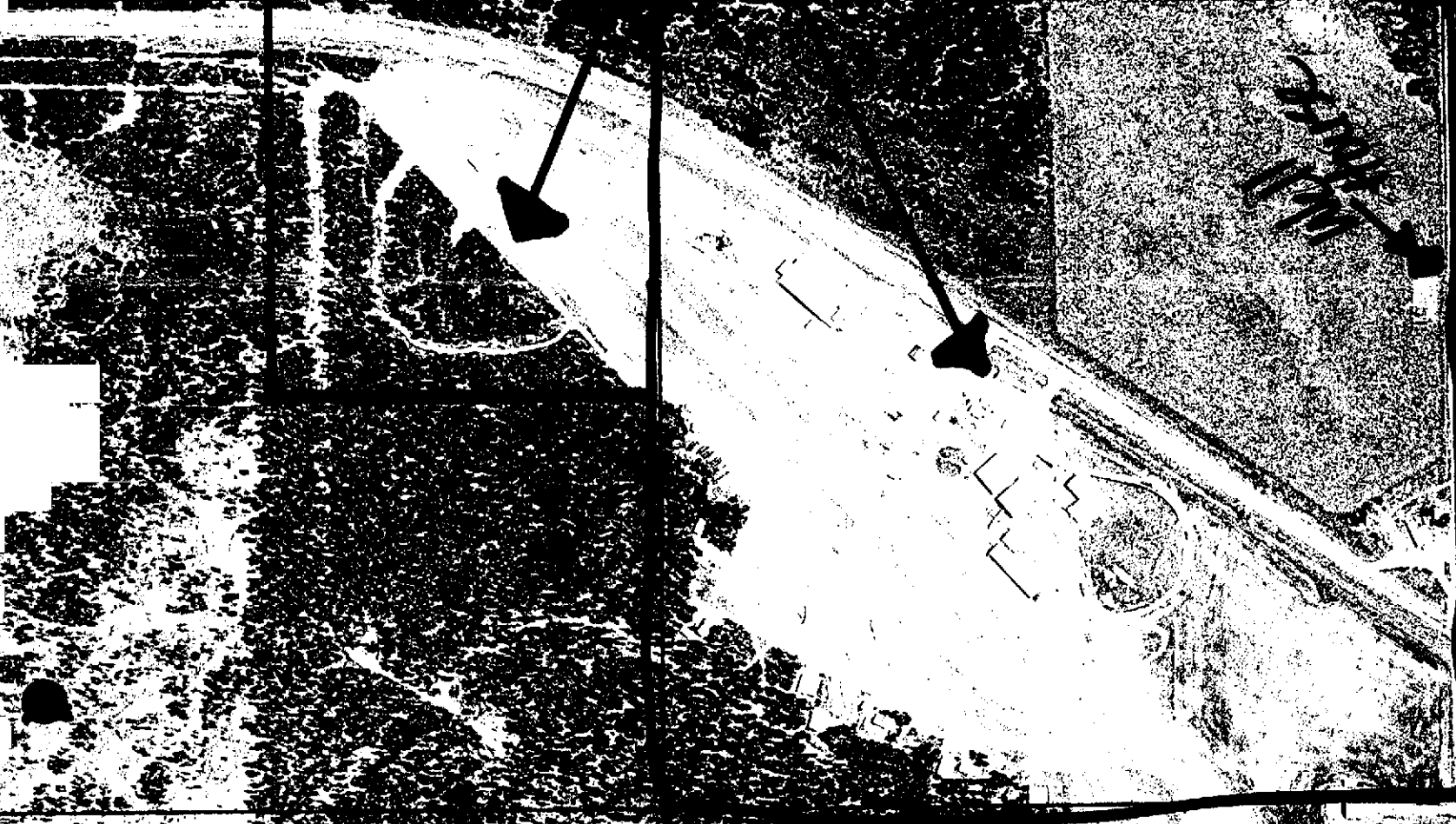
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96-0851

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29 28

32 33

Let Us Entertain You!

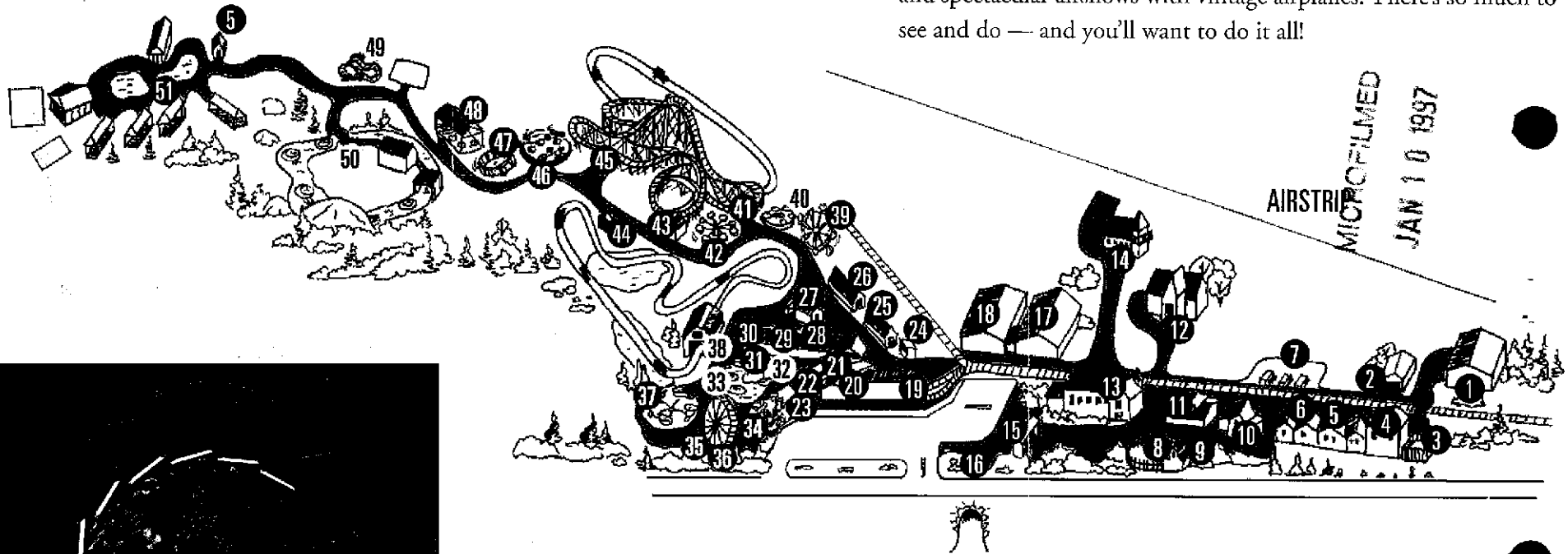
Spend the day at Silverwood Theme Park and experience the thrill of the region's largest family attraction – where an enchanting Victorian village meets an all-American country carnival.

In addition to more than a dozen exciting rides, Silverwood features top quality restaurants and eateries, world class live entertainment and spectacular airshows with vintage airplanes. There's so much to see and do — and you'll want to do it all!



To ensure the best possible experience for you and your family, please refer to the chart below. It will

help you make safe decisions and decide which rides you'll feel comfortable riding.



SILVERWOOD
T H E M E P A R K

- 2B 1. Norton Aero Museum
- 1B 2. Curtis Aero Factory/Hospitality
- 2B 3. "Tigger"
- 2B 4. Main Street Theatre
- 2B 5. Restrooms
- 2B 6. High Moon Saloon
- 7. Picnic Tables
- 8. Pony Rides
- 9. Critter Track
- 10. General Stuff Mercantile
- 11. Train Depot
- 12. Victorian Shoppe
- 2B 13. Lindy's Restaurant
- 14. Flight Office
- 15. Main Gate
- 16. Tunnel to Parking Lot
- 17. Apple Orchard Theatre
- 18. First Aid
- 19. Train Barn (not open to public)
- 20. Bank
- 21. Restrooms
- 22. Electronic Arcade
- 1B 23. Old Tyme Mugs
- 24. Cop Stop
- 25. Jerry's Dawgs
- 26. Krazy Kars
- 27. Huck's General Store
- 2B 28. Country BBQ
- 29. Ice Creamery
- 30. Skee Ball Arcade
- 31. Midway Games
- 32. Paratrooper
- 33. Bumper Boats
- 34. Red Baron (kiddie ride)
- 35. Ferris Wheel
- 36. Kiddie Wheel
- 37. Kiddie Helicopters
- 38. Roaring Creek Log Flume
- 39. Sky Diver
- 40. Tilt-A-Whirl
- 41. Antique Cars
- 42. Monster
- 43. Cold Springs
- 44. South BBQ
- 45. Corkscrew Coaster
- 46. Scrambler
- 47. Round Up
- 48. Battle Zone
- 49. Kiddie Coaster
- 50. Thunder Canyon
- 2B 51. Thunder Creek Picnic Grove (reserved groups only)

RIDE		HEIGHT
Screwing YELLOW		
Bumper Boats		48"
Kiddie Coaster		42"
Log Flume*		48"
Paratrooper		48"
Thunder Canyon*		42"
Tilt-a-Whirl		48"

* In the unlikely event of a mechanical failure on these rides, those guests unable to exit the ride without assistance may possibly experience a lengthy delay before emergency personnel arrive to safely evacuate those guests.

A Great Place to Get Hitched

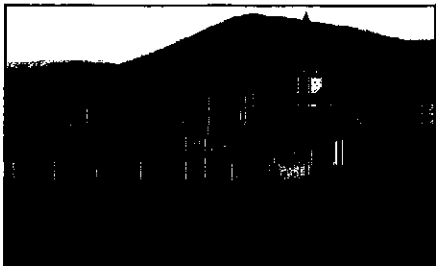
Looking for a fun spot to stay over? Hitch up your RV at Silverwood! Nestled in the beautiful mountain lakes region of North Idaho, Silverwood offers cool relaxation in the shade of tall evergreens. And it's located just minutes north of Coeur d'Alene. Full hook-ups are available for your personal RV, club or caravans.



Serious Fun for Not-So-Serious Groups

More and more companies and organizations are discovering that an outing at Silverwood is a great way to say "thanks" for a job well done. Many companies have found our picnic program to be a tremendous success and a true benefit to their employees.

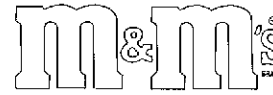
Silverwood - Come Join the Fun!



Our goal is to give you the highest quality for everyone in your group while still designing an event to be as simple as possible for you and your planning committee.

Whether you choose a catered or non-catered outing program, we're ready to meet your needs.

Please support these sponsors:



MICROFILMED

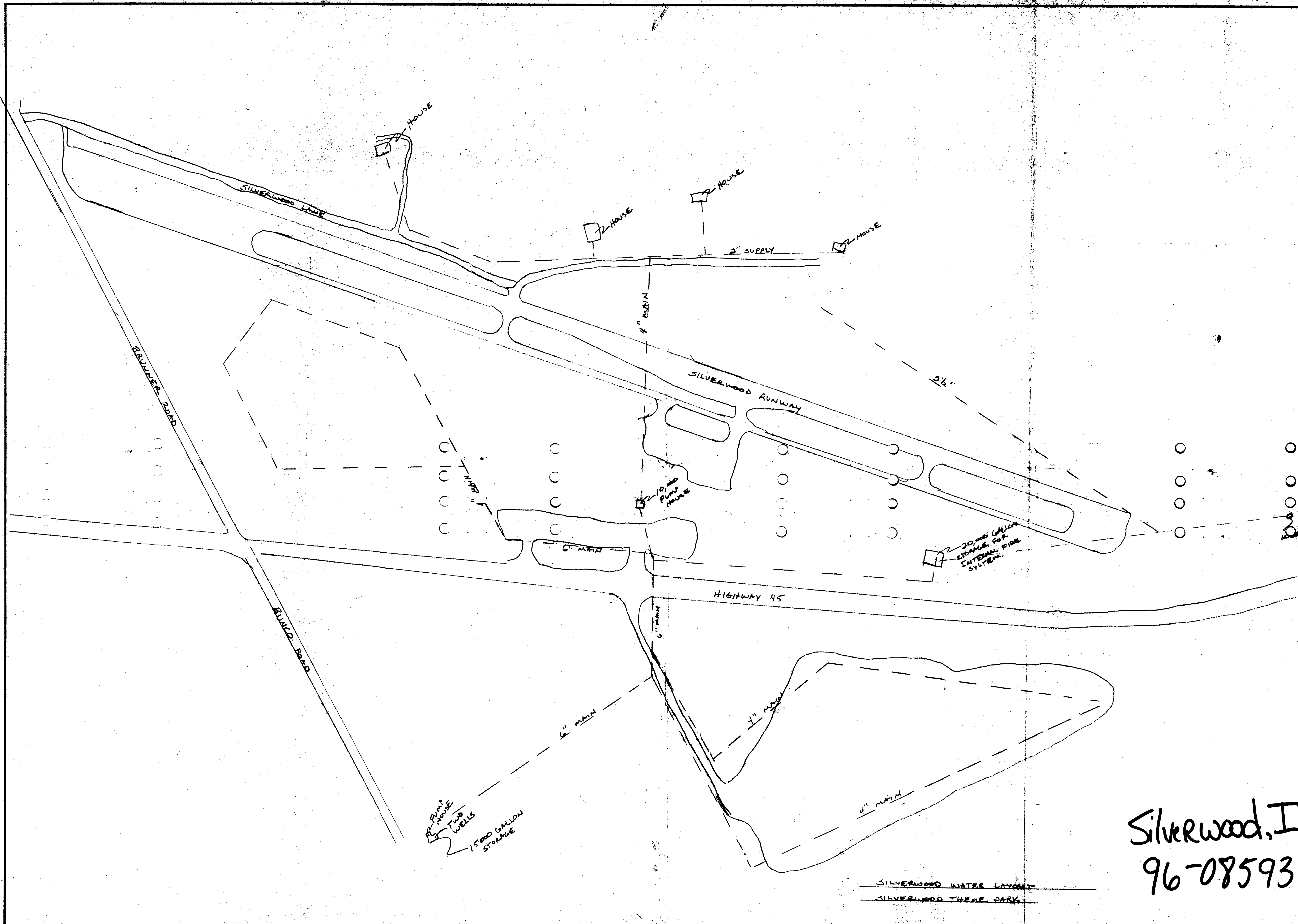
JAN 10 1997

SILVERWOOD T H E M E P A R K

Just north of Coeur d'Alene, Idaho on Highway 95
Open weekends only from May 20 - June 4 and September 9 - October 8
Open 7 days a week at 11:00 a.m. from June 10 - September 4

**For more information call
(208) 683-3400**



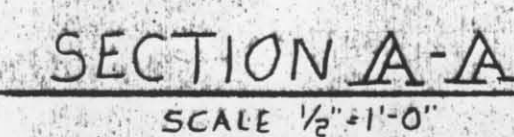
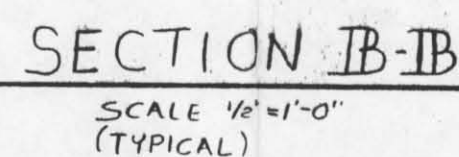
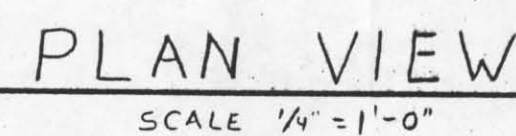
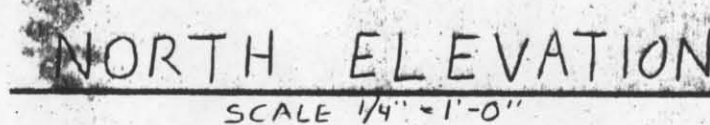
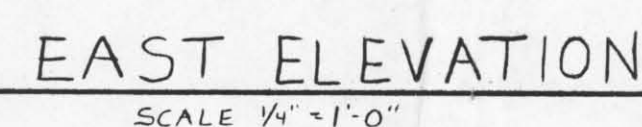


SILVERWOOD WATER LAYOUT
SILVERWOOD THEME PARK

Silverwood, Inc.
96-08593

REVISIONS	BY

Date	4/1/96
Scale	
Drawn	
Job	
Sheet	
Of	Sheets



SHEET: 3

08223
Silverwood

DIVISION 1 - GENERAL REQUIREMENTS

At the request of the Owner, these drawings and specifications are minimal in scope, outline in nature, and diagrammatic in presentation. They are not represented or warranted to be complete in scope or fully detailed. Direct any questions to architect regarding clarification in scope, dimension, quantities, structural integrity, design or any other concern prior to commencing portion of work in question.

Verify dimensions at site. Changes omissions or substitutions are not permitted without written approval of Architect. "Typical" notes, dimensions and details apply to all conditions and are to be used wherever applicable unless noted otherwise. All materials to be new unless noted otherwise. In event of conflict, more strict/costly applies. Contractor shall provide all required permits, licenses, and insurance necessary to perform the work.

All dimensions and quantities to be site verified by Contractor prior to commencing work. Report discrepancies to Architect prior to commencement of any work.

Contractor is requested to prepare a schedule and proposal to work with Owner throughout course of construction. Contractor shall confirm with Owner the necessary area required for construction. Construction staging area is to be specifically negotiated with Owner prior to commencement of construction. Contractor is requested to examine the existing site conditions prior to commencement of construction. Promptly notify Architect of any ambiguity, inconsistency, discrepancy, or error and clarify before construction begins. Failure to do so will in no way relieve Contractor from completing work in accordance with contract documents at no additional cost. All work performed must be in compliance with local, state, and federal agencies having jurisdiction.

LOADING: Show: 40 #/SF
wind: 25 #/SF (75 mph)
Soil bearing: 2,000/ SF
Seismic: Zone II-B

ATTIC VENTILATION: Attic ventilation for enclosed non-heated attic areas to be computed as follows: The net free ventilation area shall be not less than 1/150 of the area of the space ventilated except that the area may be 1/300 provided at least 50 percent of the required ventilating area is provided by ventilators located at the upper portion of the space to be ventilated at least 3' above eave or cornice vents with the balance of required ventilation provided by eave or cornice vents. Where eave or cornice vents are used to provide the ventilation of combustible attic spaces, vent openings shall not be located within 3' measured laterally above window or door openings in the wall of the story immediately below.

PROJECT CLEAN-UP: Contractor shall remove all excess materials, equipment, temporary structures, barriers, etc., as part of this contract. The premises shall be left clean, neat and free from deleterious materials. All items removed temporarily to accomplish work shall be re-installed properly as directed by Architect. Final completion of all work is contingent upon Architect's and Owner's final approval after clean-up is complete.

DIVISION 2 - SITEWORK

Section 02010 - Subsurface Exploration
Allowable soil bearing pressure = 2000 psf. Contractor to assure that soil conditions meet soil bearing design pressure. If different than 2000 psf, stop work and report conditions to the Architect immediately. All footings shall rest on firm undisturbed soil with interior footings a minimum of 1'-0" below existing grade. All exterior footings shall extend a minimum of 3'-0" below finish grade.

Section 02100 - Clearing
Clear building and improved site area of all topsoil and debris. Coordinate/comply with serving utilities, Municipal, and State agencies.

Section 03300 - Cast-in-place Concrete

Attain minimum compressive strength of 4000 psi at 28 days with a minimum of 7 sacks of cement per cubic yard of concrete. Maximum slump: 3" for slabs and footings; 3" for walls. Wet cure for minimum of 7 days; protect from freezing. Provide testing per local governmental requirements.

DIVISION 6 - WOOD AND PLASTICS

Section 06100 - Rough Carpentry
All framing to be Douglas Fir-Larch North. Snds: construction grade or better. Sawn lumber: No. 2 and better per WPA grading rules. Structural Glu-laminated beams: 2,400 (-) V4 per AITC. Plywood sheathing: C-D INT-APA with exterior glue. All metal framing anchors shown on drawings to be Simpson or approved equivalent. Nail, bolt or screw fasteners as per manufacturer's recommendations. All wood in contact with concrete to be Wolmanized treated for decay. All exterior walls and main cross-stud partitions shall be braced at each end, and every 25' per UBC Sec 2513(g), par 5.

TYPICAL DIAPHRAGM NAILING SCHEDULE: For plywood sheathing to wood framing: 8d nails at 6" o.c. at all panel edges, 8d nails at 12" o.c. at all interior panel supports. Refer to UBC section 25 and Table 25-Q for other nailing.

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

Section 07200 - Insulation
All insulation materials shall have a flame-spread rating of 25 maximum, and smoke density of 450 maximum when tested per UBC Std 42-1 (UBC Sec 1712).

Section 07900 - Sealants
Provide continuous silicone sealant around interior and exterior of all windows, doors, and wall openings.

DIVISION 9 - FINISHES

Section 09000 - General Requirements
All interior finishes to meet Class III flame spread rating in accordance with Chapter 42, UBC requirements.

Section 10250 - Fire fighting devices
Install fire extinguishers (FD) per NFPA 10 (2A10BC minimum). Provide one fire extinguisher adjacent to each building entrance.

DIVISION 15 - MECHANICAL

Section 15400 - Plumbing
WASTE: All floor drains to be primed and vented. Provide a sewer clean-out inside building wall near connection of drain and sewer or outside of building at lower end of drain, extend to grade (UPC, Sec. 406). Floor drains to be vented with minimum 1 1/2" vent (UPC, Chap 4). Horizontal distance from trap arm to vent shall meet UPC Table 7-1.

DIVISION 16 - ELECTRICAL

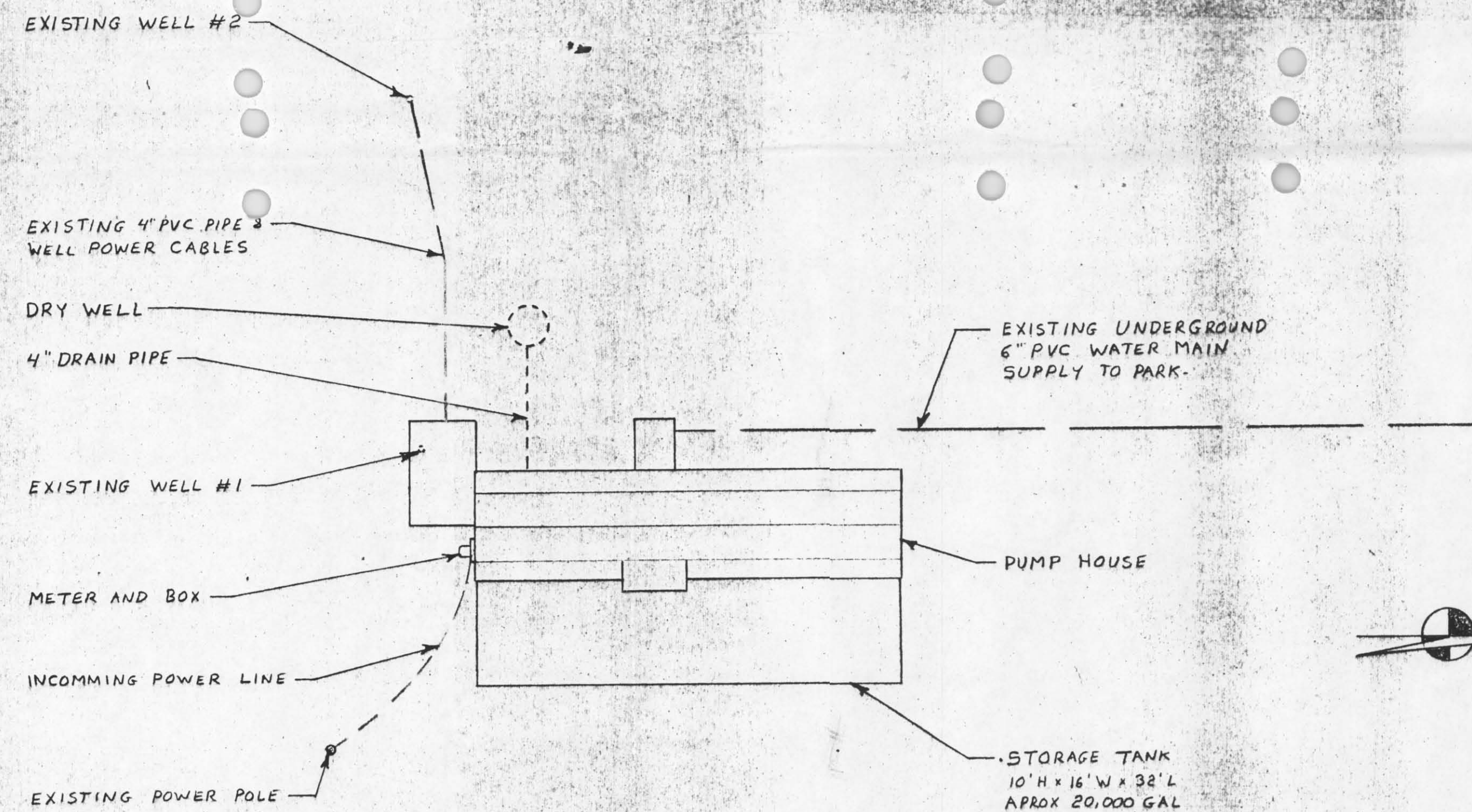
Section 16000 - General Electrical Requirements
Perform all work in accordance with National Electric Code, NBFU, strict accordance with the Department of Labor and Industries, State code and all local ordinances. Electrical contractor shall obtain and pay for all permits and inspection fees required for his work. Test all wiring for continuity and grounds, and run a megger test on circuits. Provide grounding in accordance with Article 250 NEC. All outside surfaces of conduits and couplings to be zinc-coated. EMT to meet rigid conduit requirements. PVC conduit schedule 40 to be provided in earth and concrete - no EMT allowed. Provide typewritten panel schedule. Electrical contractor to figure load requirements, layout, etc., and coordinate with local utility company and the Department of Labor and Industries. Outlet boxes on opposite sides of walls or partitions shall be separated by a horizontal distance of 24".

GENERAL NOTES

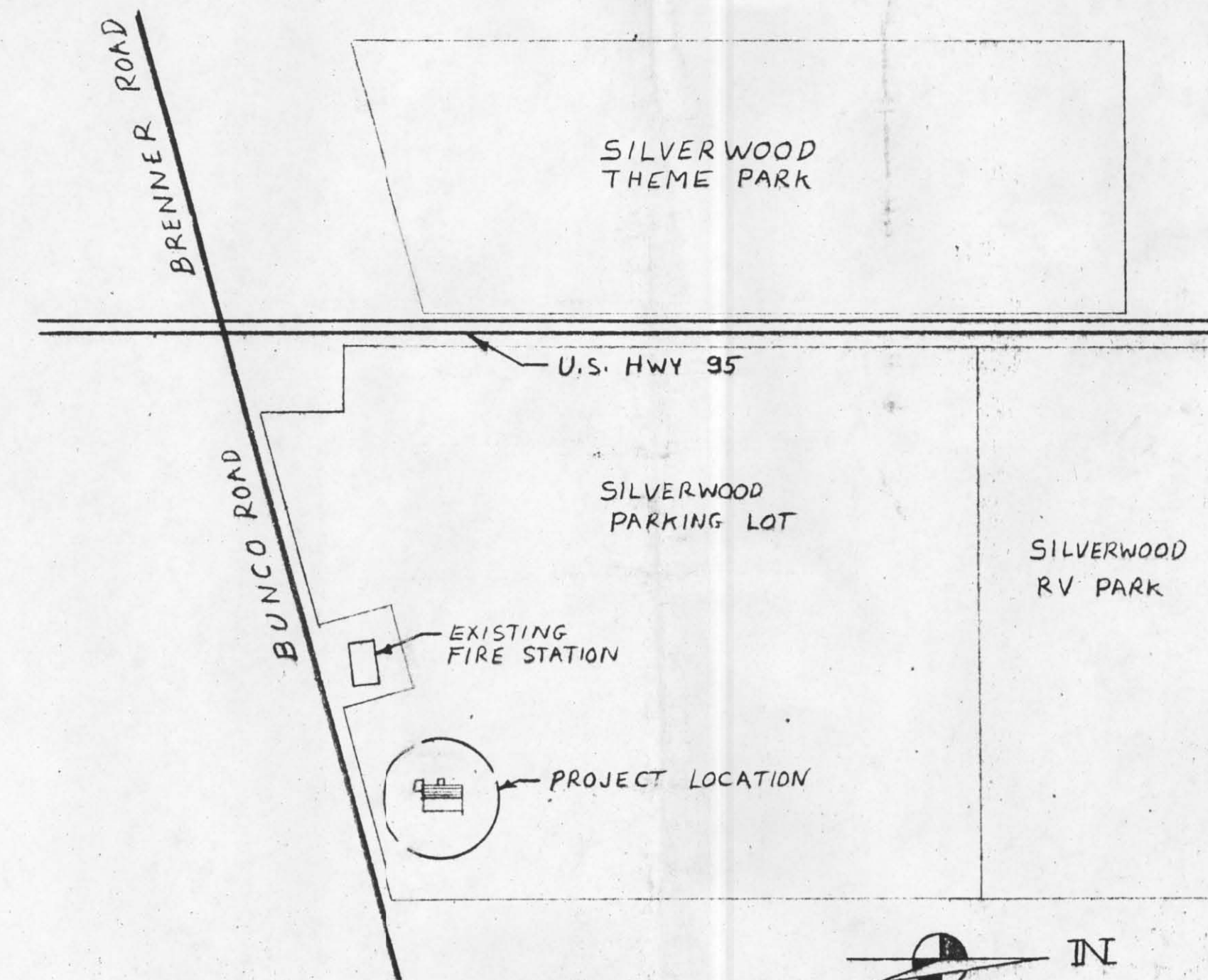
- CONCRETE FOR THE FLOOR AND FOOTINGS SHALL BE 5 SACK MIX MINIMUM. CONCRETE FOR THE WALLS AND ROOF SLAB SHALL YIELD 4500 PSI AT 28 DAYS, SHALL HAVE 4% ENTRAINED AIR AND NOT TO EXCEED 6 INCH SLUMP. CONCRETE SHALL BE CONSOLIDATED IN THE FORMS BY RODDING OR VIBRATING.
- REINFORCING STEEL SHALL BE DEFORMED BARS MEETING A.S.T.M. A-615 OR A-432. SPLICES REQUIRE CONTINUOUS BAR LAP OF 32 BAR DIAMETERS.
- ALL SNAPTIE HOLES ON EACH SIDE OF WALLS SHALL BE PLUGGED WITH NON-SHRINK GROUT AND FINISHED SMOOTH.
- IN ADDITION TO THE ABOVE, REINFORCED CONCRETE PLACING AND CURING SHALL CONFORM TO PROVISIONS OF IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION SECTION 700.
- IT IS RECOMMENDED THAT THE EXTERIOR WALLS BE SEALED WITH AN ASPHALT EMULSION WHERE EARTH BACKFILL WILL BE IN CONTACT.
- NO EARTH BACKFILL SHALL BE PLACED AGAINST THE RESERVOIR WALLS UNTIL THE ROOF SLAB HAS CURED FOR AT LEAST 7 DAYS. BACKFILL SHALL BE BROUGHT UP IN UNIFORM HORIZONTAL LIFTS NOT TO EXCEED 2 FEET DEPTH.
- THE RESERVOIR SHALL BE DISINFECTED BEFORE BEING PLACED IN SERVICE. THE RECOMMENDED PROCEDURE IS METHOD 2, SECTION 5, A.W.W.A. D-102.

PROJECT:
PUMP
HOUSE
BUNCO
ROAD

SILVERWOOD
THEME PARK



PUMP HOUSE PLOT PLAN
SCALE 1/8" = 1'-0"



VICINITY MAP
NO SCALE

DATE: 3-23-91
DRAWN BY: SD-5
DATE PRINTED:



APPROVED



David L. Johnson
Structural Details of Landmark
Reservoir

SHEET: 2

TOWNSHIP						
6	5	4	3	2	1	
7	8	9	10	11	12	
16	17	18	15	14	13	
19	20	21	22	23	24	
30	29	28	27	26	25	
31	32	33	34	35	36	

2 1 NW 1/4 NE 1/4 NE 1/4 NE 1/4

NW 2

3 4 SW 1/4 NE 1/4 SE 1/4 NE 1/4

36 40 Ac

160 Ac

SW 1/4 SE 1/4

2 1 3

3 1 4

10 Ac

A diagram illustrating the structure of a parcel number. It shows a series of nested boxes representing different levels of land division. From left to right, the levels are: Ownership Parcel No. (Last three digits), Block No. (10th & 11th digits), Subdivision No. (12th & 13th digits), Section No. (14th & 15th digits), Quarter (16th digit), Section No. (7th digit), Section No. (5th & 6th digits), and Township No. (1st & 2nd digits). The boxes are arranged in a descending staircase pattern, with each level's box starting further to the right and ending further to the left than the previous level's box.

OWNERSHIP PARCEL NO.
(LAST THREE DIGITS)

BLOCK NO.
(10th & 11th DIGITS)

SUBDIVISION NO.
(12th & 13th DIGITS)

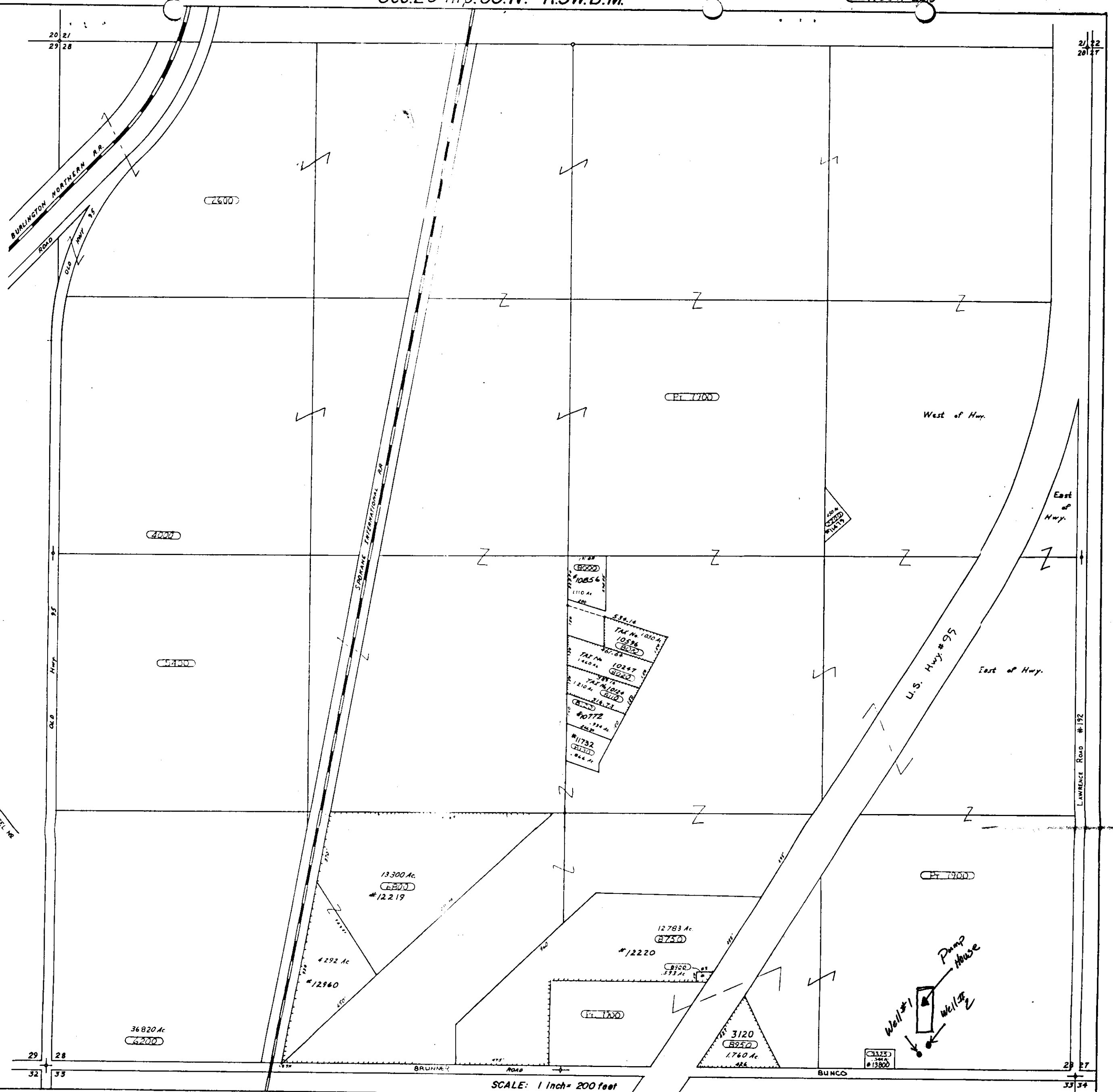
SECTION NO.
(14th & 15th DIGITS)

QUARTER
(16th DIGIT)

SECTION NO.
(7th DIGIT)

SECTION NO.
(5th & 6th DIGITS)

TOWNSHIP NO.
(1st & 2nd DIGITS)

[illegible]

THEORETICAL PUMP EFFICIENCY CALCULATIONS

FILE: 96-08593

DATE: 28-AUG-96

COMPLETE BY: HERMAN

HORSEPOWER = 25

PUMP EFFICIENCY = 70%

DYNAMIC LIFT = 340 FEET

SYSTEM PRESSURE = 50 PSI

QUANTITY = 0.34 CFS

MICROFILMED

189 1 1 1997

THEORETICAL PUMP EFFICIENCY CALCULATIONS

FILE: 96-08593

DATE: 28-AUG-96

COMPLETE BY: HERMAN

HORSEPOWER = 40

PUMP EFFICIENCY = 70%

DYNAMIC LIFT = 328 FEET

SYSTEM PRESSURE = 50 PSI

QUANTITY = 0.55 CFS

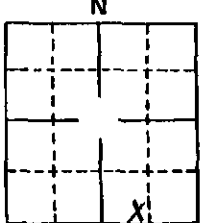
MICROFILMED

JAN 10 1997

(Operator) TIM VOLKING.

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.

WELL OWNER Name <u>Silverwood</u> Address <u>Cathlamet Idaho</u> Owner's Permit No. <u>96-90-N-23-001</u>		7. WATER LEVEL Static water level <u>328</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 _____ <i>Describe artesian or temperature zones below.</i>	
NATURE OF WORK ☐ New well ☐ Deepened ☒ Replacement ~ ☐ Well diameter increase ☐ Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)		8. WELL TEST DATA ☐ Pump ☐ Bailer ☒ Air ☐ Other _____	
PROPOSED USE ☒ Domestic ☒ Irrigation ☐ Test ☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection ☐ Other _____ (specify type) _____		Discharge G.P.M. <u>100 +</u> Pumping Level _____ Hours Pumped <u>4</u>	
METHOD DRILLED ☒ Rotary ☒ Air ☐ Hydraulic ☐ Reverse rotary ☐ Cable ☐ Dug ☐ Other _____		9. LITHOLOGIC LOG Bore Diam. Depth From To Material Water Yes No <u>10</u> <u>0</u> <u>2</u> TOP SOIL X <u>9</u> <u>2</u> <u>235</u> CLAY SAND & GRAVEL X <u>9</u> <u>235</u> <u>245</u> BOULDERS (3") X <u>245</u> <u>325</u> CLAY SAND & GRAVEL X <u>325</u> <u>345</u> GRAVEL & WATER X <u>345</u> <u>365</u> DECOMPOSED GRANITE X	
WELL CONSTRUCTION Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____ Thickness Diameter From To <u>.250</u> inches <u>8</u> inches + <u>2</u> feet <u>361</u> feet ____ inches _____ inches _____ feet _____ feet ____ inches _____ inches _____ feet _____ feet ____ inches _____ inches _____ feet _____ feet Was casing drive shoe used? ☒ Yes ☐ No Was a packer or seal used? ☐ Yes ☒ No Perforated? ☒ Yes ☐ No How perforated? ☐ Factory ☒ Knife ☐ Torch ☐ Gun Size of perforation <u>1</u> inches by <u>1/4</u> inches Number From To <u>640</u> perforations <u>328</u> feet <u>350</u> feet _____ perforations _____ feet _____ feet _____ perforations _____ feet _____ feet 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>20</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 _____		RECEIVED AUG 03 1990 NORTHERN REGION IDWR MICROFILMED JAN 10 1997	
LOCATION OF WELL Sketch map location must agree with written location.  Subdivision Name <u>PACIFIC POWER</u> Lot No. _____ Block No. _____ County <u>Kootenai</u> SW ¼ SE ¼ Sec. <u>28</u> , T. <u>53</u> N ☒ R. <u>3</u> E ☐ S ☐ W ☒		10. Work started <u>2 18 90</u> finished _____	
		11. DRILLERS CERTIFICATION <u>de</u> I/We certify that all minimum well construction standards were complied with at the time the rig was removed. Firm Name <u>H2O well service</u> Firm No. <u>448</u> Address <u>Hayden Idaho</u> Date <u>8-1-90</u> Signed by (Firm Official) <u>[Signature]</u> and (Operator) <u>Russell Paul</u>	

**ANALYSIS SHEET
FOR
PROOF OF BENEFICIAL USE**

Permit No. 96-08593 Reviewed by [Signature] Date 5-15-95

GENERAL CONSIDERATIONS

TYPES OF USE

yes Name same as permit?
yes Address same as permit?
yes Proof timely received? Correct Uses? yes
If not, complete calculation below.

SOURCE OF WATER

 Surface water source
✓ Ground water source
yes Drilling permit required?
no Copy in the file? Drilling Permit No. 96-90-11-0023
100.00 Amount paid for permit yes Correct?
no Well log in the file?

LICENSE EXAMINATION FEE

MEASURING DEVICE

yes Required?
100.00 Amount Submitted
yes Correct?
no Required?
1 Installed?
 Waiver requested?

PRIORITY CALCULATION

Date proof received	<u> </u>	<u> </u>
Date proof due	<u> </u>	<u> </u>
No. of days late	<u> </u>	<u> </u>
Priority Date	<u> </u>	<u> </u>
New Priority Date	<u> </u>	<u> </u>

DEFICIENCIES OR ACTION ITEMS

Proof acceptable

DATA ENTRY

New Address X Proof Made 5-8-95

May 16, 1995

SILVERWOOD, INC.
N. 26225 HWY. 95
ATHOL ID 83801

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 96-08593

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water.

If you have questions concerning this matter, please feel free to contact the NORTHERN Regional Office in Coeur D' Alene at (208) 769-1450.

Sincerely,

JULIE L. YARBROUGH
Senior Secretary

c: IDWR - Region

RECEIVED
MAY 31 1995



May 2, 1995

Attn: Julie L. Yarbrough
Senior Secretary
State of Idaho
Department of Water Resources
P. O. Box 83720
Boise, Idaho 83720-0098

Re: Permit No. 96-08593

Dear Julie:

In accordance with our telephone conversation this date, please find enclosed an executed copy of Proof of Beneficial Use for the above Permit number, together with our check in the sum of \$100.00.

Please advise if anything further is needed.

Sincerely,

A handwritten signature in cursive script, which appears to read 'Jane A. Thompson'.

Jane A. Thompson
Administrative Assistant

Encl.

RECEIVED
MAY 11 1995

April 30, 1995

SILVERWOOD, INC.
N. 26225 HWY. 95
ATHOL ID 83801

PROOF DUE NOTICE

RE: PERMIT NO. 96-08593

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before July 1, 1995.

(See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

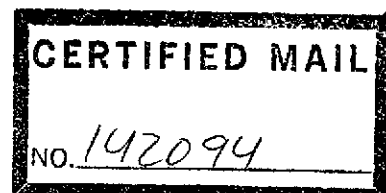
Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

SINCERELY,

JULIE L. YARBROUGH
Senior Secretary

Enclosures

RECEIVED
MAY 31 1995



S T A T E O F I D A H O

DEPARTMENT OF WATER RESOURCES

Statehouse
Boise, Idaho 83720
(208) 327-7900
July 27, 1990

SILVERWOOD, INC.
N. 26225 HWY. 95
ATHOL, ID 83801

PERMIT APPROVAL NOTICE

RE: PERMIT NO. P96-08593

Dear Permit Holder:

Enclosed is a copy of your approved application for permit. We direct your attention to the conditions of approval on the final page.

Section 42-235, Idaho Code, requires that a "drilling permit" must be obtained from the department for all wells constructed after July 1, 1987. A drilling permit is a separate permit that must be issued in addition to your permit to appropriate water. Commencement of well construction or diversion of water under your permit to appropriate water is prohibited unless a drilling permit is obtained.

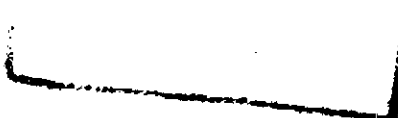
Please be advised that water quality is subject to regulations of the Idaho Department of Health and Welfare. We suggest that you check with them before starting construction.

Please note the requirement that as a permit holder you must commence the excavation or construction of diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The enclosed blue card must be completed and returned to this office as soon as you commence construction, no later than one year from the date the permit was approved.

We have enclosed a form entitled "Instructions for Proof of

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JUL 31 1990



Beneficial Use". Please read the instructions carefully since you must take further action to develop this permit into a license.

Sincerely,

GARY SPACKMAN, Supervisor
Water Right Permits Section

GS: SC
Enclosures

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JUL 31 1990

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPROPRIATION APPLICATION ANALYSIS SHEET

INITIAL REVIEW BY: TDK DATE: 4/3/90 APPLICATION NUMBER: 96-8593

APPLICANT: SILVERWOOD

REQUIRED INFORMATION

- TDK (1). ☒ Name & Address: (If applicant is a corporation or partnership, names must be provided for the director, officers, and other partners.)
- (2). ☒ Source: (See USGS Quad for names of water sources)
- (3). ☒ Point of Diversion including county: (spring/10 ac., Subd. lot & block)
- (4). ☒ Quantity: (flow and/or volume)
- ☒ Nature of proposed use: (Include description of use)
- ☒ Period of use:
- (5). ☒ Total Quantity: (flow and/or volume)
- (6). ☒ Description of diverting works:
- (7). ☒ Time required for beneficial use of water:
- (8). ☒ Proposed uses:
- (9). ☒ Place of use or acres irrigated:
- (10). ☒ Other Water Rights:
- (11). ☒ Ownership:
- (13). ☒ Map:
- ADK ☒ Signature: (signator title required for corp., partnership, etc)
- ADK ☒ Fee: (Amount, receipt number and date recorded on application)
- ☒ Acknowledgement Letter:
- ☒ Overlap Review: Attachment ? (Y) ☒ (N) ☒
- (Describe source & relationship to present application in remarks).

ADDITIONAL INFORMATION

YES NO

- ☒ Field check required: Field check by: _____
- ☒ Field report attached:
- ☒ Critical groundwater area:
- ☒ Groundwater management area:
- ☒ Send dam safety information:
- ☒ Send power requirement letter:
- ☒ Send fish farm requirement letter:
- ☒ Power residency affidavit:
- ☒ Power efficiency form:
- ☒ Within trust water boundry: (Attach Trust Water Supp. Analysis Sheet.)
- ☒ Diversion greater than 5 cfs or 500 af: (If yes, attach supplementary analysis sheet.)

PROCESSING

YES NO

- ☒ In form for advertising:
- ☒ Statewide advertising: (10.00 or more cfs.)

Send Copies To

YES NO

- ☒ I.D. Health and Welfare
- ☒ I.D. Fish and Game
- ☒ I.D. Lands
- ☒ Adjudication Bureau

YES NO

- ☒ U.S. BLM
- ☒ U.S. Forest Svc.
- ☒ Water District # _____
- ☒ Other _____

RECEIVED
JUL 05 1990

Department of Water Resources

RECEIVED
MAY 10 1990

Department of Water Resources

FOLLOWING INFORMATION REQUESTED FROM APPLICANT

Item

Date Requested

1, 13

4/3/90

FINAL REGIONAL PROCESSING REVIEW

YES NO

☒ Additional information received:

☒ Notice of pending void order issued: Final date of order response. _____

☒ Affidavit of publication received:

☒ Application published correctly: If not, record action taken.

Paper advertised on wrong dates.

☒ Publication dates and paper recorded on application:

☒ Protests received, Final date for protest 5/7/90

☒ Recommendations attached:

☒ Measuring device required:

☒ Measuring port required: Flow Task Force Memo

☒ Water delivered by water master? District # _____

☒ Special conditions of approval or cover letter: (see additional info. below)

Recommended Date of Priority 4/5/90 ✓

Recommended by: TDK PMA

Date 5/8/90

STATE OFFICE REVIEW P23, P10, ~~P11~~, P17. 46 26 ~~28~~

See remarks for additional information. By KW

Date ~~5-21-90~~
7-23-90

REMARKS

IN ADDITION TO 96-07093

Allow 5 yrs. to develop as requested

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

(late proof)
License of Water Right No. 96-7093 Priority August 12, 1972 Amount 0.10 cfs

THIS IS TO CERTIFY, that AERODROME WATER ASSOCIATION
of Coeur d'Alene, Idaho, has complied with the terms and conditions of Permit
No. 96-7093 issued pursuant to Application for Permit dated June 27, 1972
and has submitted proof to the Department of Water Resources on September 16, 1977
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 0.10 cfs of water from a groundwater source
tributary to _____, and that the permit holder has applied to a beneficial use an
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>0.10</u> cfs and	<u>8.4</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 0.10 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
8.4 acre feet per year, said waters to be diverted within the SW¹/₄ SE¹/₄, NW¹/₄ SE¹/₄, Sec. 28,
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	28													X	X	X		

Total number of acres irrigated _____

REMARKS:

Domestic use includes a cafe, airstrip hangar, & ~~households~~

JUL 31 1990

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 28 day of
February, 19 80.

Director

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Northern Region Office

1910 Northwest Blvd. * Suite 210 * Coeur d'Alene, Id. * 83814 * (208) 765-4639

Cecil D. Andrus
Governor

R. Keith Higginson
Director

April 18, 1990

Ms. Jane Thompson
Silverwood, Inc.
N. 26225 Highway 95
Athol, Id. 83801

Re: Permit # 95-08593

Dear Applicant:

The Idaho Department of Water Resources acknowledges receipt of your Application For Permit To appropriate the Public Waters Of The State Of Idaho and have assigned to it the above referenced number. To assist us in providing you with prompt, accurate service, please refer to this number in all future matters concerning this application. We have also received your filing fee in the amount of \$45.00 for which your Receipt #N-003648 is enclosed.

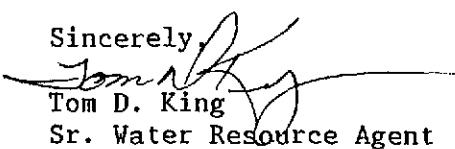
Your application is currently being prepared for advertising in the county newspaper. This advertisement will be published for two consecutive weeks followed by a waiting period of ten days to allow for the submittal of protests.

If the application is protested during this waiting period, you will be sent a copy of the protest and instructions to aid you in resolving the protest without a hearing. However all protests must be resolved before approval of the application can be made, so if the protestant does not voluntarily withdraw the protest, this department will conduct a conference and/or hearing on the matter.

If the application is not protested it will be forwarded to Boise, where departmental staff will conduct a more in depth review of the application, to determine if there is a need for further information that will facilitate the Directors decision on the application. You will be notified by mail of this decision.

If you have any questions or if I can be of any assistance please feel free to contact me at this office.

Sincerely,


Tom D. King
Sr. Water Resource Agent

Enc: Receipt

MICROFILMED

JUL 31 1990



State of Idaho

DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814 • (208) 765-4639

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

April 12, 1990

Idaho Divn. of Environment
2110 Ironwood Parkway, #101
Coeur d'Alene, Id. 83814

Re: 96-8593

Gentlemen:

Enclosed is a recent filing with this Department that may be of interest to your Agency.

Sincerely,

TOM D. KING
Sr. Water Resource Agent

Enclosure

MICROFILMED

JUL 31 1990



96-08593

SILVERWOOD, INC.
N. 26225 HWY. 95
ATHOL, ID 83801

Source: GROUNDWATER

Diversion Pt: SESE Sec 28 T 53N R 03W

Use: COMMERCIAL (.800 CFS)
Total Diversion: (.800 CFS)

Date Filed: 4/ 5/ 1990

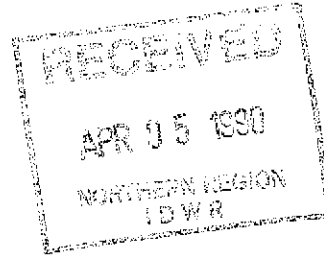
In: T53N R03W S28	SENE	NESE	NWSE	SWSE
	SESE			

MICROFILMED

JUL 31 1990



April 4, 1990



Mr. Tom King
Department of Water Resources
1910 Northwest Boulevard
Coeur d'Alene, Idaho 83814

Dear Mr. King:

Thanks so much for sending me a copy of the Aerodrome
Water Association Water Right License.

In accordance with your letter of April 3, 1990, I
am enclosing a list of names and addresses of the
corporate officers and their titles.

I have also signed the Application as the corporate
secretary.

Our check for \$45.00 for the filing fee is also
enclosed.

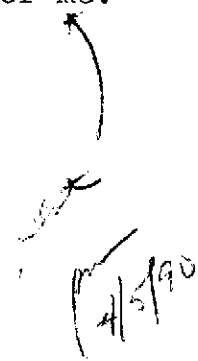
I did not find the well drilling permit form enclosed.
Could you please drop one in the mail for me.

Thank you for your help.

Sincerely,


Jane A. Thompson

Encls.



MICROFILMED
JUL 31 1990

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Northern Region Office

1910 Northwest Blvd. * Suite 210 * Coeur d'Alene, Id. * 83814 * (208) 765-4639

Cecil D. Andrus
Governor

R. Keith Higginson
Director

April 3, 1990

Ms. Jane Thompson
Silverwood, Inc.
N. 26225 Highway 95
Athol, Id. 83801

Re: Water Appropriation Application

Dear Applicant:

The Idaho Department of Water Resources has received your Application For Permit To Appropriate The Public Waters Of The State Of Idaho. However I regret to inform you that the application is not acceptable in its present form, so I am returning it to allow you to clarify / complete the following:

Item #1: You must provide this department with a list of names and address of the partners, board of directors, or other governing officials, as well as your title. and signed by an officer of the company. corporation.

Applications by corporations, companies of municipalities or other organizations must be signed by an officer of the corporation or company or and elected official of the municipality or an individual authorized by the organization to sign the application. The signator's title shall be shown with the signature.

The Application must be completed and returned to this office with a \$45.00 filing fee and any other information you deem appropriate within 30 days of the above date. Failure to communicate with this office within that time may result in the voiding of your application.

I have also enclosed a copy of license #95-07093 and the well drilling permit form you requested. If you have any questions or if I can be of any assistance please feel free to contact me at this office.

Sincerely,


Tom D. King
Sr. Water Resource Agent

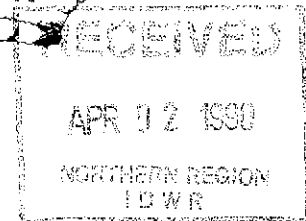
Enc: App.
Well pmt
Lic.

MICROFILMED

JUL 31 1990



March 30, 1990



Mr. Tom King
Department of Water Resources
1910 Northwest Boulevard
Coeur d'Alene, Idaho 83814

Dear Mr. King:

Pursuant to our telephone conversation of this date, I have filled out and am enclosing herewith Application for Permit to appropriate the public waters of the State of Idaho. A map is attached showing the point of diversion and the different areas to be served by the well.

Please bear in mind that, as we discussed, we would like to move this application along as quickly as possible, since our target date for opening is mid-June. As I told you, we were unaware of the necessity for filing for water rights, so we are a bit pressed for time.

Also, could you please send me an Application for Drilling Permit.

Thank you so much for your help in this matter.

Sincerely,


Jane A. Thompson

Encl.

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JUL 31 1990