

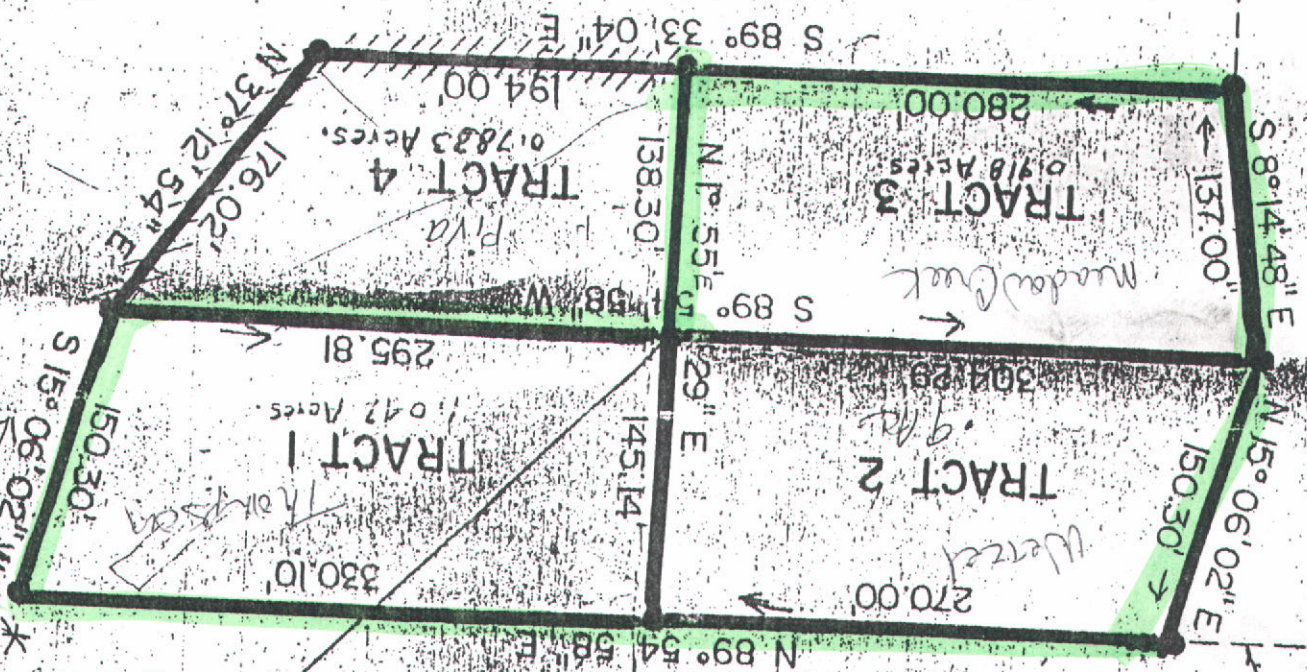
Department of Water Resources
Southern Region

PIVA SURVEY

4 CORNER
Cross Cap Located

S 89° 57' W
2632.86'

S 46° 28' 14" W
1509.97'



LEGEND

SECTION CORNER

Department of Water Resources
Southern Region

MAR 09 1999

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APR 09 1999

Stanley City Limits

Limits

S 89° 57' W

2632.86'

1 CORNER
ass Cap Located

Limits

46' 4"
S 46° 28' 14" W
1509.97'

N 89° 54' 58" E

270.00'

330.10'

TRACT 2

TRACT 1

1.042 Acres.

304.29'

295.81'

S 89° 54' 58" W

WELL
LOCATION

TRACT 3

0.918 Acres.

TRACT 4

0.7823 Acres.

280.00'

194.00'

S 89° 33' 04" E

176.02'
N 37° 12' 54" E

Stanley City Limits

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Department of Water Resources
Southern Region

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APR 09 1999

SECTION CORNER

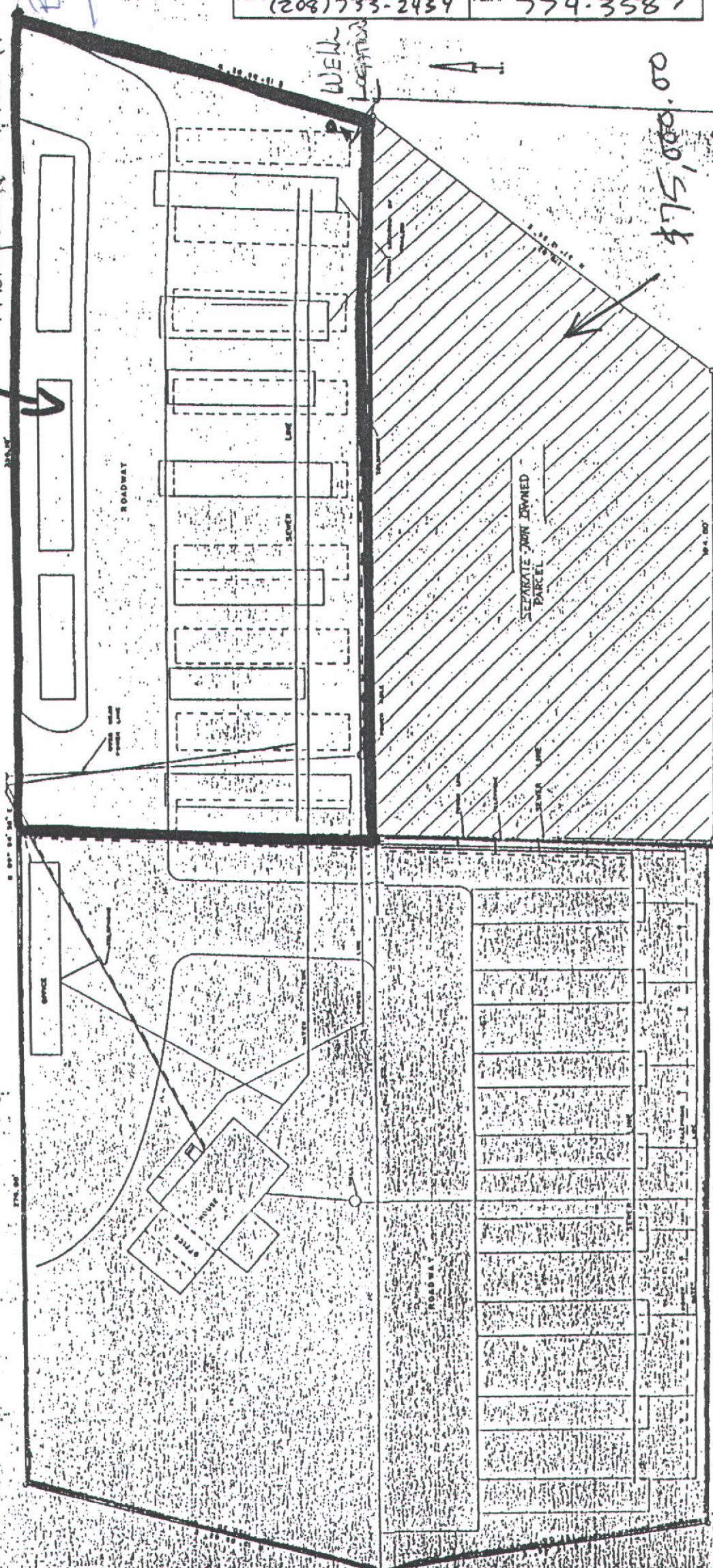
Stoney Hecla Tract One
1.042 Acres
\$120,000

cleared by
Bryan & Susan
Thompson

Thompson REAR, W & R

Post-It™ brand fax transmittal memo 571 # of pages 2

To Gateway R.V.	From NOEL SITTON
Co.	Co.
Dept.	Phone # 774-2205
Fax # (208) 733-2434	Fax # 774-3587



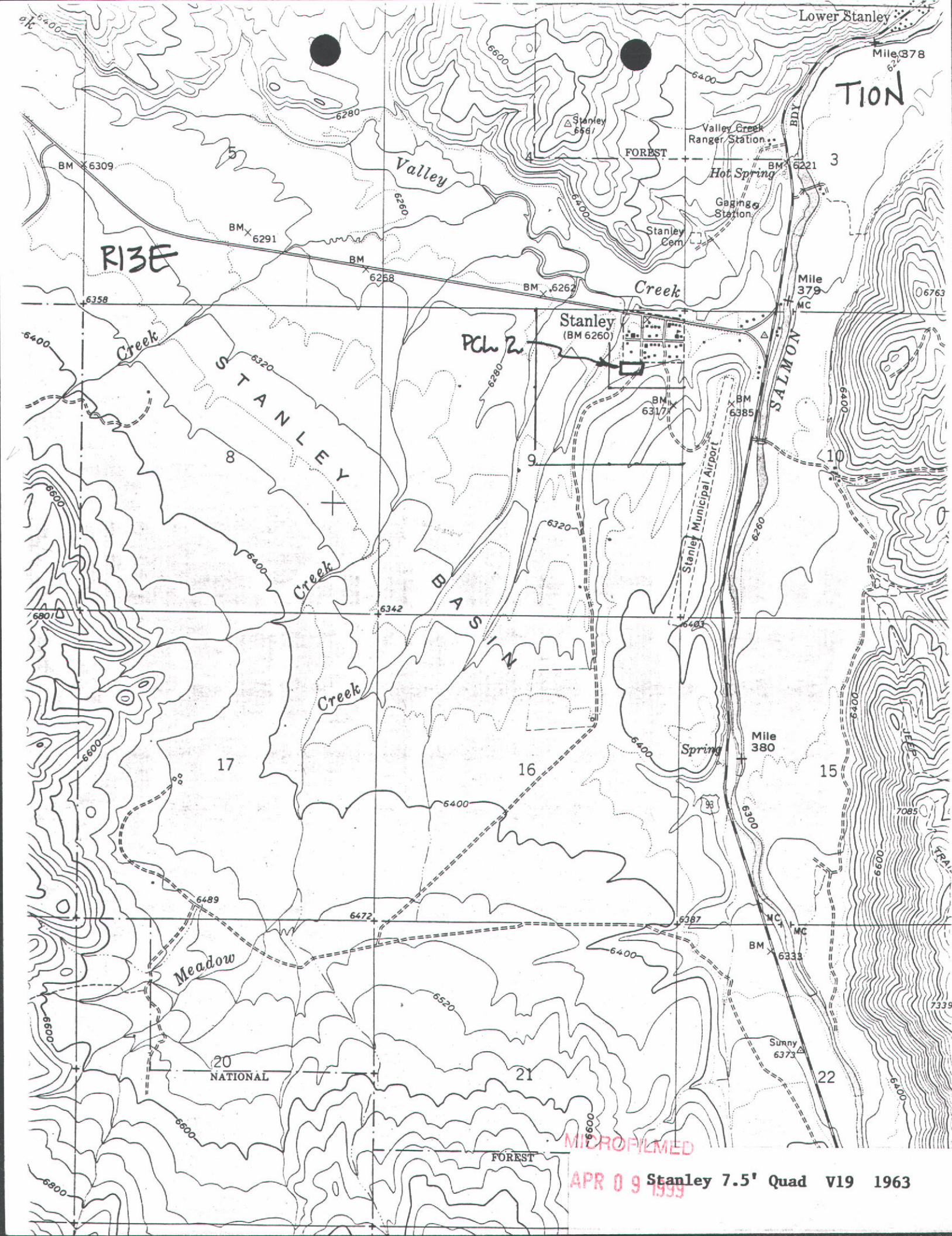
\$75,000.00

Department of Water Resources
Southern Region

SEP 01 1998

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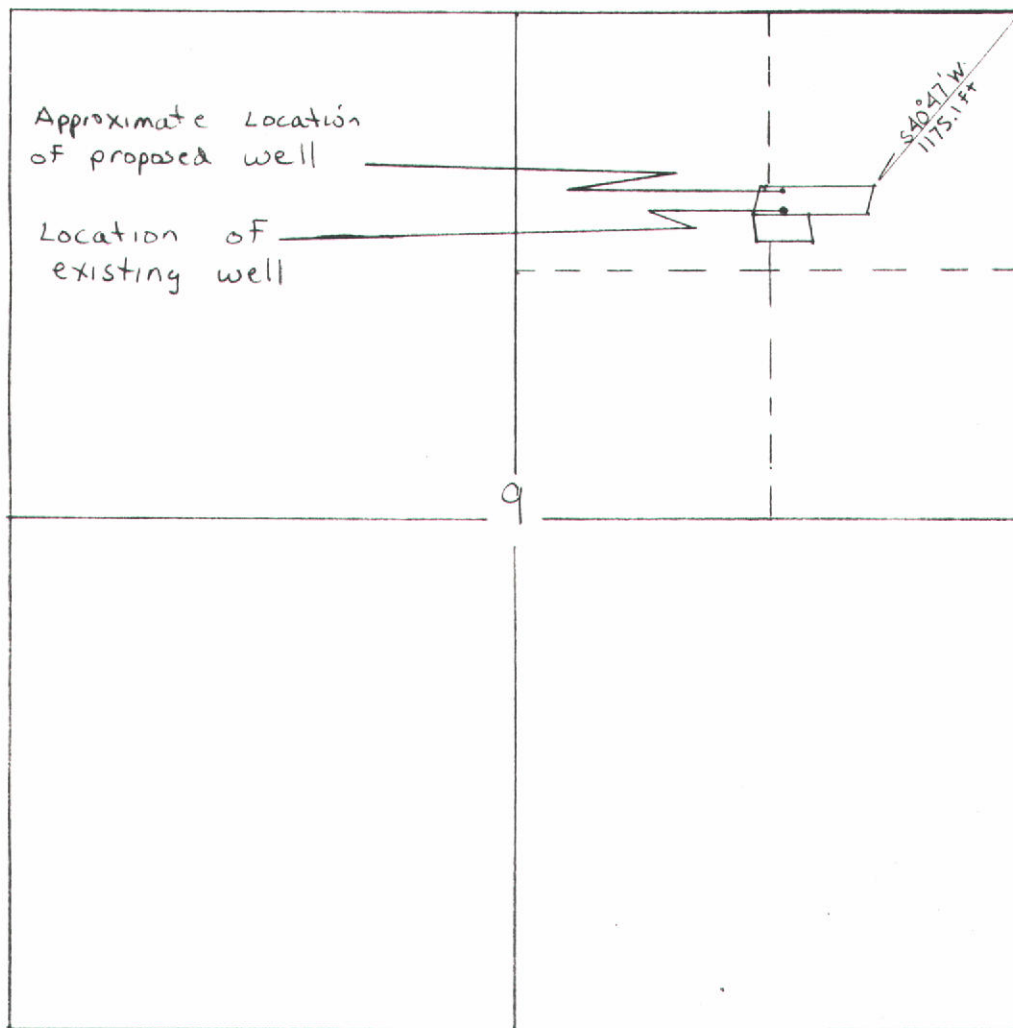
Piva Ranch



13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.

Sunbeam Mining Trailer Park Map

Tracts 1920 and 8114, Stanley Annex



Section 9, T10N, R13E, Boise Meridian

Scale: 1" = 1000'



RECORDED

MAR 16 1988

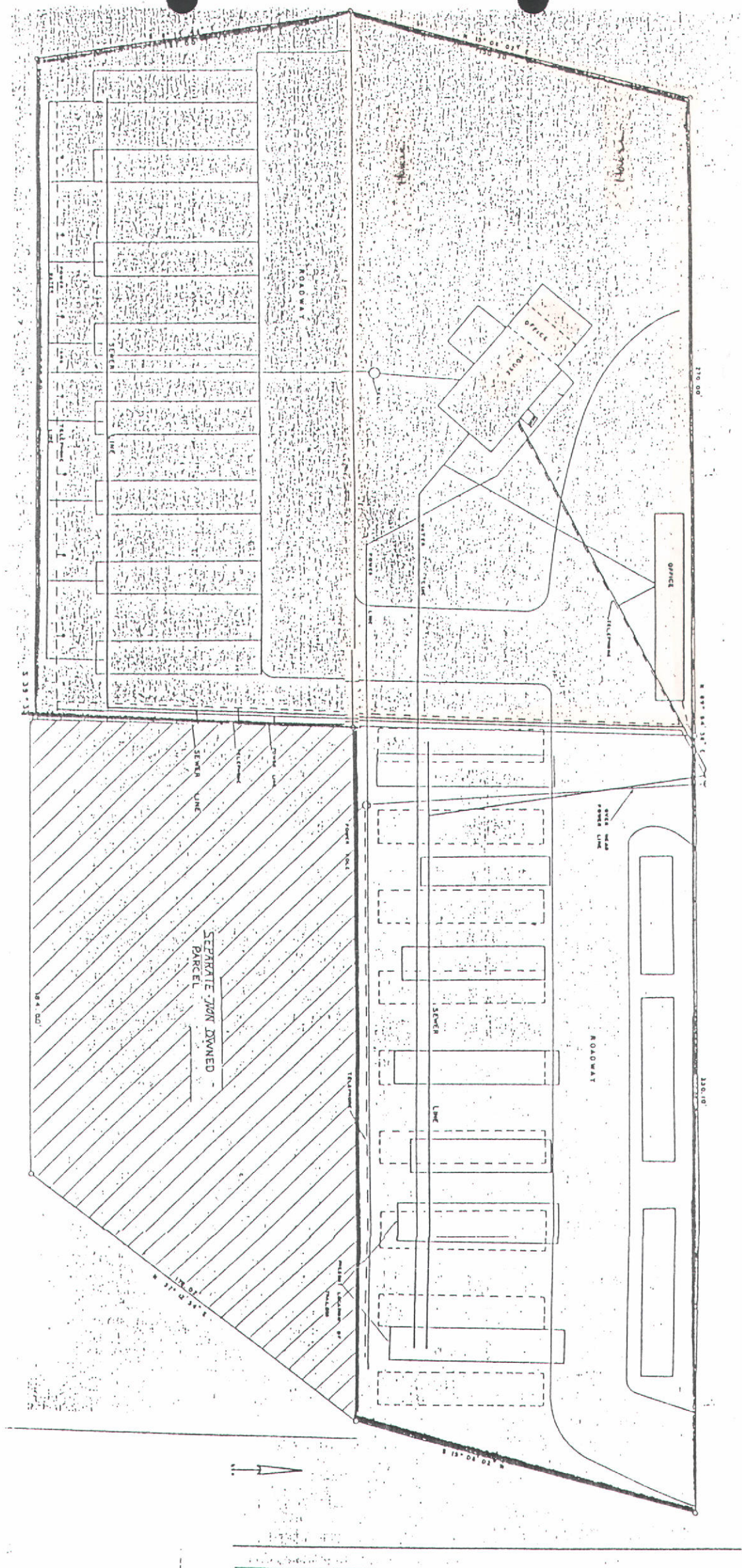
Scale: 2

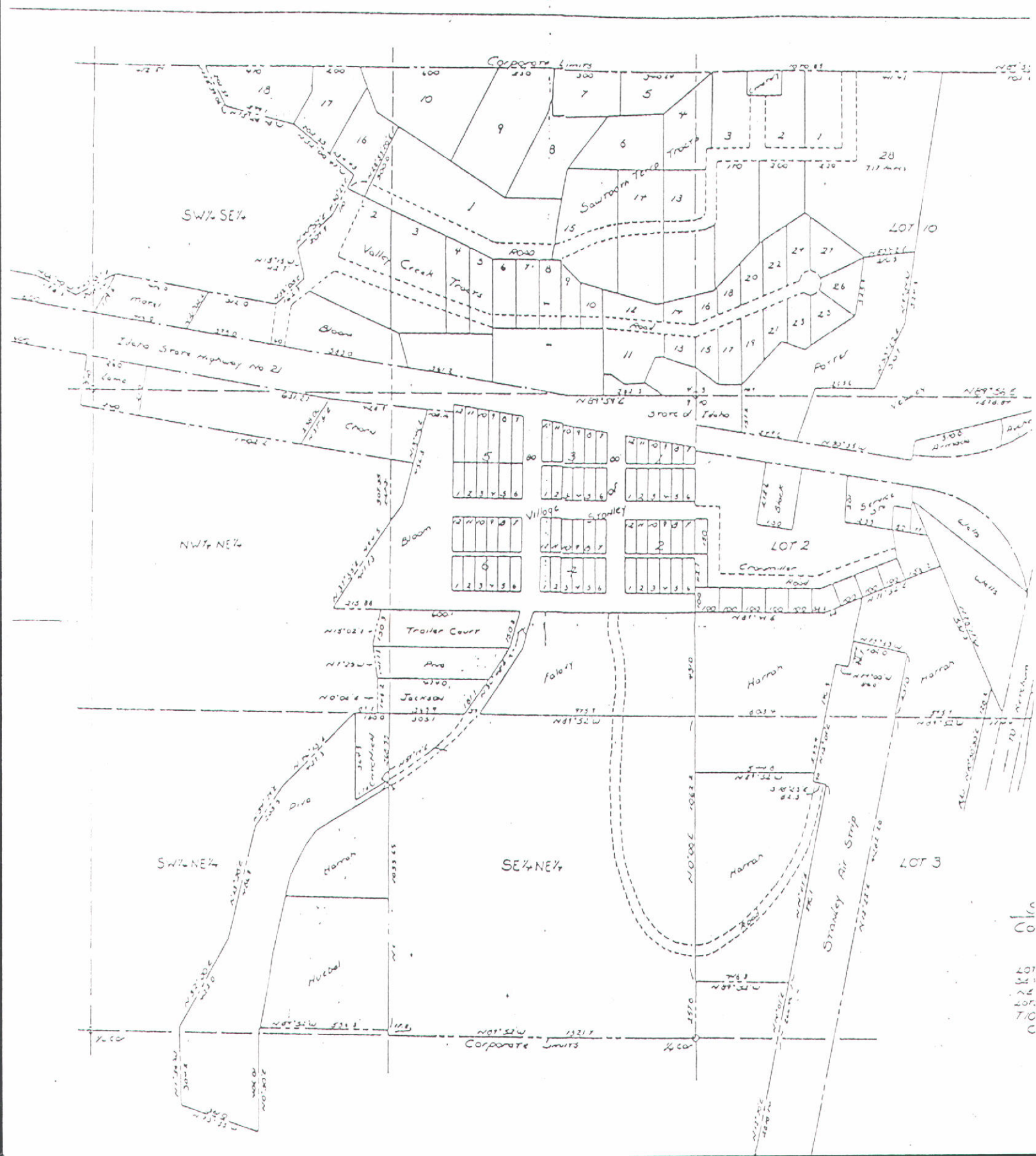
BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Allen F. White Jr.

(Applicant)

V.P. - Sec Sunbeam Mining

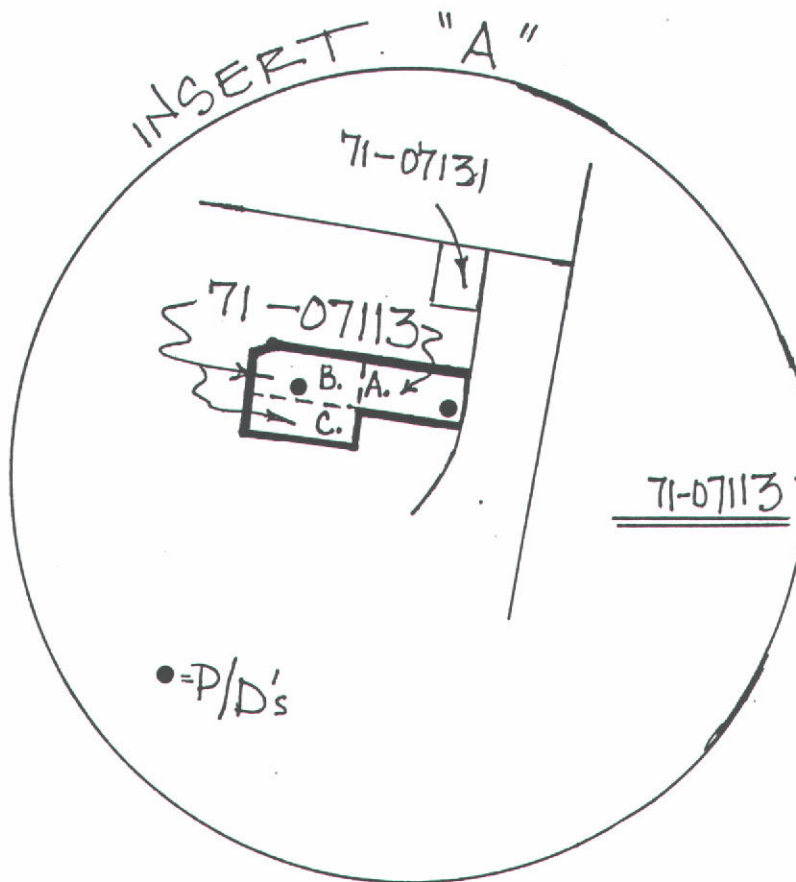
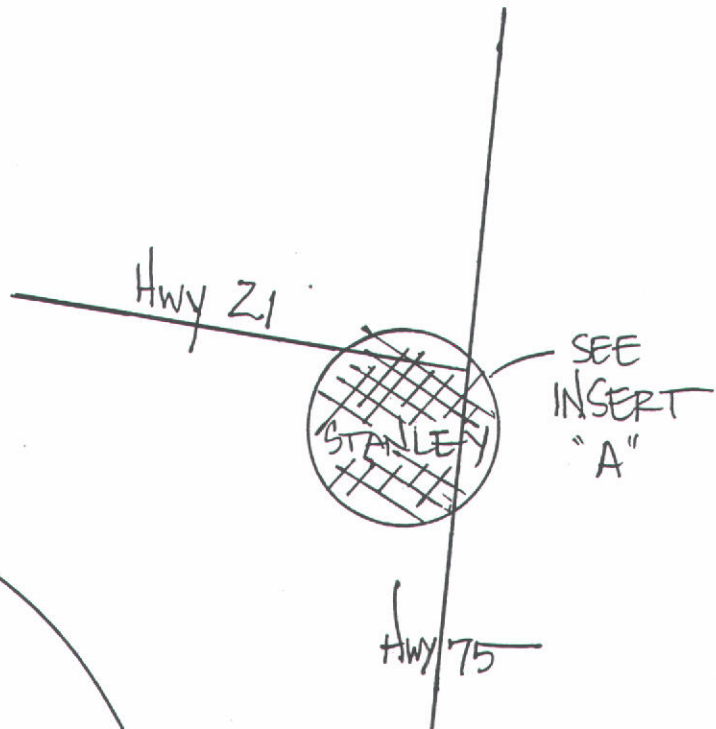




0/10
207
208
209
710
C

71-07131 Salmon Rvr. Emergency Clinic
licensed August 1992

NTS



71-07113

- A. BARRY & JUANITA THOMPSON
- B. JAMES & MICHELLE WETZEL
- C. SALMON RVR EMERGENCY CLINIC

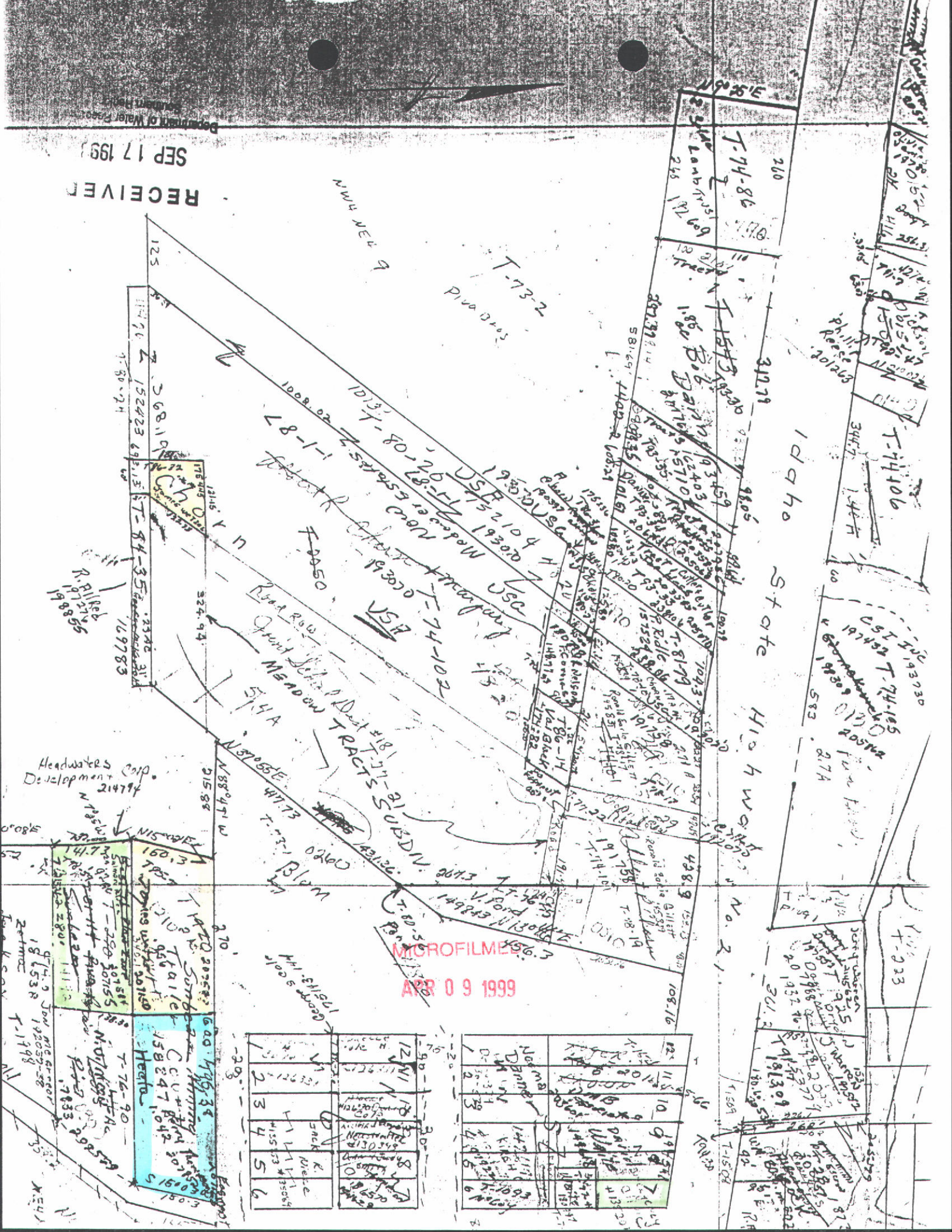
THOMPSON, BARRY & JUANITA

MICROFILMED 18 SEPT 1998

APR 09 1999

71—

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SEP 17 1991



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
JUL 21 1993

Department of Water Resources

A. GENERAL INFORMATION

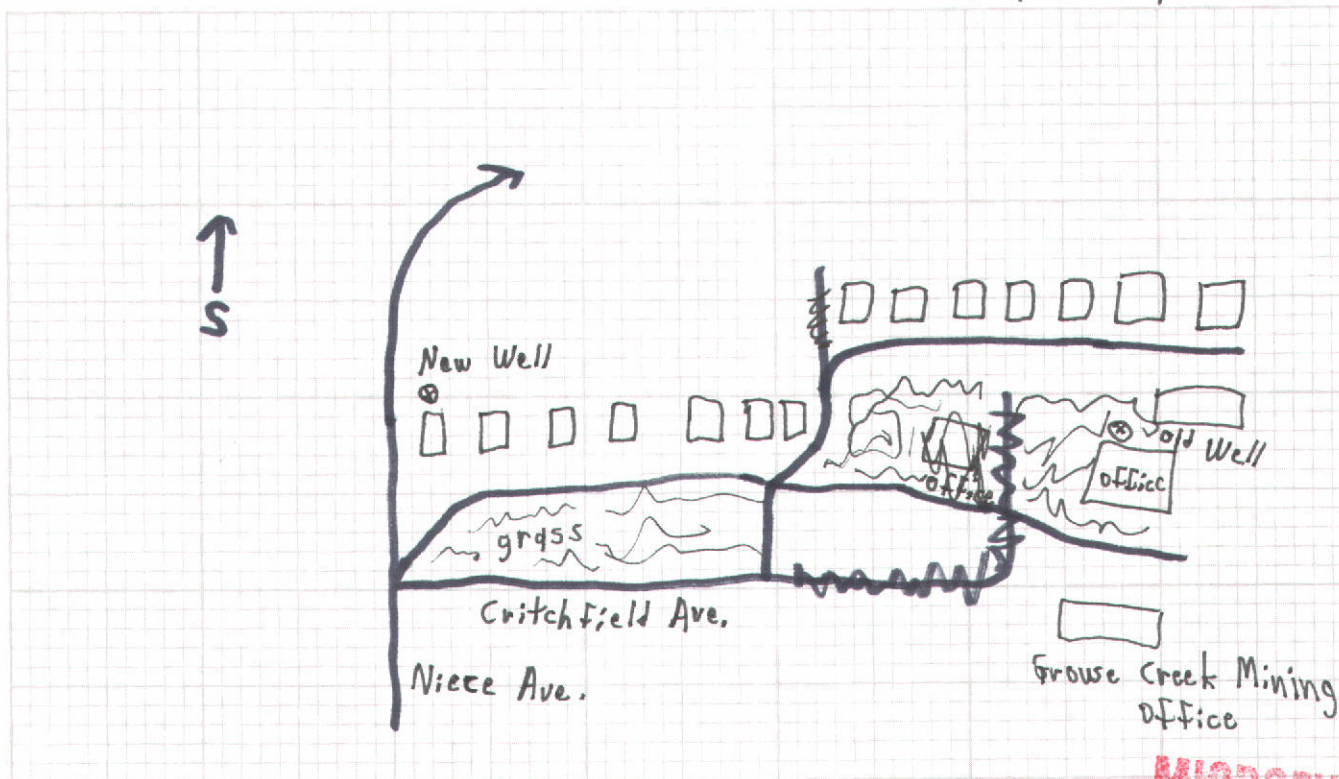
1. Owner: Hecly Mining Co. (Grouse Creek Project) Permit No. 71-7113
Current Address: P.O. Box 57, Stanley, ID 83278 Phone No. 774-2269
2. Accompanied by: Daniel Anderson per telecon EXAM. DATE: 8-15-91
Address: Same Phone No. _____
Relationship to Permit Holder: environmental engineer
3. Source: Groundwater tributary to _____

B. OVERLAP REVIEW

1. Other water rights with same place of use: _____
_____ ☐ Copies Attached
2. Other water rights with same point of diversion: _____
_____ ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached Not to Scale

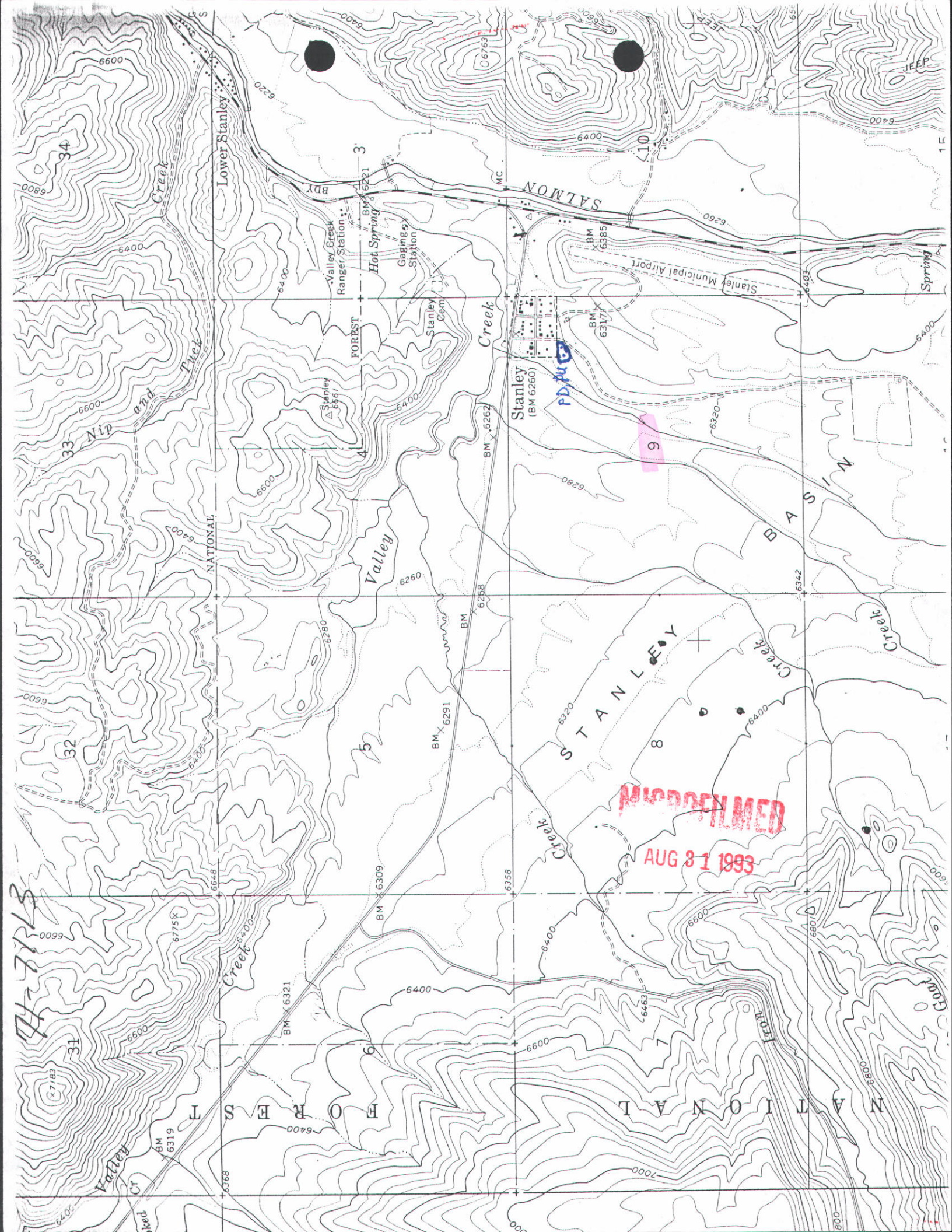


Scale: 1" = _____

2. ☒ Copy of U.S.G.S. 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 or more).
☒ Photo of Diversion and System Attached
(required for all but single household domestic groundwater, and stockwater).

INDEXED

AUG 31 1993



71-7113



Well Behind Office



Pink Area
Office In Background

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AUG 31 1993

71-7113



P/U



P/U incl. office lawn

MICROFILMED
AUG 31 1993

AFFIDAVIT OF PUBLICATION

State of Idaho, County of Custer, ss:

I, Margaret Parks

Publisher of the Challis Messenger,
a weekly newspaper, published at
Challis, Idaho, do solemnly swear
that the notice hereto attached and
made a part hereof, was published
in the regular and entire issue of
the Challis Messenger for 2

consecutive weeks, commencing with
the issue dated September 3

1987 and ending with the issued
dated September 10 1987

Margaret Parks

Subscribed and sworn to before
me this 16 day of Sept.
1987

Ethel M. Beck

Notary Public, residing at Challis,
Idaho. My commission expires on

3-21-92

NOT FILMED

MAR 16 1988

NOTICE OF APPLICATION
FOR WATER PERMIT

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

71-7113

Sunbeam Mining Corporation
P.O. Box 57; Stanley, ID 83278

Source: Groundwater

Diversion Pt.: SWNE, Sec. 9,
T10N, R13E, Custer County (also
known as Tracts 1920 & 81114 of the
Stanley Annex); 1/2 mile North & 1/2
mile East of Stanley.

Use: Domestic (0.70 CFS)

Date Filed: July 28, 1987

In: NENE, Sec. 9, T10N, R13E.

The permit (s) will be subject to
all prior water rights. Protests
must be filed with the Director,
Dept. of Water Resources,
Southern Region 2148 Fourth
Avenue East., Twin Falls, Idaho
83301 on or before September 21,
1987.

Norman C. Young, Acting Director
Published: September 3 & 10, 1987.

OK
MB
9/23/87

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SEP 21 1987

Department of Water Resources
Southern Region Office

**STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES**

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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MAR 09 1999

Department of Water Resources
Southern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

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MAR 11 1999

Department of Water Resources

1. Water Right No(s).: 11-07113
Adjudication Claim No(s).: _____
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant HEELA Mining Company
P.O. Box 517 - Stanley ID 83278
4. New Owner/Claimant(s) Meadow Creek Properties - Salmon River Emergency Clinic
New Mailing Address PO Box 129
City, State and ZIP Code Stanley Idaho 83278
New Telephone Number (208) 174-3565
5. Date you acquired the property 9-1-94
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages. 7 Home Sites - no well at this time. Water supplied by Wetzel Property adjacent to Meadow Creek.
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS 0.02 Number of homes 7 Other uses _____
pp 3-7-99
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Judith Greppole
Meadow Creek B. & L. Greppole
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

MICROFILMED

APR 03 1999

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.

2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.

3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.

4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.

5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.

6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.

8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

MICROFILMED
APR 8 9 1999

215262

WARRANTY DEED

GRANTOR, HEADWATERS DEVELOPMENT CORPORATION, an Idaho corporation, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell and convey unto SALMON RIVER EMERGENCY CLINIC, as GRANTEE, and to Grantee's heirs and assigns forever, all of the following described real estate, located in Stanley, County of Custer, Idaho

A part of the Stanley Townsite and Northeast Quarter of Section 9, Township 10 North, Range 13 East, Boise Meridian, Custer County, Idaho.

MAR 11 1999

Department of Water Resources

Beginning at a point which is South 46°28'14" West, 1509.97 feet from the Northeast corner of Section 9;

RECEIVED

MAR 09 1999

Department of Water Resources
Southern Region

Thence South 89°54'58" West, 304.29 feet
Thence South 8°14'48" East, 137.00 feet
Thence South 89°33'04" East, 280.00 feet
Thence North 1°55'29" East, 138.30 feet
more or less to the POINT OF BEGINNING.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

Grantor warrants to the Grantee, and its successors in title, that Grantor has not created or permitted to be created any lien, charge or encumbrance against said real estate which is not shown herein, and Grantor covenants that it will defend said premises to the extent of the warranties made herein against the lawful claims of all person.

IN WITNESS WHEREOF, Grantor has hereunto caused the deed to be executed in its corporate name and its corporate seal affixed this 10th day of February, 1998.

Headwaters Development Corporation

By:


Joseph Procksh, PresidentMICROFILMED
APR 09 1999

215262

STATE OF IDAHO)
 County of Lemhi) Ss.

On this 25th day of February, 1998, before me, a Notary Public, personally appeared Joseph Procksh, known or identified to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.



[Signature]
 Notary Public for Idaho
 Residing at: Reuberg, Id.
 My Commission Expires: 6-9-98

215262
 Custer County Reg. of
East Central Idaho
Planning + Development
 Time 11:25A .M.
3-2 1998
 Ethel M Peck, Clerk
Wendy Murphy
 Deputy
\$6⁰⁰

RECORDED - LMLL
 APR 3 3 1998

Salmon River Emergency Clinic

Box 129

Stanley, Idaho 83278

Board of Directors

Judy Archbald 774-3566
P O Box 191
Stanley, ID 83278

Gary Gadwa 774-3321
P O Box 50
Stanley, ID 83278

Dave Kimpton 774-3386
P O Box 32
Stanley, ID 83278

Ann Legg 774-2200
P O Box 24
Stanley, ID 83278

Jack See 774-3326
P O Box 9
Stanley, ID 83278

Jack Stands 774-3484
P O Box 86
Stanley, ID 83278

Michelle Wetzel 774-3330
P O Box 167
Stanley, ID 83278

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Department of Water Resources

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Department of Water Resources
Southern Region

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SEP 04 1999

**STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES**

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

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Department of Water Resources
Southern Region

RECEIVED

MAR 11 1999

Department of Water Resources

1. Water Right No(s).: 71-07113
Adjudication Claim No(s).: _____
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant HECLA Mining Company
P.O. Box 51 - Stanley Id 83278
4. New Owner/Claimant(s) Jim and Michelle Wetzel
New Mailing Address P.O. Box 167
City, State and ZIP Code Stanley Idaho 83278
New Telephone Number (208) 974-3330
5. Date you acquired the property 8-1-94
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate 0.02 Number and type of stock 5 Horses

Diversion rate in CFS 0.02 Number of homes 5 Other uses Wetzel's have 5 sites & supply water to 7 Meadow Creek Homes

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s) Michelle Wetzel

(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

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APR 04 1999

INSTRUCTIONS

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Boise, ID 83705-5082
(208) 334-2190
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

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MAR 11 1999

Department of Water Resources

Order No 19997

CORPORATION
WARRANTY DEED

RECEIVED

MAR 09 1999

Department of Water Resources
Southern Region

FOR VALUE RECEIVED,

Hecia Mining Company, formerly known as Sunbeam Mining Corporation, an Idaho corporation

a corporation duly organized and existing under the laws of the State of Delaware, does hereby GRANT, BARGAIN, SELL and CONVEY unto

Michelle M. Wetzel and James R. Wetzel, wife and husband

GRANTEE whose address is P.O. Box 167, Stanley, ID 83278

the following described real property in Custer County, Idaho, to wit

A part of the Stanley Townsite and Northeast Quarter of Section 9, Township 10 North, Range 13 East, Boise Meridian, Custer County, Idaho.

The true point of beginning is located South 46°28'14" West 1509.97 feet from the Northeast corner of Section 9:

Thence South 89°54'58" West 304.29 feet;

Thence North 15°08'02" East 160.30 feet;

Thence North 89°54'58" East 270.00 feet;

Thence South 1°55'29" West 145.14 feet more or less to the point of beginning.

Grantor hereby reserves a right of way easement for ingress and egress, through, over and across and for the benefit of the above described property which right of way easement is more particularly described as follows:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject To Taxes, easements, restrictions and encumbrances of record

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises, that they are free from all encumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its Vice President and its Assistant Secretary

Dated August 9, 1994

Hecia Mining Company

Michael B. White
VICE PRESIDENT

ATTEST
[Signature]
ASSISTANT SECRETARY

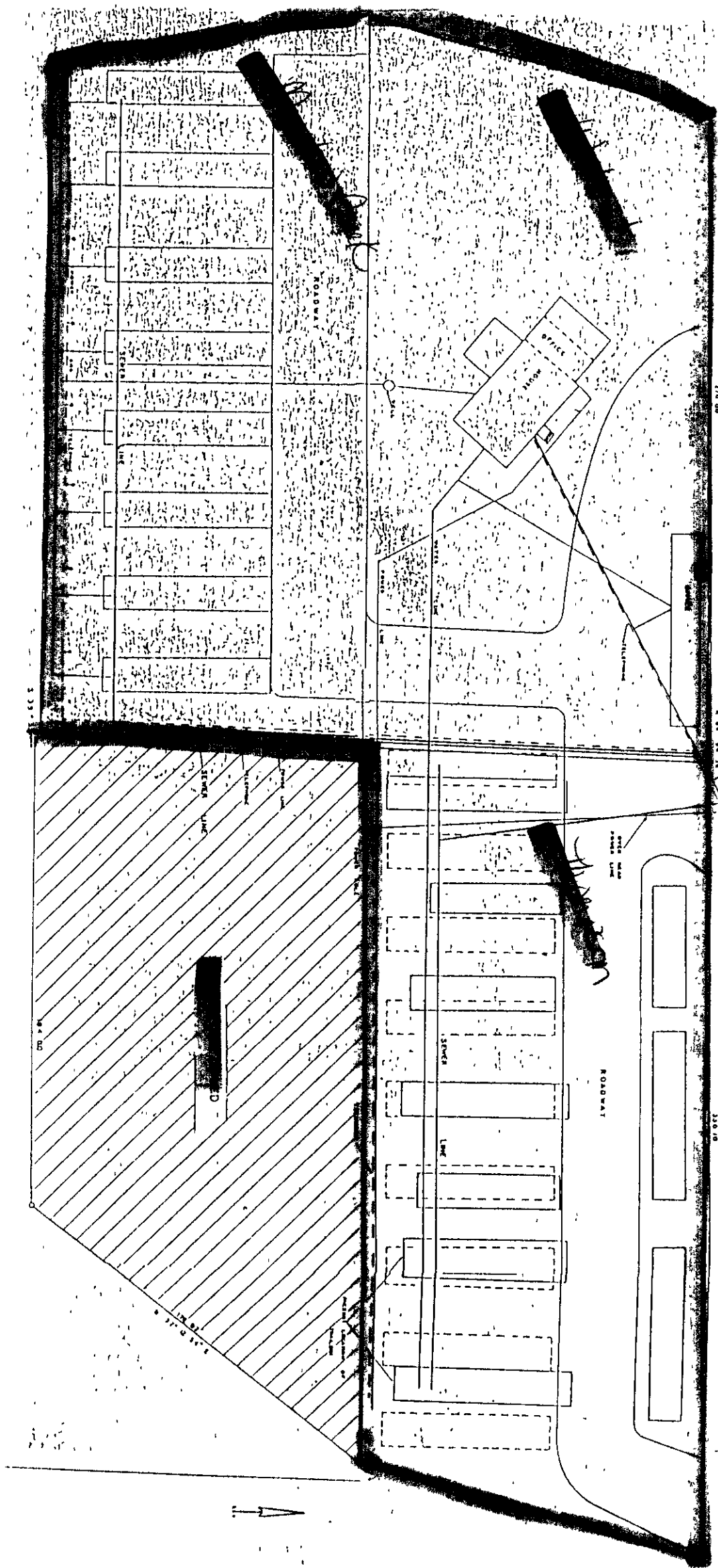
State of
Idaho

On August 9, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael B. White and N.K. Adams personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as Vice President and Assistant Secretary on behalf of Hecia Mining Company, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors

WITNESS my hand and official seal
[Signature]
Notary Public
Residing At Coeur d'Alene
Commission Expires 1997

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MAR 09 1999



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MAR 09 1999

Department of Water Resources
Southern Region

PIVA SURVEY

4 CORNER
pass Cap Located

2632.86

S 89° 57' W

S 46° 28' 14" W
1509.97'

TRACT 1
0.47 Acres
320.10'
150.30'
S 15° 06' 02" E

TRACT 2
0.9 Ac.
270.00'
150.30'
N 89° 54' 56" E

TRACT 3
0.178 Acres
138.30'
S 89° 33' 04" E

TRACT 4
0.7823 Acres
176.02'
N 37° 12' 54" E

Stanley City Limits

LEGEND

SECTION CORNER

Department of Water Resources
Southern Region

MAR 09 1999

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ready claim

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

SEP 01 1998

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.Department of Water Resources
Southern Region

1. Water Right No(s).: 71-07113 RECEIVED
Adjudication Claim No(s).: SEP 04 1998
2. The following REQUIRED information must be submitted with this form: Department of Water Resources
- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
- B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
- OR
- C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant GOOSE CREEK MINING, INC.
P.O. Box 57 STANLEY ID 83278
4. New Owner/Claimant(s) BARRY L. OR JUANITA THOMPSON
New Mailing Address P.O. Box 3
City, State and ZIP Code STANLEY, ID 83278
New Telephone Number (208) 774-3200
5. Date you acquired the property Nov. 28, 1994
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
- Number of acres you irrigate 1/2 Number and type of stock N/A
CFS 1060
- Diversion rate in CFS 14.10 AFS Number of homes 7 MH Other uses 4 R.V.'S
- If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) [Signature]
[Signature]
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

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SEP 04 1998

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.

2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.

3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.

4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.

5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.

6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.

8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190
IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450
IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

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APR 03 1997

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED,

Hecla Mining Company, a Delaware Corporation Who Merged With Sunbeam Mining Corporation, an Idaho Corporation, January 19, 1994

a corporation duly organized and existing under the laws of the State of Idaho, does hereby GRANT, BARGAIN, SELL and CONVEY unto

Barry L. Thompson and Juanita R. Thompson, husband and wife

GRANTEE whose address is 1590 Princeton Dr., Twin Falls, ID 83301

the following described real property in Custer County, Idaho, to wit

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Subject To Taxes, easements, restrictions and encumbrances of record

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises, that they are free from all encumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its Secretary

Dated November 22, 1994

Hecla Mining Company, a Delaware Corporation Who Merged With Sunbeam Mining Corporation, an Idaho Corporation, January 19, 1994

Michael B. White
Michael B. White, VICE PRESIDENT

ATTEST
N.K. Adams
N.K. Adams
Assistant Secretary

State of Idaho

County of

On this 22nd day of NOVEMBER, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared N.K. Adams and Michael B. White personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as Vice President and Assistant Secretary on behalf of Hecla Mining Company, a Delaware Corporation Who Merged With Sunbeam Mining Corporation, an Idaho Corporation, January 19, 1994, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors

WITNESS my hand and official seal

Lynne R. Jensen
Notary Public
Residing At Coeur D'Alene
Commission Expires 10/19/2000
STATE OF IDAHO

RECEIVED
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SEP 21 1998
APR 19 1999

Department of Water Resources
Southern Region



DEED OF TRUST

(Participation)

THIS DEED OF TRUST, made this 28th day of November

19 94 , by and between Barry L. Thompson and Juanita R. Thompson, husband and wife

hereinafter referred to as "Grantor," whose address is 1590 Princeton Drive, Twin Falls, Idaho 83301

Parcel 1: TitleFact, Inc.

Parcel 2: American Land Title Company

hereinafter referred to as "Trustee," whose address is (1) 163 Fourth Avenue North, Twin Falls, Idaho 83303
(2) PO Box 1169, Salmon, Idaho 83467

First Security Bank of Idaho, N.A.

hereinafter referred to as "Beneficiary," who maintains an office and place of business at

102 Main Avenue South, Twin Falls, Idaho 83301

in participation with the Small Business Administration, an agency of the United States.

WITNESSETH, that for and in consideration of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby bargain, sell, grant, assign, and convey unto the Trustee, his successors and assigns, all of the following described property situated and being in the County of _____, State of _____

See Attachment for Parcel 1 and Parcel 2 Legal Descriptions

Together with and including all buildings, all fixtures, including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the Trustor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, and the rents, issues, and profits of the above described property. To have and to hold the same unto the Trustee, and the successors in interest of the Trustee, forever, in fee simple or such other estate, if any, as is stated herein trust, to secure the payment of a promissory note of this date, in the principal sum of \$109,200.00, dated 11/28/94; maturity date (20) Twenty years from date thereof;

signed by Barry L. Thompson and Juanita R. Thompson

in behalf of N/A

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SEP 01 1998

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APR 03 1999
(1)

Department of Water Resources
Southern Region

9. In the event the Grantor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charge to the property hereinabove described, the Beneficiary is hereby authorized to pay the same and any sum so paid by the Beneficiary shall be added to and become a part of the principal amount of the indebtedness evidenced by said promissory note. If the Grantor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing and executing this Deed of Trust, then this Deed of Trust shall be canceled and surrendered.

10. The Grantor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the lawful claims of all persons whomsoever.

11. For better security of the indebtedness hereby secured the Grantor, upon the request of the Beneficiary, its successors or assigns, shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired after the date hereof (all in form satisfactory to Grantee). Furthermore, should Grantor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, Grantor hereby agrees to permit Beneficiary to cure such default, but Beneficiary is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

12. That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Beneficiary, who may apply the same to payment of the installments last due under said note, and the Beneficiary is hereby authorized, in the name of the Grantor, to execute and deliver valid acquittances thereof and to appeal from any such award.

13. The irrevocable right to appoint a substitute trustee or trustees is hereby expressly granted to the Beneficiary, his successors or assigns, to be exercised at any time hereafter without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment. The Grantor and the Trustee herein named or that may hereinafter be substituted hereunder expressly waive notice of the exercise of this right as well as any requirement or application to any court for the removal, appointment or substitution of any trustee hereunder.

14. Notice of the exercise of any option granted herein to the Beneficiary or to the holder of the note secured hereby is not required to be given the Grantor, the Grantor having hereby waived such notice.

15. If more than one person joins in the execution of this instrument as Grantor or if anyone so joined be of the feminine sex, the pronouns and relative words used herein shall be read as if written in the plural or feminine, respectively, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any assignee or transferee thereof whether by operation of law or otherwise. The covenants herein contained shall bind and the rights herein granted or conveyed shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

16. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

17. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

IN WITNESS WHEREOF, the Grantor has executed this instrument and the Trustee and Beneficiary have accepted the delivery of this instrument as of the day and year aforesaid.

x *Barry L. Thompson*
Barry L. Thompson

x *Juanita R. Thompson*
Juanita R. Thompson

Executed and delivered in the presence of the following witnesses:

Sarahma Reed

David J. Godfrey

(Add Appropriate Acknowledgment)

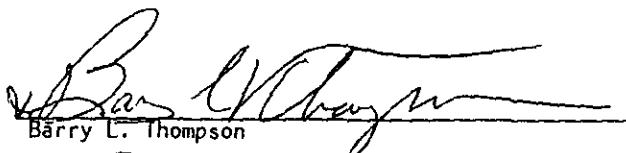
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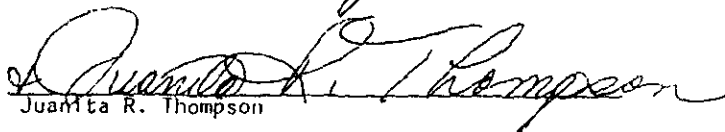
(5) APR 09 1979

PARCEL No. 2

A PART OF THE STANLEY TOWNSITE AND NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, ALSO KNOWN AS TRACT 1 OF THE PIVA SURVEY RECORDED JUNE 25, 1981, AS INSTRUMENT NO. 158702.

THE TRUE POINT OF BEGINNING IS LOCATED SOUTH 46 DEGREES 28' 14" WEST 1509.97 FEET FROM THE NORTHEAST CORNER OF SECTION 9;
THENCE NORTH 1 DEGREE 55' 29" EAST 145.14 FEET;
THENCE NORTH 89 DEGREES 54' 58" EAST 330.10 FEET;
THENCE SOUTH 15 DEGREES 06' 02" WEST 150.30 FEET;
THENCE SOUTH 89 DEGREES 54' 58" WEST 295.81 FEET MORE OR LESS TO THE POINT OF BEGINNING.


Barry L. Thompson


Juanita R. Thompson

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SEP 01 1998

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SEP 01 1998

Department of Water Resources
Southern Region

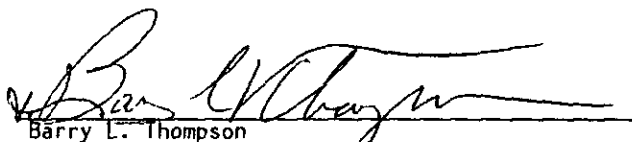
PARCEL No. 1

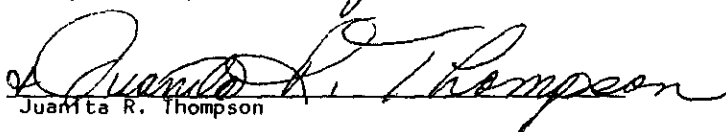
Lot 8, Block 1, HANSING AND WILLS SUBDIVISION, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 9 of Plats, page 25, records of Twin Falls County, Idaho.

PARCEL No. 2

A PART OF THE STANLEY TOWNSITE AND NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 10 NORTH, RANGE 13 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, ALSO KNOWN AS TRACT 1 OF THE PIVA SURVEY RECORDED JUNE 25, 1981, AS INSTRUMENT NO. 158702.

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THENCE NORTH 89 DEGREES 54' 58" EAST 330.10 FEET;
THENCE SOUTH 15 DEGREES 06' 02" WEST 150.30 FEET;
THENCE SOUTH 89 DEGREES 54' 58" WEST 295.81 FEET MORE OR LESS TO THE POINT OF BEGINNING.


Barry L. Thompson


Juanita R. Thompson

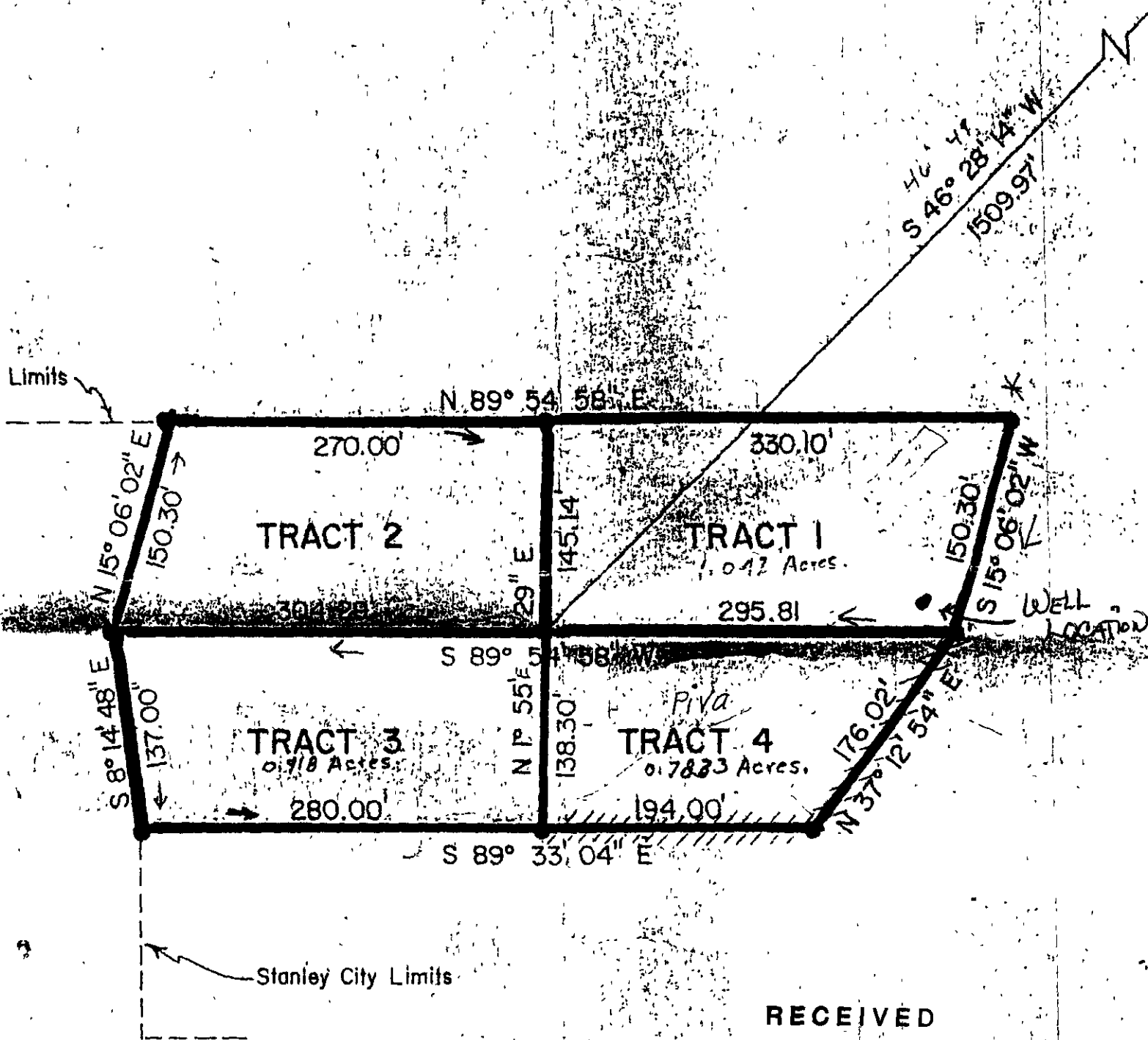
WILL

1989

S 89° 57' W
2632.86'

4 CORNER
ass Cap Located

Limits



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SEP 01 1998

Department of Water Resources
Southern Region

LEGEND

SECTION CORNER

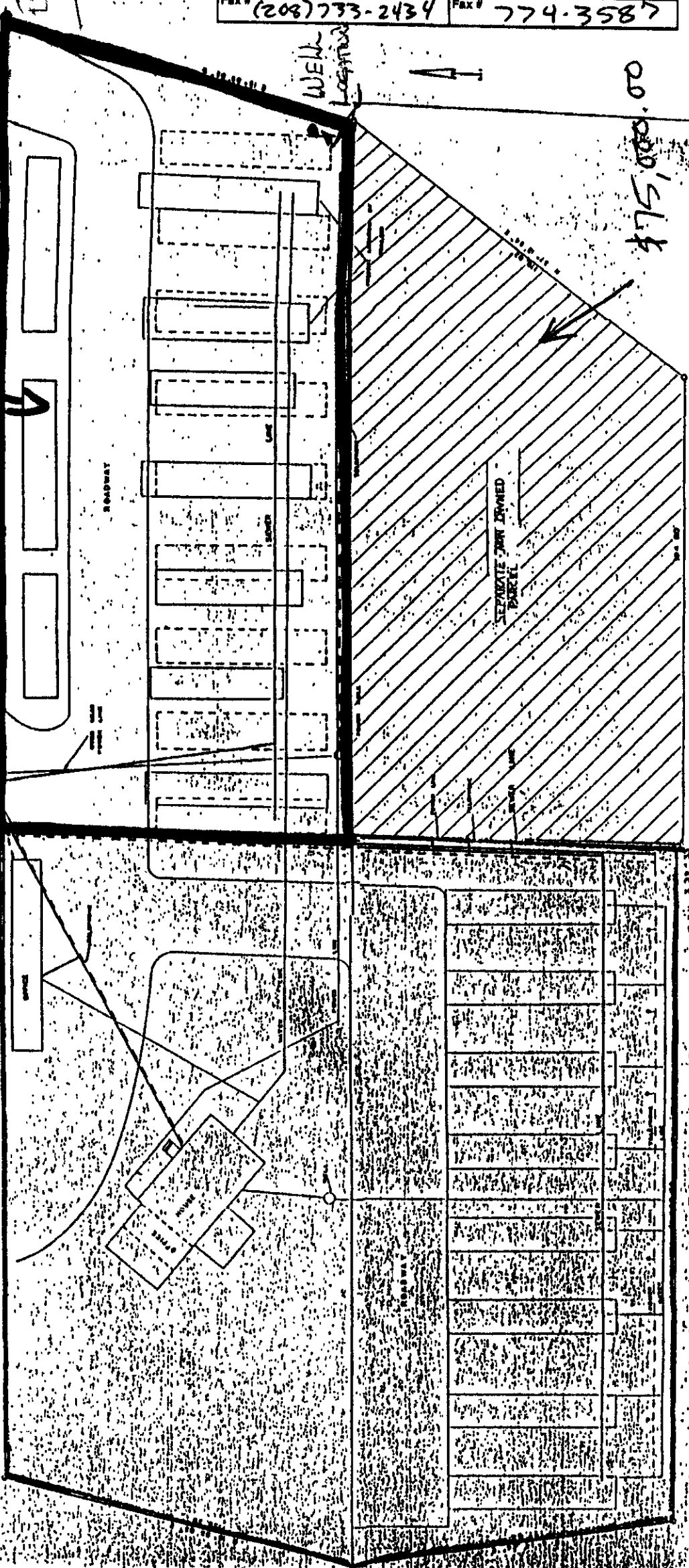
Stoney Heels Tract One
1.042 acres
\$120,000

Thompson Peak MHP

checked by
D. H. J. J. J. J.
Thompson

Post-It™ brand fax transmittal mer 371 # of pages 2

To Gateway R.V.	From NOEL SITTON
Co.	Co.
Dept.	Phone # 774-2205
Fax # (208) 733-2434	Fax # 774-3587



\$75,000.00

Piva Ranch

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SEP 01 1998
Department of Water Resources
Southern Region

RECEIVED

SEP 01 1998

Department of Water Resources
Southern Region

198240

MORTGAGE

February 19, 1991

KNOW ALL MEN BY THESE PRESENTS: That ~~CRUISE CREEK~~
~~MINE INC.~~, an Idaho corporation having its office at P.O.
Box 57, Stanley, Idaho 83278, and COCA MINES INC., a
Colorado corporation having its office at 910 Denver Center
Building, 1776 Lincoln Street, Denver, Colorado 80203-1026,
hereinafter called the "Mortgagor," do hereby sell, convey
and confirm unto ~~HECLA MINING COMPANY~~, a Delaware
corporation having its office at 6500 Mineral Drive, Box
C-8000, Coeur d'Alene, Idaho 83814-1931, hereinafter called
the "Mortgagee," the property described on Exhibit A
attached hereto and made a part hereof as though fully set
forth herein, including any interest therein which the
Mortgagor may hereafter acquire, together with all the
tenements, hereditaments, and appurtenances now or hereafter
thereunto belonging or in anywise appertaining, and all
rents, issues and profits thereof (provided, however, that
the Mortgagor shall be entitled to collect and retain the
said rents, issues and profits until default hereunder), and
all fixtures now or hereafter attached to or used in
connection with the premises herein described.

This grant is intended as a mortgage to secure payment
of that certain promissory note of even date herewith
executed and delivered by the Mortgagor to the Mortgagee, of
which the following is a copy:

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1991 9 14

198240
REAL PROPERTY INTERESTS

Grouse Creek Properties
Custer County, Idaho

Fee Interests: Grouse Creek Mining Inc. is the owner of record.

1. Trailer Park Land, Stanley, Idaho pursuant to Agreement of Sale dated May 15, 1981 between Sunbeam Mining Corporation and Louis Piva and Kay Piva, subject to Deed of Trust dated May 1, 1981 Recording No. 158248 in Custer County, Idaho.

~~PARCEL ONE:~~
Commencing at a point in the Southern boundary of Stanley Townsite which is South 47°13' West 1175.1 feet from the Northeast corner of Section 9, T 10 N, R 13 E, B.M.;

THENCE South 15°2' West 150.3 feet;

THENCE North 89°59' West 600.1 feet;

THENCE North 15°2' East 150.3 feet;

THENCE South 89°59' East 600.1 feet along a line parallel and contiguous to the Southern boundary of the townsite of Stanley to the Point of Beginning, containing 1.9996 acres, more or less.

PARCEL TWO:

Commencing at a point which is South 46°49'26" West 1512.64 feet from the Northeast corner of Section 9, T 10 N, R 13 E, B.M., which is the True Point of Beginning;

THENCE South 89°59' West 303.57 feet;

THENCE South 7°25' East 141.73 feet;

THENCE South 89°52' East 280 feet;

THENCE North 2°8'14" East 141.39 feet to the True Point of Beginning, containing .944 acres, more or less.

2. Mining Claims:

See Appendix A attached.

Fee Interests: CoCa Mines Inc. is the owner of record.

1. An undivided 95% interest in property as described on Appendix B attached hereto with exceptions as described on Appendix C attached hereto pursuant to that Warranty Deed by Haven Sawyer, Jr. and Jane H. Sawyer recorded in Custer County, Idaho at Reception No. 196193 on June 27, 1990.

COCA MINES

1990 18 11

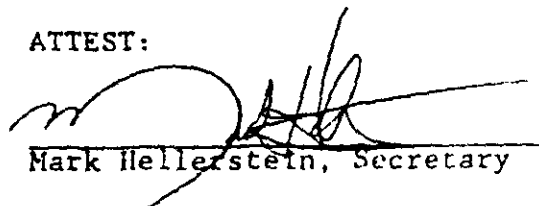
198240

16. The covenants herein contained shall bind, and the benefits and advantages shall inure to the, respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

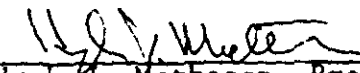
IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal this 15th day of February, 1991.

GROUSE CREEK MINING INC.

ATTEST:

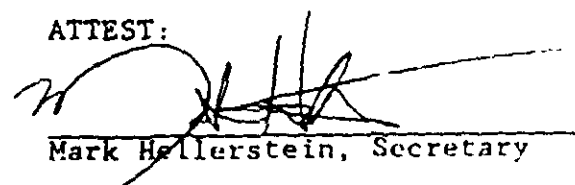

Mark Hellerstein, Secretary

By

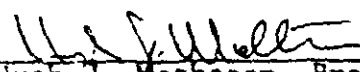

Hugh J. Matheson, President

COCA MINES INC.

ATTEST:


Mark Hellerstein, Secretary

By


Hugh J. Matheson, President

ARTICLES OF MERGER
OF
GROUSE CREEK MINING INC.
AND
SUNBEAM MINING INC.

Pursuant to the Idaho Corporation Code, the undersigned corporations hereby adopt the following Articles of Merger:

FIRST: The Revised Plan of Merger is as set forth on Exhibit "A" attached hereto and incorporated herein by reference.

SECOND: On December 2, 1988, the Revised Plan of Merger was approved (i) by Geodome Resources Limited as the sole shareholder of Sunbeam Mining Corporation ("Sunbeam"), holding all outstanding 100 shares of Sunbeam and (ii) by CoCa Mines Inc. as the sole shareholder of Grouse Creek Mining Inc. ("GCM") holding all outstanding 1,000 shares of GCM. No shares of either corporation were voted against the Revised Plan of Merger.

THIRD: Pursuant to the Revised Plan of Merger, the name of Sunbeam Mining Corporation is hereby changed to Grouse Creek Mining Inc.

FOURTH: All the existing Articles contained in the Articles of Incorporation shall be amended by the merger to read in their entirety as set forth on Exhibit "B"

RECORDED

JAN 30 1989

MICRO FILMED

APR 3 4 1989

attached hereto and incorporated into the Articles of Merger
as if set forth fully herein.

GROUSE CREEK MINING INC.

By Hugh J. Matheson
Hugh J. Matheson
President

By Mark A. Hellerstein
Mark A. Hellerstein
Secretary

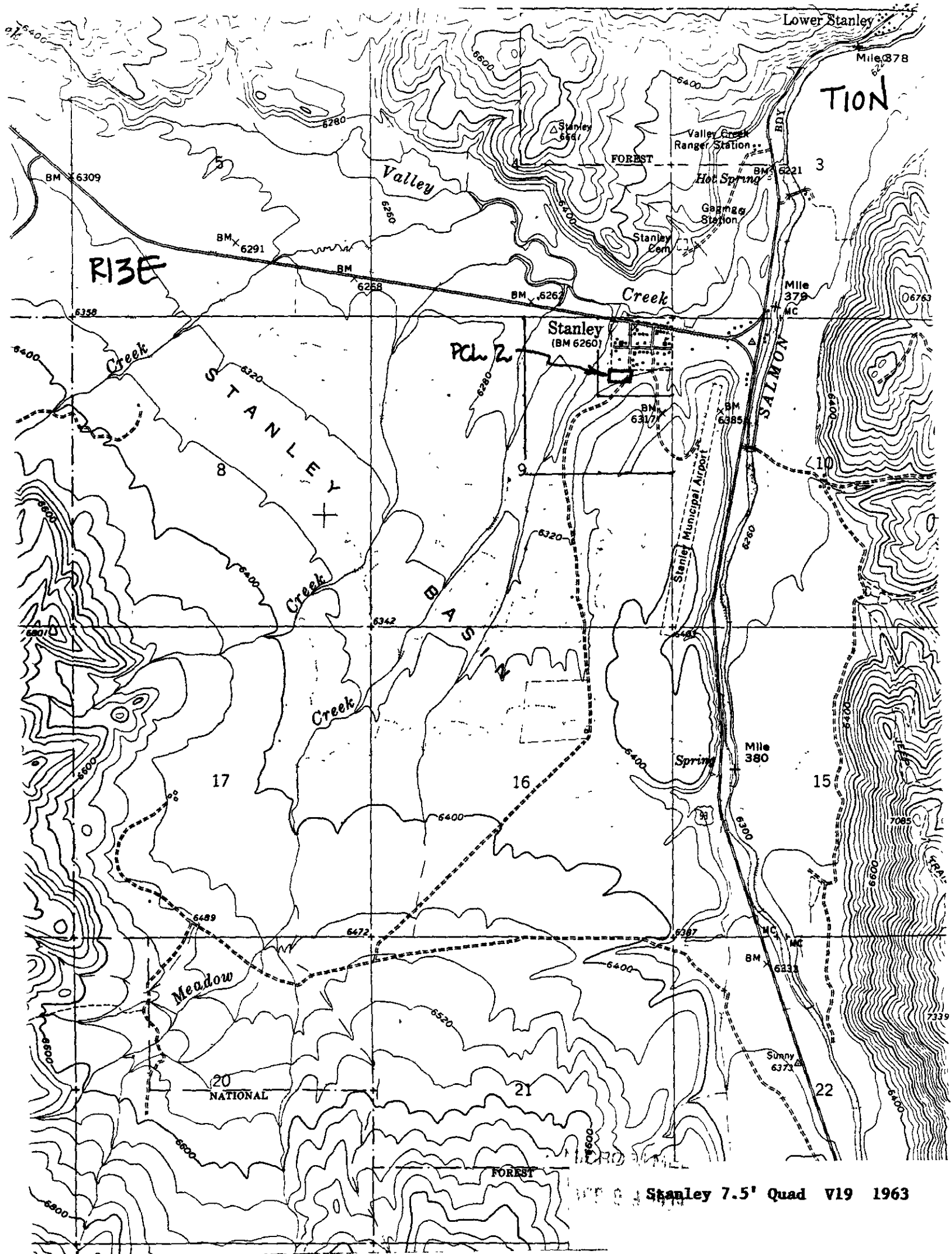
SUNSEAM MINING CORPORATION

By John Leary
John Leary
President

By Vernon F. Taylor III
Vernon F. Taylor III
Secretary

MD 111

APR 29 1974



State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 71-07113

Priority: July 28, 1987

Maximum Diversion Rate: 0.06 CFS
Maximum Diversion Volume: 14.1 AF

This is to certify, that GROUSE CREEK MINING INC
PO BOX 57

STANLEY ID 83278 has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated July 28, 1987; and
has submitted Proof of Beneficial Use on September 26, 1990. An examination indicates
that the works have a diversion capacity of .060 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>
DOMESTIC	01/01 to 12/31	0.06 CFS	14.1 AF

LOCATION OF POINT(S) OF DIVERSION: SWNENE , Sec. 9, Township 10N, Range 13E
CUSTER County

PLACE OF USE: DOMESTIC
TWN RGE SEC

10N 13E 9 NENE

CONDITIONS/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. Two points of diversion are located within NENE, S09, T10N, R13E.
6. Place of use is located within Sunbeam Mobile Home Court.
7. Domestic use is for 15 mobile homes and 2 offices.

RECORDED

AUG 31 1993

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 71-07113

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 23rd
day of AUGUST, 1993.

Acting for *Norm Young*
R. Keith Higginson, Director

AUG 31 1993

RECEIVED
SEP 26 1990

For Office Use Only
Amt of Fee \$ 100.00
Date 9/26/90
Receipt No 6063437
Received by J. Anderson

Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources will consider this form as 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 or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

Permit No. 71-7113 Telephone No. 774-3319

Name(s) of Permit Holder(s): Grouse Creek Mining, Inc.

Post Office Address: P. O. Box 57, Stanley, Idaho 83278

Source of Water: Groundwater

If ground water, well driller's name: Hiddleston Drilling Date drilled: August, 1988 ?

Extent of Use:
Domestic 15 (No of households) Irrigation _____ (No of acres)
Stockwater _____ (No and type of stock) Other _____

Total rate and/or volume for which proof is submitted .7 cfs _____ acre/feet

Show date water was first diverted and beneficially used under this permit. AUGUST, 1988

One of the following may be a condition of approval of your permit:

Measuring device: Required? ☒ Yes ☒ No Installed? ☐ Yes ☐ No

OR

Flow Measurement Port: Required? ☐ Yes ☐ No Installed? ☐ Yes ☒ No

Fee Enclosed. \$ 100.00 (See License Examination Fee Schedule)

Person to contact to accompany the Department representative during the field examination:

Dan Anderson 774-3319
Name Telephone No.

P. O. Box 57, Stanley ID 83278
Address

The above information 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.

Sept 24, 1990
Date

W. Rust, Project Manager
Signature (and title if on behalf of a company or organization).

AUG 07 1991

RECEIVED

JUL 23 1987

Form 202
6/85

Ident No 71-7113

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

Office

APPROVED

To appropriate the public waters of the State of Idaho

1 Name of applicant SUNBEAM MINING CORPORATION Phone 774-3319
Post office address P. O. BOX 57, STANLEY, IDAHO 83278

2 Source of water supply GROUND WATER which is a tributary of N/A

3 Location of point of diversion is SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Govt. Lot _____
Sec 9 Township 10N Range 13E B.M. CUSTER County, XXXXXX
OR DESCRIBED AS TRACTS 1920 AND 81114 OF THE STANLEY ANNEX
~~SANITARY DIVERSION~~

4 Water will be used for the following purposes.

Amount 0.70 for DOMESTIC purposes from JAN 1 to DEC 31 (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) 0.70 and/or (b) _____
cubic feet per second acre feet per annum

6 Proposed diverting works

a Description of ditches, flumes, pumps, headgates, etc. N/A

b. Height of storage dam N/A feet, active reservoir capacity N/A acre-feet, total
reservoir capacity N/A acre-feet, period of year when water will be diverted to storage
N/A to N/A inclusive

c Proposed well diameter is 6 inches; proposed depth of well is 200 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

MAR 16 1988

DECLASSIFIED

applicant to make this filing

b Who owns the land to be irrigated or place of use? APPLICANT

11 a. Who owns the property at the point of diversion?

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

0 Total number of acres to be irrigated

[illegible]

a If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

9. Description of place of use

NEW 6" WELL TO PROVIDE FOR DOMESTIC USE IN SUNBEAM TRAILER COURT.

e Other, describe fully. APPLICATION IS BEING MADE FOR EXISTING 6" WELL AND

d. Domestic; show number of households.

c Municipal; show name of municipality		N/A

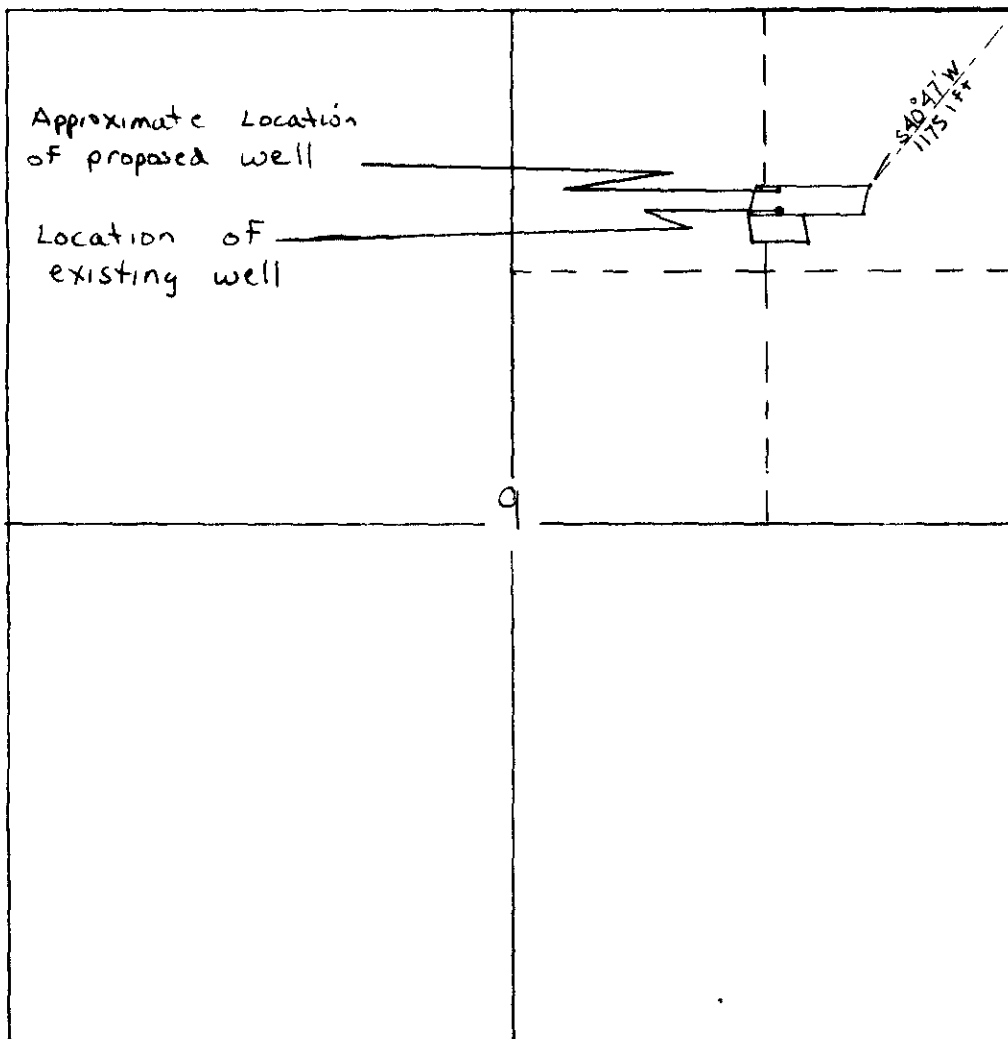
b. Stockwatering; list number and kind of livestock

a Hydropower, show total feet of head and proposed capacity in KW. $\frac{N/A}{N/A}$

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

13. Map of proposed project. show clearly the proposed point of diversion, place of use, section number, township and range number.

Sunbeam Mining Trailer Park Map
Tracts 1920 and 8114, Stanley Annex



Section 9, T10N, R13E, Boise Meridian

Scale: 1" = 1000'



M-1

Scale 2

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.

Allen F. White Jr.

(Applicant)

V.P. - Sec Sunbeam Mining

Proposed Priority 7/28/87
Received by M. Baldwin Date 7/28/87 Time 4 pm Preliminary check by AJ.
Fee \$ 45⁰⁰ Receipted by M. Baldwin # 45162 Date 8/20/87
Publication prepared by M. Baldwin Date 8/25/87 Published in Challis Messenger
Publication approved M. Baldwin Date 9/23/87

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. 71-7113, and said application is hereby APPROVED

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
November 1, 19 90

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. If construction of the well under this permit was not initiated prior to July 1, 1987, commencement of well construction or diversion of water under this permit is prohibited unless a drilling permit is obtained from the Department.

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.

Prior to the diversion of water under this permit a flow measurement port or other device as specified by the Department shall be installed to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

Witness my hand this 7th day of October, 1987.

R. Keith Higgins
Director NS

RECORDED

MAR 16 1988

MEMORANDUM

Date December 1, 2000

To WR File No 71-07113

From Jeff Peppersack

Re Change in Ownership Forms

The attached change in ownership forms (received 11/15/2000 at State Office) were apparently misplaced or held by Southern Region and then replaced by the owner in March 1999 (see March 1999 letter from Michelle Wetzel). The ownership changes have already been made to the license based on the 1999 documents. The 1998 documents will be retained in the file for additional ownership documentation. Right No 71-10131, referenced in the ownership documents, appears to be a separate domestic right for 1 home owned by the Wetzels

Not sure why we
would be splitting
water rights. Each
parcel had its
own well when
purchased?

Thanks!
Michelle

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

RECEIVED
NOV 10 1998
Department of Water Resources
Southern Region

1. Water Right No(s): _____

Adjudication Claim No(s): _____

RECEIVED

NOV 15 2000

Department of Water Resources

2. The following REQUIRED information must be submitted with this form:

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant

HEELA MINING Company

PO Box 57 - Stanley Id 83278

4. New Owner/Claimant(s)

Jim & Michelle Wetzel

New Mailing Address

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

P.O. Box 161

City, State and ZIP Code

Stanley Id 83278

New Telephone Number

(208) 774-3330

See and Obtain Idaho
F.S. Reg. 157
Stanley, ID 83278-0167

5. Date you acquired the property

8-1-94

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes 5 Other uses 2 offices

* additional mobile home spaces to be available

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s)

Michelle M Wetzel

James R Wetzel

(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.

2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.

3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.

4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.

5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.

6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right; include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.

8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

AFTER RECORDING RETURN :
FIRST INTERSTATE BANK OF OREGON
RLS Quality Control MP-5
P.O. Box 3131
Portland, Oregon 97208-3131
7SKJ

0207151

Custer County Rec. of
Custer County
Title
Time 4:40 P.M.
8-17 1994
Ethel M. Peck, Clerk
Wanda Murphy
Deputy
\$ 24.00

[Space Above This Line For Recording Data]

Loan No. 063541

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on

August 08, 1994 . The grantor is

MICHELLE M WETZEL and JAMES R WETZEL
WIFE AND HUSBAND

("Borrower"). The trustee is CUSTER COUNTY TITLE, INC

("Trustee"). The beneficiary is FIRST INTERSTATE BANK OF IDAHO, N.A.

which is organized and existing under the laws of The United States of America , and whose
address is P.O. Box 57, Boise, Idaho 83757-0830

("Lender"). Borrower owes Lender the principal sum of

Eighty Thousand and 00/100

Dollars (U.S. \$ 80000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 01, 2009 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in CUSTER County, Idaho:

A part of the Stanley Townsite and Northeast Quarter of Section 9, Township 10 North, Range 13 East, Boise Meridian, Custer County, Idaho.

The true point of beginning is located South 46°28'14" West 1509.97 feet from the Northeast corner of Section 9:

Thence South 89°54'58" West 304.29 feet;
Thence North 15°06'02" East 150.30 feet;
Thence North 89°54'58" East 270.00 feet;
Thence South 1°55'29" West 145.14 feet more or less to the point of beginning.

which has the address of CRITCHFIELD ST, STANLEY
Idaho 83278 ("Property Address");

[Street, City],

[Zip Code]

IDAHO - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

6H(ID) (9403)

Form 3013 9/90

Amended 3/94

VMP MORTGAGE FORMS - (800)521-7291



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

23. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. **Area and Location of Property.** Either the Property is not more than twenty acres in area or the Property is located within an incorporated city or village.

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ V.A. Rider

- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ Other(s) [specify]

- ☒ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Michelle M. Wetzel (Seal)
MICHELLE M. WETZEL -Borrower

James R. Wetzel (Seal)
JAMES R. WETZEL -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF IDAHO,

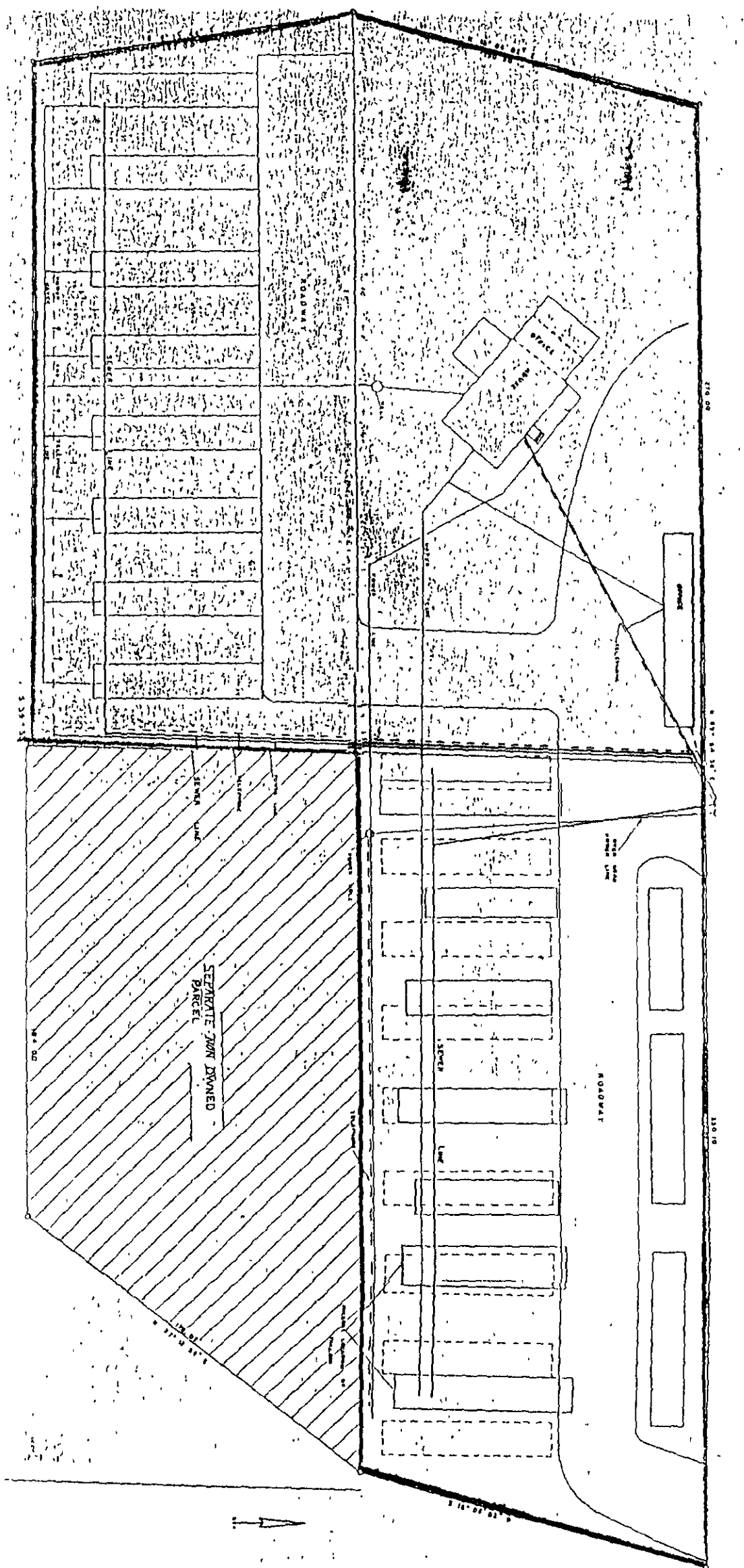
On this 10th day of August
RUTH NIECE

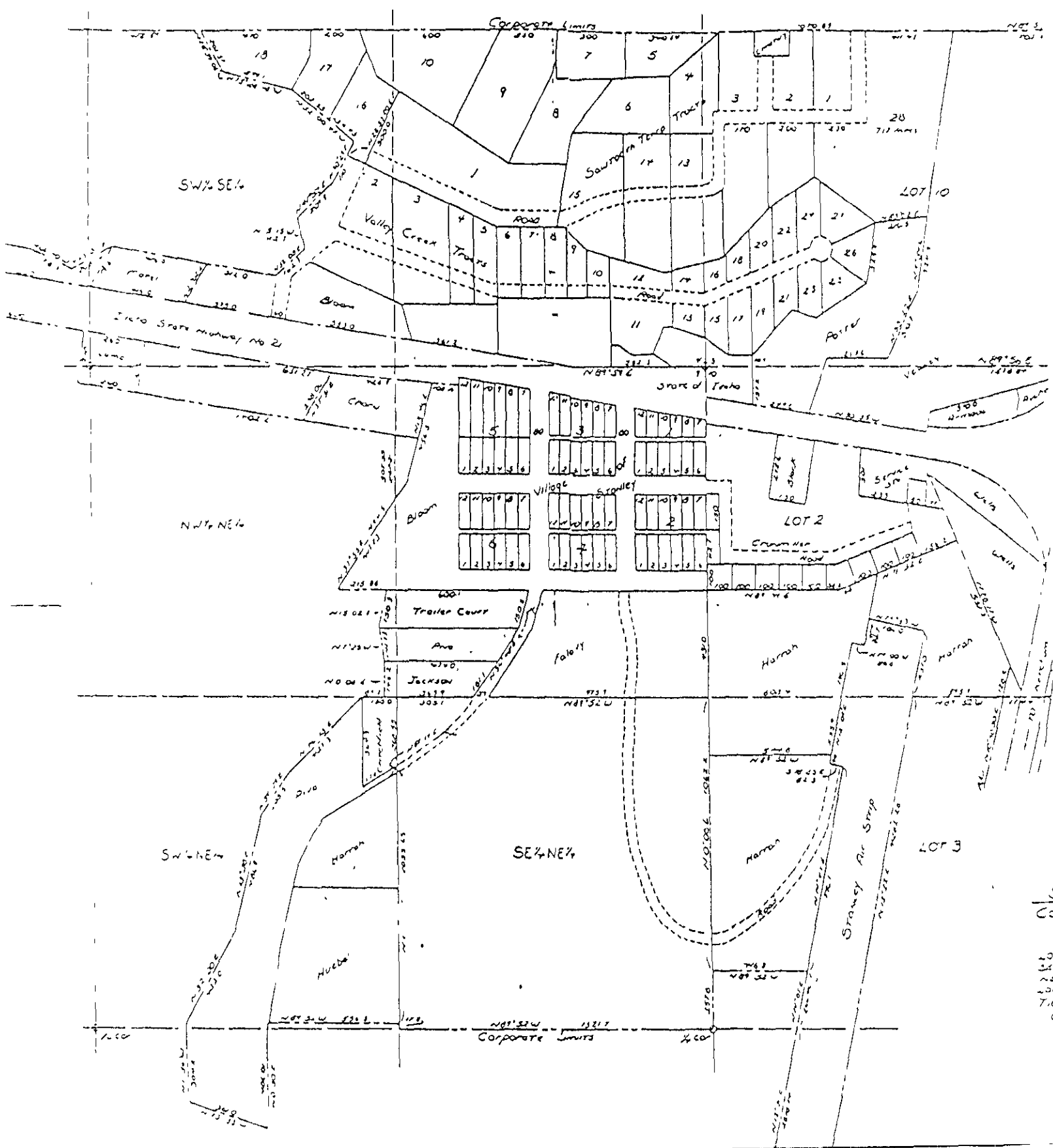
CUSTER County ss:
, 1994, before me,
, a Notary Public in and for said county and state, personally appeared

JAMES and MICHELLE M. WETZEL
known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that
They executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Ruth Niece
Notary Public residing at: STANLEY Idaho





0/10
12/10
7.0
0



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

April 8, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

BARRY L THOMPSON
JUANITA THOMPSON
PO BOX 3
STANLEY ID 83278-0003

JIM WETZEL
MICHELLE WETZEL
PO BOX 167
STANLEY ID 83278-0167

MEADOW CREEK PROPERTIES
PO BOX 129
STANLEY ID 83278-0129

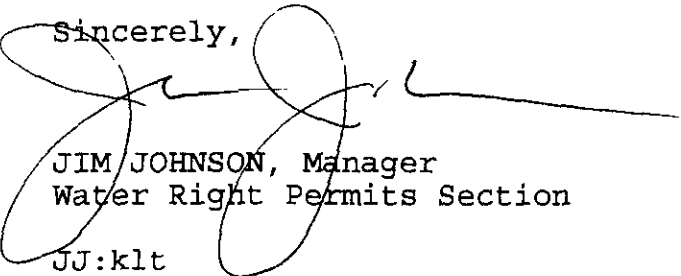
RE: Change of ownership for Water Right 71-07113

Dear Right Owners:

The Department is in receipt of the correspondence changing ownership of the above referenced water right from Hecla Mining Company to Barry & Juanita Thompson, Jim & Michelle Wetzel and Meadow Creek Properties. We have modified our records to reflect this change of ownership and a computer generated report is enclosed.

If you have any questions regarding this matter, please call me at 208-327-7947.

Sincerely,



JIM JOHNSON, Manager
Water Right Permits Section

JJ:klt

Enclosure

MICROFILMED

APR 09 1999

MEMO TO FILE

RECEIVED

MAR 11 1999

FROM: Georgia Satterlee
DATE: 22 September 1998
RE: Application for Permit-Basin 71

Department of Water Resources

The application for a permit in the name of Barry L. and/or Juanita Thompson proposes to increase diversion rate on the east well associated with an existing licensed right, 71-07113.

The right, which was licensed in 1993, has conditions such as, two points of diversion are located within NENE Section 09, T10N, R13E, and place of use is located within Sunbeam Mobile Home Court, and finally domestic use is for 15 mobile homes and 2 offices.

The status of the property associated with the license is: Hecla Mining Company (Grouse Creek Mining, Inc.) grantor, sold to three different grantees, each bought a separate parcel.

1. Thompson, Barry and/or Juanita Thompson NE Parcel "A"
 2. Wetzel, James and/or Michelle NW Parcel "B"
 3. Salmon River Emergency Clinic SW Parcel "C"
- (north of SW Parcel see License 71-07131)

Thompson was the only one that filed the Change of Ownership. I called and requested from County Assessor's office in Challis the other two owners. I called Marie Osborne nurse for Salmon River Emergency Clinic (71-07131) and verified the information.

Three Way Split for License 71-07113:

"A" 0.02 cfs / 5.8 afa (7 existing trailers-east well)

"B" 0.02 cfs / 1.7 afa (2 existing offices-share west well)

"C" 0.02 cfs / 6.6 afa (8 existing trailers-share west well)

TOTAL 0.06 cfs 14.1 afa

Recommendation for Approval:

-Since the existing 7 mobile homes are licensed, the additional 4 RV hook-ups plus $\frac{1}{2}$ acre of irrigation will be recommended similar to "Domestic In-House" use.

Conditions for Approval:

-Subject to all prior water rights.
-The well(s) must have a measuring device with totalizing meter installed.

MICROFILMED

APR 09 1999

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

RECEIVED

MAR 11 1999

RECEIVED
MAR 09 1999
Department of Water Resources
Southern Region

Dear Jim,

Department of Water Resources

Enclosed you will find the forms for the change of water right ownership for Jim and Michelle Wetzel and Meadow Creek Properties. This information was sent to your office in November of 1998 via certified mail and was signed for by Mary Baldwin on November 10, 1998. Unfortunately, your office has no record of the information I sent and it appears that all the water rights have been transferred to Barry and Juanita Thompson. I have also enclosed a copy of a newspaper clipping that appeared in the Challis Messenger on November 12th that was a Notice of Application for water rights for Permit No. 71-07180 submitted by Barry and Juanita Thompson. According to your letter of February 12th the License No. for the property is 71-07113.

The property in question was owned by Hecla Mining Company and when sold was divided into three parcels. The parcels are now owned by Barry and Juanita Thompson, Jim and Michelle Wetzel, and Meadow Creek Properties. I am assuming that the three parcel should split the water rights given to Hecla Mining Company.

Meadow Creek does not have a well on the property at this time but will have one in the future. Our property supplies water to the Meadow Creek resident at this time. I am not sure if Meadow Creek should share in the water rights or apply for their own permit when they install a well of their own.

Please let me know if you need further information. I appreciate your help with this matter!

Sincerely,

Michelle Wetzel

MICROFILMED

APR 09 1999



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

RECEIVED

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

MAR 11 1999

Department of Water Resources

March 9, 1999

Michelle Wetzel
PO Box 167
Stanley, ID
83278

RE: License 71-07113, Your Letter Dated 3-8-99

Dear Mrs. Wetzel;

We have received changes of ownership for the portions of this right now owned by you and by Meadow Creek Properties. I am forwarding these documents to Karilynn Townsend in our Boise office to make the necessary changes to our records.

The license has a flow rate of 0.06 cfs; the Thompsons showed this rate on the change of ownership that they submitted, which is why the entire right was put into their name. Our standard way of splitting water rights is to allow at least 0.02 cfs per owner, which works out to 1/3 of the licensed flow for each of the 3 owners. I have added this information to the two ownership forms that you submitted. The purpose of the Thompson's permit (71-7180) is to allow additional water to be pumped from the east well on this property.

As to the question of ownership, your deed goes from the original license holder to you. The deed for the Meadow Creek parcel, however, is from Headwaters Development, who never had anything to do with this property according to our records; we will certainly need additional deeds before changing the ownership of this parcel. I haven't seen the deed to the Thompson parcel, but there are several maps in our records that show how the licensed ground was split by sale. Karilynn will figure all this out and let you know if any additional records are needed. I will request that she attend to this matter as soon as possible.

MICROFILMED

1999 3 11 10 10

Regards,

James E. Stanton
Sr. Water Resource Agent

MICROFILMED

APR 09 1964



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

February 4, 1999

BARRY L THOMPSON
JUANITA THOMPSON
PO BOX 3
STANLEY ID 83278-0003

RE: Water Right 71-07113

Dear Mr. & Mrs. Thompson:

The Department is in receipt of the correspondence changing ownership of the above referenced water right to you. We have modified our records to reflect this change in ownership and a computer generated report is enclosed.

Just a reminder, because of a law that went into effect July 1, 1996, all water right owners are required to report change of address or ownership to the department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee to the water right owner. If you have other water rights that haven't had the ownership updated please contact the department as soon as possible.

If you have any questions regarding this matter, please feel free to contact me at (208) 327-7947.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Johnson', written over the typed name and title.

JIM JOHNSON, Manager
Water Right Permits Section

JJ:klt

Enclosure

REPROFILMED

APR 09 1999

M E M O T O F I L E

FROM: Georgia Satterlee
DATE: 22 September 1998
RE: Application for Permit-Basin 71

The application for a permit in the name of Barry L. and/or Juanita Thompson proposes to increase diversion rate on the east well associated with an existing licensed right, 71-07113.

The right, which was licensed in 1993, has conditions such as, two points of diversion are located within NENE Section 09, T10N, R13E, and place of use is located within Sunbeam Mobile Home Court, and finally domestic use is for 15 mobile homes and 2 offices.

The status of the property associated with the license is: Hecla Mining Company (Grouse Creek Mining, Inc.) grantor, sold to three different grantees, each bought a separate parcel.

1. Thompson, Barry and/or Juanita Thompson NE Parcel "A"
 2. Wetzel, James and/or Michelle NW Parcel "B"
 3. Salmon River Emergency Clinic SW Parcel "C"
- (License 71-07131 north of this SW Parcel)

Thompson was the only one that filed the Change of Ownership. I called and requested from County Assessor's office in Challis the other two owners. I called Marie Osborne nurse for Salmon River Emergency Clinic (71-07131) and verified the information.

Three Way Split for License 71-07113:

"A" 0.02 cfs / 5.8 afa (7 existing trailers-east well)

"B" 0.02 cfs / 1.7 afa (2 existing offices-share west well)

"C" 0.02 cfs / 6.6 afa (8 existing trailers-share west well)

TOTAL 0.06 cfs 14.1 afa

Recommendation for Approval:

-Since the existing 7 mobile homes are licensed, the additional 4 RV hook-ups plus $\frac{1}{2}$ acre of irrigation will be recommended similar to "Domestic In-House" use.

Conditions for Approval:

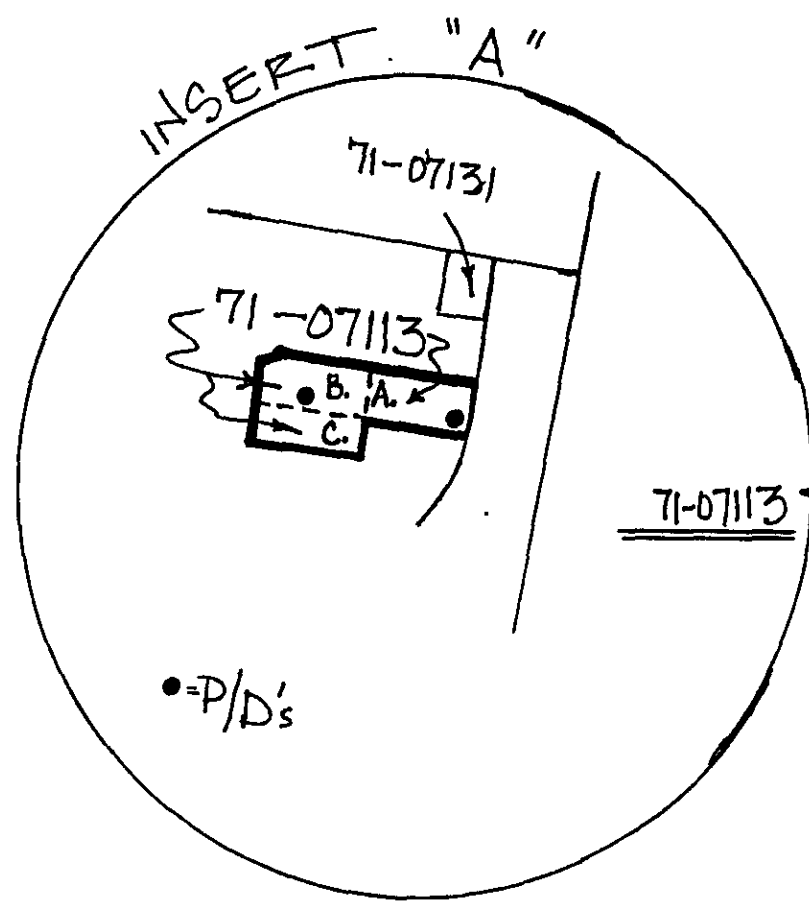
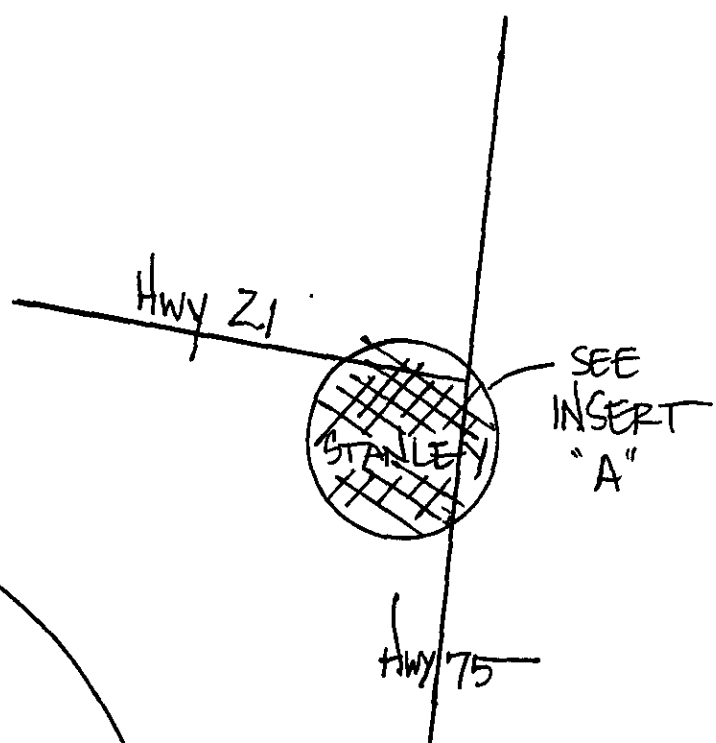
-Subject to all prior water rights.

-The well(s) must have a measuring device with totalizing meter installed.

C. J. L. M. L.

71-07131 Salmon Rvr. Emergency Clinic
Licensed August 1992

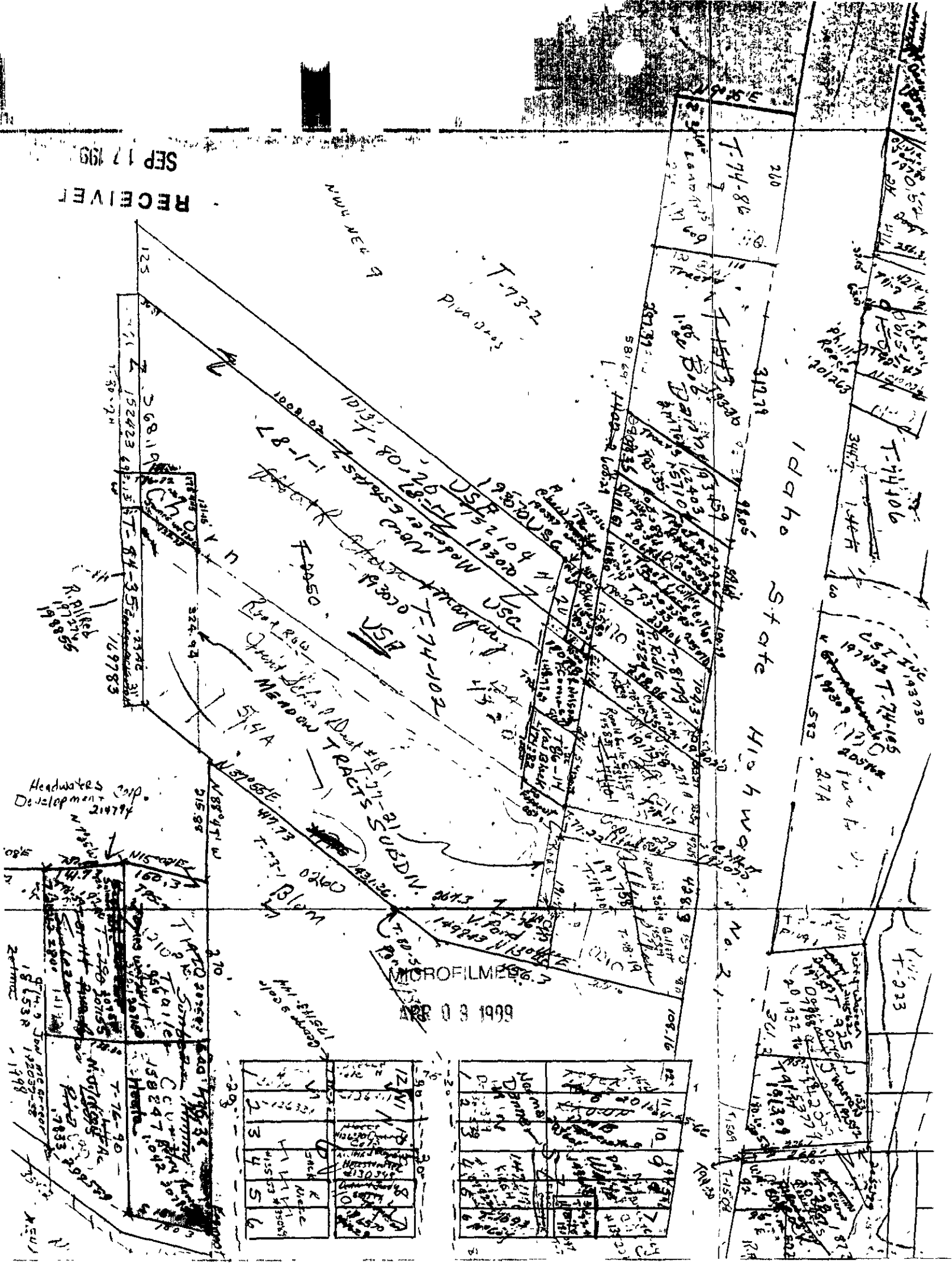
NTS



- 71-07113 {
- A. BARRY & JUANITA THOMPSON
 - B. JAMES & MICHELLE WETZEL
 - C. SALMON RVR EMERGENCY CLINIC

THOMPSON, BARRY & JUANITA
MICROFILMED 18 SEPT 1998
APR 04 1999

RECEIVED
SEP 17 1999



12	11	10	9	8	7
6	5	4	3	2	1
12	11	10	9	8	7
6	5	4	3	2	1
12	11	10	9	8	7
6	5	4	3	2	1

12	11	10	9	8	7
6	5	4	3	2	1
12	11	10	9	8	7
6	5	4	3	2	1
12	11	10	9	8	7
6	5	4	3	2	1

PARCEL MASTER/HISTORY INQUIRY

PARCEL: RP E00280000293 A F1=SL F4=MH F9=MS F10=SW
F17=DD F24=LD

NAME/ADDRESS	LEGAL DESCRIPTION
SALMON RIVER	KIT 27 X 60
EMERGENCY CLINIC	TRACT 98-59
	STANLEY ANNEX

PO BOX 129	CODE AREA 500	OWNER CODE
	PARC TYPE RD	LOC CODE 105
STANLEY ID 83278	EFFDATE 1011996	EXPDATE
	PREV PARCEL	RPE00280000290A

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
20	1998	920	AC	110000				
48	1998			55668				

TOTALS 920 165668

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit F5=SS F6=NM F7=LG
F8=CT F13=TM F18=HS F20=SrcH F22=EU

RECEIVED

SEP 17 1993

Department of Water Resources
Southern Region

MICROFILMED

APR 09 1999

PARCEL MASTER/HISTORY INQUIRY

PARCEL: MH 96057 A F4=MH F10=SW

NAME/ADDRESS	LEGAL DESCRIPTION
WETZEL, JAMES & WETZEL, MICHELLE	1986 CHAMPION 14 X 70 ~~SECTION 10, T1N, R1E~~

PO BOX 167	CODE AREA 500	OWNER CODE
STANLEY ID 83278	PARC TYPE	LOC CODE
	EFFDATE 2141996	EXPDATE
	PREV PARCEL	

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
46	1998			18417				

TOTALS 18417

ENTER NEXT PARCEL NUMBER RP _____ A

FKeys: F2=TX F3=Exit F5=SS F6=Nm F7=LG
 F8=CT F13=TM F18=HS F20=SRch F22=EU

RECEIVED

SEP 17 1993

Department of Water Resources
Southern Region

MICROFILM

APR 23 1999

PARCEL MASTER/HISTORY INQUIRY

PARCEL: MH 98020

A F1=SL F4=MH

F10=SW

NAME/ADDRESS
WETZEL, JAMES R
& WETZEL, MICHELLE

LEGAL DESCRIPTION
*NEWCN _ 1997 FLEETWOOD
52 X 14
SEC 9 T10N R13E

PO BOX 167

CODE AREA 4700 OWNER CODE

PARC TYPE LOC CODE

STANLEY ID 83278

EFFDATE 2061998 EXPDATE

PREV PARCEL

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
46	1998			25463				

TOTALS

25463

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit F5=SS F6=Nm F7=LG
F8=CT F13=TM F18=HS F20=SrcH F22=EU

ENCLOSURE

APR 02 1999

PARCEL MASTER/HISTORY INQUIRY

PARCEL: RP 10N13E094870 A F1=SL

F10=SW

F12=RC F14=HO

F17=DD

F24=LD

NAME/ADDRESS

WETZEL, JAMES R

LEGAL DESCRIPTION

TRACT 86-32

SEC 9 T10N R13E

PO BOX 167

CODE AREA 4700

OWNER CODE

STANLEY ID 83278

PARC TYPE RL

LOC CODE 315

EFFDATE 3171986

EXPDATE

PREV PARCEL

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
12	1995	260	AC	49750				
34	1995			48217	48217	24109		

TOTALS

260

97967

48217

24109

ENTER NEXT PARCEL NUMBER

RP A

FKeys: F2=TX F3=Exit F5=SS F6=NM F7=LG
F8=CT F13=TM F18=HS F20=SrcH F22=EU

RECEIVED

SEP 17 1993

Department of Water Resources
Southern Region

SEP 22 1993

A parcel of land located in the NW4 of the NE4 of Sec. 9 T10nR13E
BM, Custer County, Idaho described as follows:

Commencing at the North quarter corner of said Sec. 9, thence
S. 45° 31' 33" West 84.77 feet, thence S. 81° 18' 07" East 260.00
feet, thence South 83° 24' 10" East 581.69 feet, thence S. 75°
53' 52" East 400.74 feet, M/L to the Westerly boundary of Benner
Street, Meadow Tracts Subdivision, Thence S. 35° 26' 00" W.
786.37 feet along the W. boundary of Benner Street, MEADOW
TRACTS SUBD. to the RPOB, thence continuing along said Westerly
boundary of Benner Street, Meadow tracts Subd., South 35° 26' 00"
West, 122.73 feet, M/L, to said point being on the S. boundary
of land described in the deed to Albert R. Chorn as Instrument
#133955, records of Custer County, Idaho; thence S. 00° 00' 00"
West, 31.00 feet; thence N. 90° 00' 00" W. 60.00 feet, along the
South boundary of the land described in inst. #152423, Records
of Custer County Idaho, thence N. 00° 00' 00" East 131.00 ft; the
S. 90° 00' 00" E. 131.15 feet to the RPOB.

.26 Acres M/L

RECEIVED

SEP 17 1993

Department of Water Resources
Southern Region

SEP 17 1993



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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

August 23, 1993

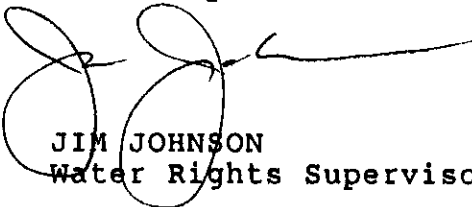
GROUSE CREEK MINING INC
PO BOX 57
STANLEY ID 83278

RE: WATER RIGHT NO. 71-07113

Dear Water Right Holder(s):

Enclosed herewith is a copy of the Water Right License issued on the above referenced permit.

Sincerely,



JIM JOHNSON
Water Rights Supervisor

JJ:dc

Enclosure

RECEIVED
AUG 21 1993

WR0749NP
No. L71-07113

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT
(REGIONAL)

DATE: 08/10/93
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	GROUSE CREEK MINING INC PO BOX 57 STANLEY ID 83278 (208) 774-2269	07/28/1987	DOMESTIC	01-01 12-31	0.06 CFS	14.1 AFA
TOTAL DIVERSION:					0.06 CFS	14.1 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion Capacity: 0.06 CFS

Point(s) of Diversion: T10N R13E S09 SW NE NE

Place of use Legal Description for: DOMESTIC

NE				NW				SW				SE						
T	R	S	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac
10N	13E	9	:	D	:	:	:	:	:	:	:	:	:	:	:	:	:	:

Pou County: CUSTER

~~Non-Irrigation Uses: D/19 TRAILERS~~

Other Water Rights Listing Overlapping Place(s) of use:

71-00003	71-00004	71-00005	71-00006	71-00007	71-00008	71-00009	71-00010	71-00011	71-00012
71-00013	71-07129								

Remarks: Two points of diversion are located within NENE, S09, T10N, R13E.
Place of use is located within Sunbeam Mobile Home Court.
Domestic use is for 15 mobile homes and 2 offices.

Dates:	App. Received: 07/28/1987	Priority Date: 07/28/1987
	Proof Due Date: 11/01/1990	Proof Made Date: 09/26/1990
	Exam Made Date: 08/15/1991	Exam Sent to S.O.: 07/20/1993
	Licensed Date:	

Misc: Water District Number: Field Exam Fee:

Audit: 08/10/93 CHAPMAN

LICENSE REVIEW CHECKLIST

Permit # 71-7113

Date 8-10-93

Brenda Chapman

NAME	Yes <u>check</u> No	Or Address Change?
PRIORITY DATE	<u>✓</u> Advance? <u> </u> Memo to Advance <u> </u>	
	<u>✓</u> Order to Reinstate Needed?	
SOURCE	<u>✓</u> Changes? Clarification of Originally Intended source <u> </u>	
	<u>✓</u> Notice of Intent to Void - Source change.	
P/D	<u>✓</u> Amendment Needed? <u> </u>	
	<u>✓</u> Is Overlap Analysis a Consideration?	
P/U	<u>✓</u> Amendment Needed? <u> </u>	
	<u>✓</u> Is Overlap Analysis a Consideration?	
TOTAL CFS	<u>✓</u> Incorrect Fee for rate recommended?	
	<u>-NA-</u> Disagree/Measurement <u>none done</u>	
	<u>-NA-</u> Pumping Theoretical <u>8.8 x .70 x</u>	
	<u>279pm = .06 CFS</u> + <u>2.31 x</u>	
	<u>✓</u> System Capacity <u>.06</u>	
	Allowable Amount: <u>Capacity of .06 CFS</u>	
TOTAL VOLUME	Rate/ac <u>3.0</u> AFA Irr. Season <u>A</u>	
	<u>5-1 to 9-30</u> Standard Irr. Season <u> </u>	
	<u>✓</u> Disagree with Examiner's Calculations?	
	<u>2 offices + 15 homes x .6 = 10.2 AF</u> <u>1.3 acre x 3 = 3.9 af</u>	
	<u>✓</u> Flow limit: <u>.06 x 365 x 1.9835 = 43.4</u>	
USES	<u>✓</u> Change(s) in Nature of Use? <u> </u>	
	<u>✓</u> Amendment Needed? <u> </u>	
REMARKS	<u>✓</u> Multiple P/Ds in 1/4 1/4? <u>2 IN NENE</u>	
	<u>✓</u> Non-Irr. Uses <u>0</u>	
	<u>✓</u> Special Overlap Condition <u> </u>	
	<u>✓</u> Other <u> </u>	
CONDITIONS	<u>✓</u> Measuring/Locking Devices <u> </u> Misc/Dates <u> </u>	
	<u>✓</u> W/Master Control <u> </u> <u>✓</u> Water Dist <u> </u>	
	<u>✓</u> Irrigation Overlap <u>7-28-87</u> App Rec'd <u> </u>	
	<u>✓</u> Water Quality <u> </u> <u>✓</u> Exam Made <u> </u>	
COMMENTS:	<u>REDUCE rate</u>	

RECOMMENDED

CFS

VOL

Irrigation
Domestic
Stockwater

.06

14.1

LICENSE ✓

AMEND

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
JUL 21 1993

Department of Water Resources

A. GENERAL INFORMATION

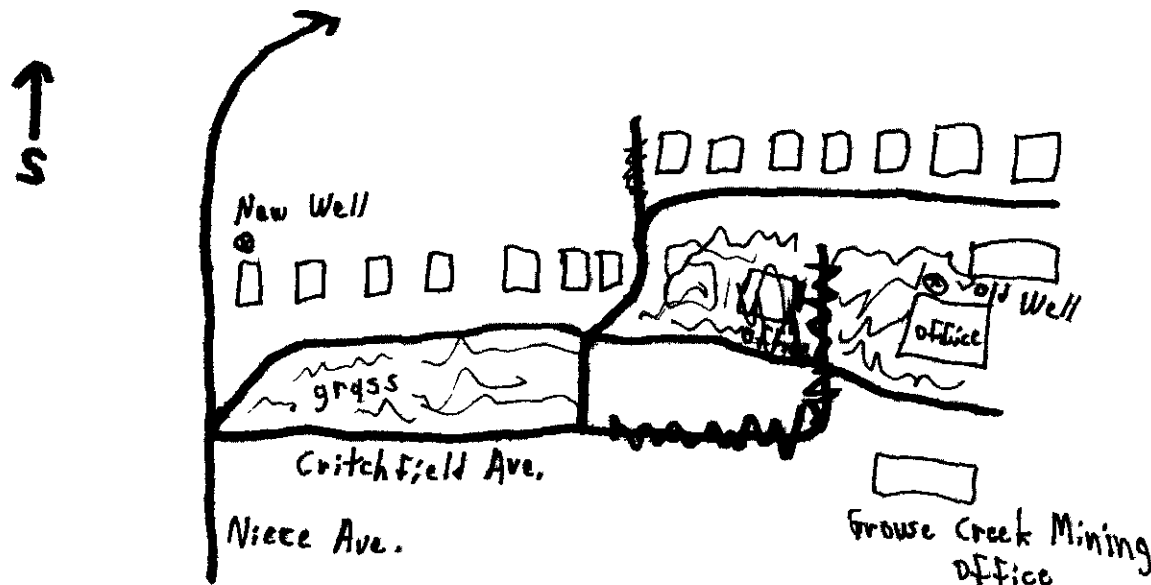
1. Owner: Hesla Mining Co. (Grouse Creek Project) Permit No 71-7113
Current Address: P.O. Box 57, Stanley, ID 83278 Phone No 774-2269
2. Accompanied by: Daniel Anderson per telecon EXAM. DATE: 8-15-91
Address: Same Phone No _____
Relationship to Permit Holder: environmental engineer
3. Source: Groundwater tributary to _____

B. OVERLAP REVIEW

1. Other water rights with same place of use: _____ ☐ Copies Attached
2. Other water rights with same point of diversion: _____ ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

- 1 **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached Not to Scale



Scale: 1" = _____

2. ☒ Copy of U.S.G.S. 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 or more).
☒ Photo of Diversion and System Attached (required for all but single household domestic groundwater, and stockwater).

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AUG 31 1993

3 Narrative: Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

Two connected wells w/ submersible pumps, pressure tanks. Original well behind office serves west half of mobile-home court (office, 8 trailers, grouse creek Mining Co. office. New well serves east half of system (4 trailers & grass picnic/play area). Wells are connected via valve & pipeline.

☐ See Remarks on page 4 for continuation

Well or Diversion Identification No. *	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
Old Well	Red Jacket	3/4			
New well	Grandfoss	1 1/2			

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

5. Point(s) of Diversion:

[illegible]

Indicate Method of Determination.

6. Place(s) of Use:

[illegible]

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements:

Not measured. Old pump rated 12 gpm at 40 psi, 30' lift. New pump rated 15 gpm at 40 psi, 30' head. From pump installer Ted Howard of Stanley.

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

2. Alternate Method for Checking Purposes.

System rated 27 gpm = 0.06 cfs.

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3) , Flow rate: _____ cfs (4)

Water HP (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW. _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{IR} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 1.3 \times 3 = 3.9$

$V_{DR} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = .06 \times 365 \times 1.9835 = 23.9$

$V = \text{Smaller of } V_{IR} \text{ and } V_{DR} =$ _____

2. Volume Calculations for Other Uses:

Domestic - 15 homes w/o lawns x ^{0.6} ~~1.2~~ AFA/home = ⁹ ~~18~~ AFA. ~~18.9 = 12.9~~ AFA

~~18.9~~

AUG 31 1993

H. REMARKS AND OVERLAP REVIEW ANALYSIS

System waters ~~are~~ ^{are} in addition to small ~~lawn~~ ^{lawn} around mobile homes. Waters a small park/genic area, a large lawn ground the office, total 1.3 acres. Original well was drilled about 1968, second well about 1988. Requirement for access point should be removed from permit-system is too small to measure. ^{at home} ~~lawn~~ ^{lawn} are maintained by natural rainfall, according to Mrs. Anderson. Only the two large lawn areas are actively watered. Average lawn per dwelling is under 1/2 acre, so all uses are covered under domestic definition.

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use From To	Rate of Diversion Q (cfs)	Annual Volume V (ata)
Domestic	1-12-31	0.06	14.1 18

Totals: 0.06 14.1 18

2 Recommended Amendments

- ☐ Change P.D. as reflected above
- ☐ Add P.D. as reflected above
- ☐ Change P.U. as reflected above
- ☐ Add P.U. as reflected above

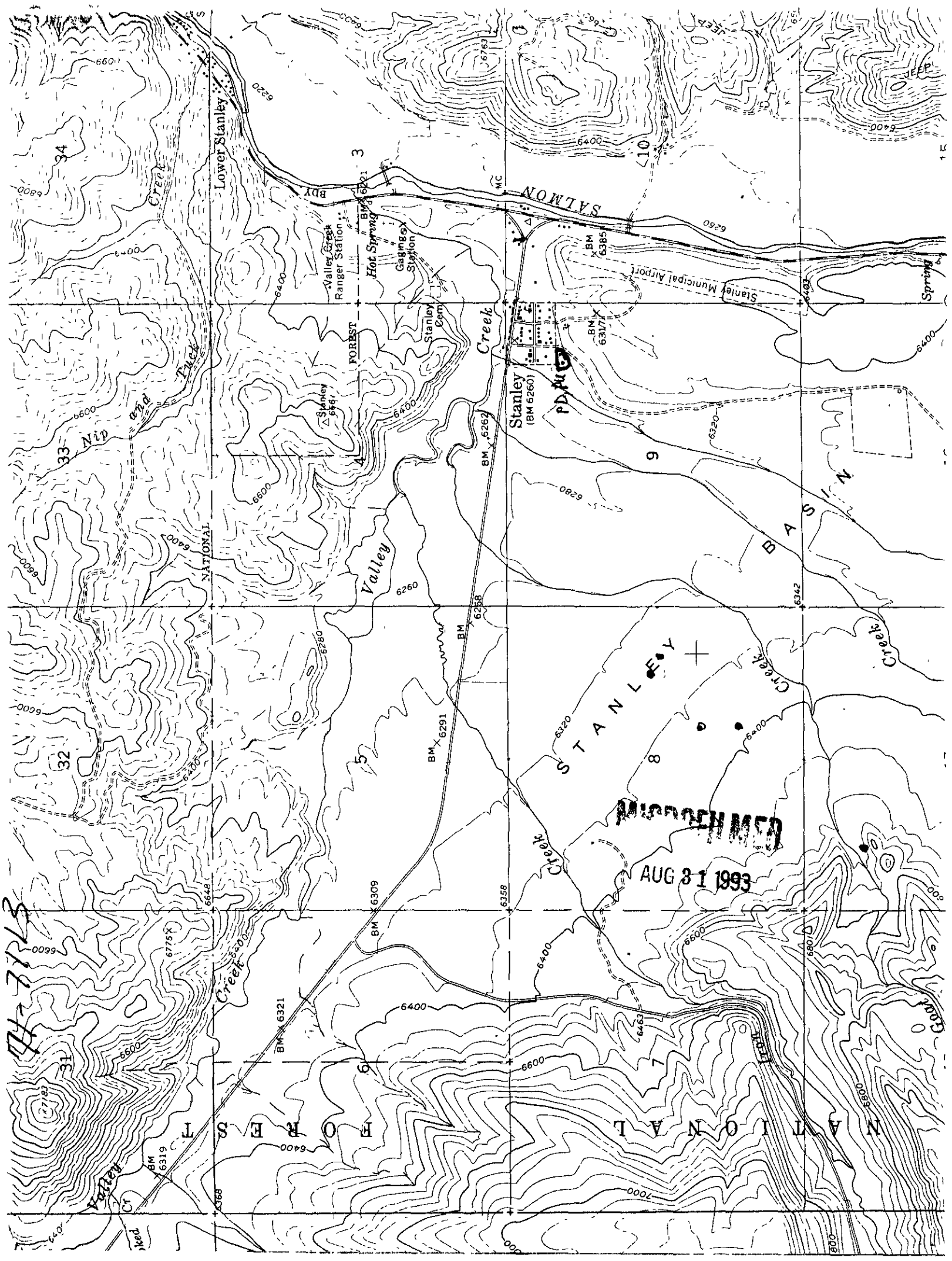
J. AUTHENTICATION

Field Examiner's Name J. E. Stanton
 Signature J. E. Stanton
 Certification Date 3/31/93
 Field Report Preparation Date 9-10-91

K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.



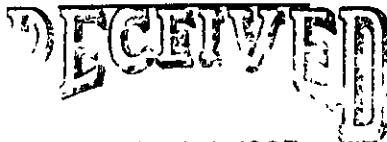
8661 1393



77-7113

MISSOURI MCD
AUG 31 1993

Drilling Permit No. 71-872-012
Water Permit No. 71-713
Injection Permit No. _____



State of Idaho
Department of Water Resources

SFP 14 1987

DRILLING PERMIT

APPROVED

(Authorizing Construction of a Well)*

Department of Water Resources

1. Applicant SUNBEAM MINING CORPORATION

2. Address P. O. BOX 57

STANLEY, IDAHO 83278

(X) Well Owner () Well Operator () Other, specify _____

3. Water right permit no. 71-7113; Injection well permit no. _____

4. Proposed well location SW 1/4 NE 1/4 NE 1/4, or Gov't lot No. _____,

Sec. 9, Twp. 10N, Rge. 13, County CUSTER,

Lot, block and subdivision TRACTS 1920 AND 8114 STANLEY ANNEX

5. Proposed use of well: (Check all that apply)

(X) Domestic () Stockwater () Monitoring

() Irrigation () Industrial () Municipal

() Injection () Other, Specify Trailer

6. Well construction information:

(X) New well () Deepen () Replace

Proposed surface diameter 6" Proposed depth 300'

Anticipated bottom hole temperature:

(X) 85°F or less (Cold water well)
() 85°F to 212°F (Low temp. geothermal well)
() 212°F or more (Geothermal well)

7. Anticipated construction start date SEPTEMBER 1987

8. Well Driller (if known) HIDDLESTON DRILLING OR WOOD RIVER DRILLING & PUMP

Address MOUNTAIN HOME, IDAHO OR BELLEVUE, IDAHO

Date 8/31/87 Applicant's signature Matt R. [Signature]

Title GEOLOGIST - SUNBEAM MINING CORPORATION

AUG 31 1993

ACTION OF IDWR

(☒) Approved () Denied

71-87-2-012

The approval of this permit authorizes the construction of a well as described on this application subject to the conditions on this permit.

GENERAL CONDITIONS:

1. The well must be constructed in compliance with the applicable statutes, specific conditions of approval shown on the water right permit, injection well permit, transfer or amendment and the rules and regulations of the Department for water appropriation, injection wells and well construction standards.
2. This drilling permit is valid for two (2) months from its date of issuance for the start of construction and is valid for one (1) year from the date of issuance for completion of the well unless an extension has been granted.
3. The permit holder or his representative shall notify the Department ten (10) days prior to the start of construction unless good cause for later notification can be shown.
4. The well shall be constructed by a driller currently licensed in the State of Idaho who must maintain a copy of the drilling permit at the drilling site.
5. Issuance of this drilling permit does not authorize trespass on the land of another party.
6. This permit does not constitute other local, county, state or federal approvals which may be required for construction of a well.

SPECIFIC CONDITIONS:

7. This drilling permit does not represent a right to divert and use water. Any use of water from this well must be as specified in a- approved water right.
8. Item 3 above is not required

Dated this 21st day of September, 1987.

Signed

Jh E. Beal

Title

SECTION MANAGER
GROUNDWATER PROTECTION

Received by 22 / FEB Fee \$100.00 Date _____

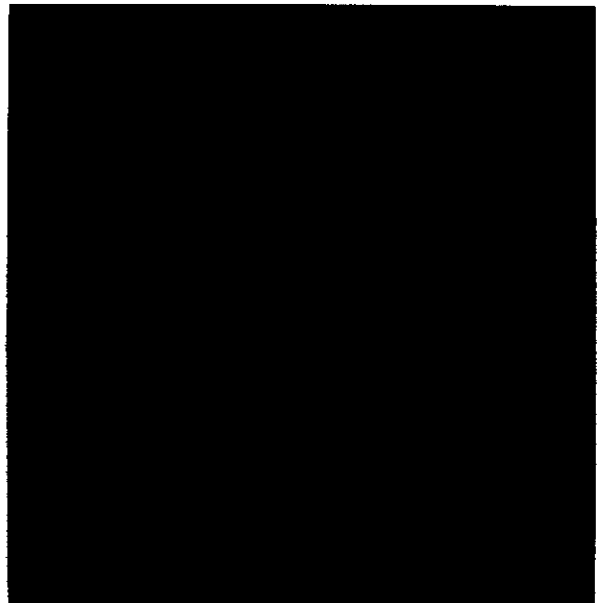
Receipt No. 44593 45216- 490 Construction start date _____

Construction start extension to _____

Extension approved by _____

AUG 31 1993

71-7113



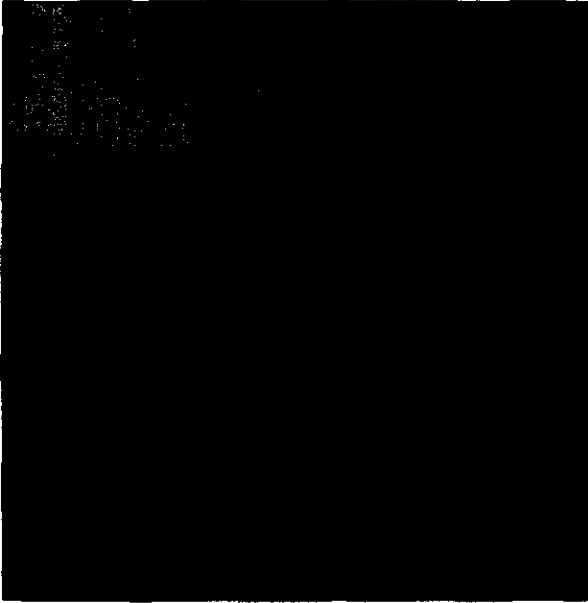
Well Behind Office

Pink Area
Office In Background

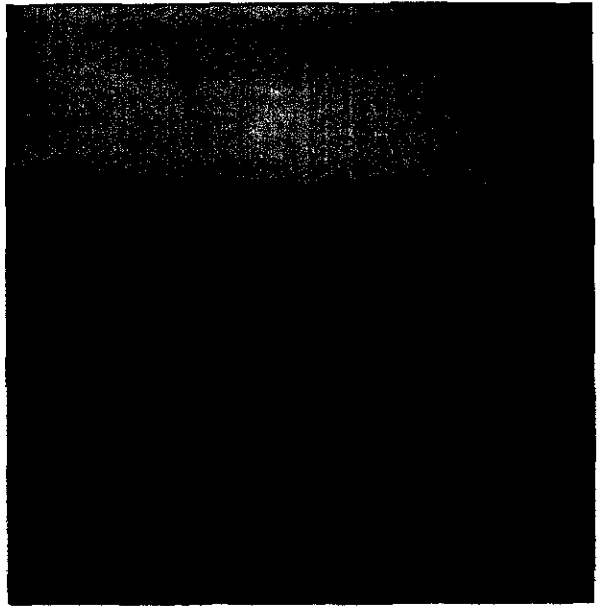
RECEIVED

AUG 31 1993

71-7113



P/U



P/U incl. office lawn

RECEIVED

AUG 31 1993

April 17, 1991

GROUSE CREEK MINING INC.
P.O. BOX 57
STANLEY, ID 832780000

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 71-07113

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.

I note that the permit issued to you by the department requires the installation of a flow measurement port to allow the department to determine the rate of diversion. The proof which you submitted does not show that you have installed this equipment.

The installation of the flow measurement port must be complete by the time the department representative conducts the examination of your system unless the department has rescinded the requirement prior to the field examination. In some cases, the equipment requirement can be rescinded because the equipment cannot be physically installed, is not appropriate or can be accommodated with other measuring methods.

If you have questions concerning this matter, please feel free to contact the SOUTHERN Regional Office in Twin Falls at (208)734-3578.

Sincerely,

Rita Fleck
Secretary/Records Manager

c: IDWR - Region

AUG 07 1991

ANALYSIS SHEET
for
PROOF OF BENEFICIAL USE

Permit No. 71-7113

Date 12-20-90

GENERAL CONSIDERATIONS

N Name same as permit?
N Address change? If yes, prepare data entry form.
Y Proof timely received? If no, complete priority advancement below.

SOURCE OF WATER

 Surface water source
Y Ground water source
Y Drill permit req'd? Y Copy in file?
 Well log in file?
100 Amt paid for drilling permit? Y Correct?

71-87-7012

LICENSE EXAMINATION FEE

Y Required?
100 Amount submitted?
Y Correct amount?

MEASURING DEVICE

 Measuring device or access port required?
 Installed?
 Waiver requested or needed?

DEFICIENCIES OR ACTION ITEMS,

- need assignment - Sunbeam to Grouse Creek
- need to install flow meas port before ebyam.

PRIORITY CALCULATION

Date proof received

Date proof due

No. of days late

Priority date

NEW PRIORITY DATE

 -
 =
 +
 =



Grouse Creek
Mining Inc.

September 24, 1990

Rita Fleck
Secretary/ Records Manager
Idaho Dept of Water Resources
1301 N. Orchard St.
Statehouse Mail
Boise, ID 83720

RECEIVED
SEP 26 1990

Department of Water Resources

Dear Ms. Fleck:

Enclosed find Grouse Creek Mining Inc.'s request for Extension of Time to submit proof of beneficial use for water right No. 72-7407. Also enclosed, please find the Proof of Beneficial Use for water well permit No. 71-7113. The \$15.00 filing fee for the extension of time and \$100.00 for the examination fee is also enclosed.

As explained on the form and attachment for 72-7407, no beneficial use has been proven because of governmental red tape involved with permitting this proposed mining operation. Also attached please find a current timetable from the EPA showing the pathway that faces Grouse Creek for just their part of the process. Please except this as evidence which has prevented development of the water right. Other evidence can be furnished upon request.

This water right is critical to Grouse Creek's proposed milling operation. For the above reasons, Grouse Creek requests that water permit No. 72-7407 be extended to accommodate the time period required for permitting and development.

With regards to permit No. 71-7113, the Grouse Creek trailer park uses this water as its potable water source. It has been used since the completion of the well in 1988.

If you have any questions regarding this material or anything else in general, please feel free to contact me.

Sincerely,

Dan Anderson

Dan Anderson
Environmental Engineer

RECEIVED

AUG 07 1991

ARTICLES OF MERGER
OF
GROUSE CREEK MINING INC.
AND
SUNBEAM MINING INC.

Pursuant to the Idaho Corporation Code, the undersigned corporations hereby adopt the following Articles of Merger:

FIRST: The Revised Plan of Merger is as set forth on Exhibit "A" attached hereto and incorporated herein by reference.

SECOND: On December 2, 1988, the Revised Plan of Merger was approved (i) by Geodome Resources Limited as the sole shareholder of Sunbeam Mining Corporation ("Sunbeam"), holding all outstanding 100 shares of Sunbeam and (ii) by CoCa Mines Inc. as the sole shareholder of Grouse Creek Mining Inc. ("GCM") holding all outstanding 1,000 shares of GCM. No shares of either corporation were voted against the Revised Plan of Merger.

THIRD: Pursuant to the Revised Plan of Merger, the name of Sunbeam Mining Corporation is hereby changed to Grouse Creek Mining Inc.

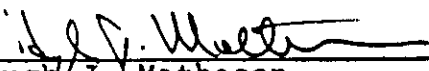
FOURTH: All the existing Articles contained in the Articles of Incorporation shall be amended by the merger to read in their entirety as set forth on Exhibit "B"

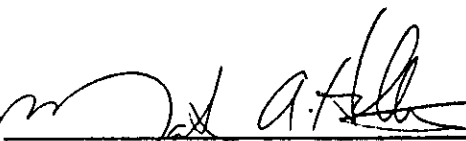
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JAN 30 1991 AUG 07 1991

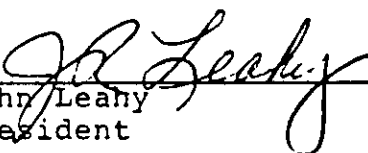
attached hereto and incorporated into the Articles of Merger
as if set forth fully herein.

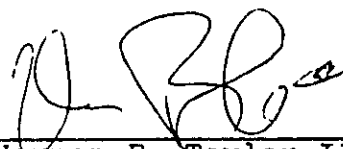
GROUSE CREEK MINING INC.

By 
Hugh J. Matheson
President

By 
Mark A. Hellerstein
Secretary

SUNBEAM MINING CORPORATION

By 
John Leamy
President

By 
Vernon F. Taylor III
Secretary


JAN 3 11 1991
AUG 07 1991

RECEIVED
SEP 26 1990

Drilling Permit No. 71-87-2-012
Water Permit No. 71-7113
Injection Permit No. _____

RECEIVED
SEP 14 1987

Department of Water Resources, State of Idaho
Department of Water Resources

DRILLING PERMIT

APPROVED

(Authorizing Construction of a Well)*

Department of Water Resources

1. Applicant SUNBEAM MINING CORPORATION
2. Address P. O. BOX 57
STANLEY, IDAHO 83278
- (X) Well Owner () Well Operator () Other, specify _____
3. Water right permit no. 71-7113; Injection well permit no. _____
4. Proposed well location SW 1/4 NE 1/4 NE 1/4, or Gov't lot No. _____,
Sec. 9, Twp. 10N, Rge. 13, County CUSTER,
Lot, block and subdivision TRACTS 1920 AND 8114 STANLEY ANNEX
5. Proposed use of well: (Check all that apply)
(X) Domestic () Stockwater () Monitoring
() Irrigation () Industrial () Municipal
() Injection () Other, Specify Trailer
6. Well construction information:
(X) New well () Deepen () Replace
Proposed surface diameter 6" Proposed depth 300'
Anticipated bottom hole temperature:
(X) 85°F or less (Cold water well)
() 85°F to 212°F (Low temp. geothermal well)
() 212°F or more (Geothermal well)
7. Anticipated construction start date SEPTEMBER 1987
8. Well Driller (if known) HIDDLESTON DRILLING OR WOOD RIVER DRILLING & PUMP
Address MOUNTAIN HOME, IDAHO OR BELLEVUE, IDAHO
Date 9/31/87 Applicant's signature M. R. J.
Title GEOLOGIST - SUNBEAM MINING CORPORATION

RECEIVED

AUG 07 1991

ACTION OF IDWR

(X) Approved () Denied

71-87-2-012

The approval of this permit authorizes the construction of a well as described on this application subject to the conditions on this permit.

GENERAL CONDITIONS:

1. The well must be constructed in compliance with the applicable statutes, specific conditions of approval shown on the water right permit, injection well permit, transfer or amendment and the rules and regulations of the Department for water appropriation, injection wells and well construction standards.
2. This drilling permit is valid for two (2) months from its date of issuance for the start of construction and is valid for one (1) year from the date of issuance for completion of the well unless an extension has been granted.
3. The permit holder or his representative shall notify the Department ten (10) days prior to the start of construction unless good cause for later notification can be shown.
4. The well shall be constructed by a driller currently licensed in the State of Idaho who must maintain a copy of the drilling permit at the drilling site.
5. Issuance of this drilling permit does not authorize trespass on the land of another party.
6. This permit does not constitute other local, county, state or federal approvals which may be required for construction of a well.

SPECIFIC CONDITIONS:

7. This drilling permit does not represent a right to divert and use water. Any use of water from this well must be as specified in an approved water right.
8. Item 3 Above is not required

Dated this 21st day of September, 1987.

Signed

Title

SECTION MANAGER
GROUNDWATER PROTECTION

Received by 29 / JEB Fee \$100.00 Date

Receipt No. 44593 410 490 Construction start date

Construction start extension to

Extension approved by

AUG 07 1991

134, 2
August 31, 1990

SUNBEAM MINING CORP.
P.O. BOX 57
STANLEY, ID 832780000

PROOF DUE NOTICE

RE: PERMIT NO. 71-07113

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 November 1, 1990. (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,

Rita Fleck
Secretary/Records Manager

Enclosures

10
AUG 07 1991

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

- - - - -

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440
OCTOBER 14, 1987

SUNBEAM MINING CORPORATION
P.O. BOX 57
STANLEY, ID 83278

PERMIT APPROVAL NOTICE

RE: PERMIT NO. 71-7113

DEAR PERMIT HOLDER:

ENCLOSED IS A COPY OF YOUR APPROVED APPLICATION FOR PERMIT. WE DIRECT YOUR ATTENTION TO THE CONDITIONS OF APPROVAL ON THE FOURTH PAGE.

BE SURE TO NOTE THE SPECIAL CONDITION REQUIRING YOU TO INSTALL A MEASURING DEVICE, OR A FLOW MEASUREMENT PORT TO PROVIDE FOR THE INSTALLATION OF MEASURING EQUIPMENT BY THE DEPARTMENT. ENCLOSED PLEASE FIND A LIST OF MEASURING DEVICE OPTIONS, AND SPECIFICATIONS FOR THE INSTALLATION OF THE FLOW MEASUREMENT PORT.

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 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 BENEFICIAL USE". PLEASE READ THE INSTRUCTIONS CAREFULLY SINCE YOU MUST TAKE FURTHER ACTION TO DEVELOP THIS PERMIT INTO A LICENSE.

SINCERELY,

GARY SEACKMAN
SUPERVISOR, WATER ALLOCATION SECTION

GS: SC
ENCLOSURES

MAILED

MAR 16 1988



State of Idaho
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

CECIL D. ANDRUS
Governor

A. KENNETH DUNN
Director

2148 4th Ave. E.
Twin Falls, Idaho 83301
(208) 734-3578

August 25, 1987

Sunbeam Mining Corporation
P.O. Box 57
Stanley, ID 83278

Re: Application for Permit No. 71-7113

Gentlemen:

The Department of Water Resources acknowledges receipt of your water right application for permit. The application has been assigned identification No. 71-7113. Please refer to this number in all further correspondence.

This office will be advertising the application in the Challis Messenger on 9/3 & 9/10/87. The advertisement will be published correctly for two weeks, and a period of ten days following the second publication will be allowed for the submittal of protests.

If the application is protested, you will be sent a copy of the protest. The protest must be resolved before the application is approved or denied. If the protest is not resolved voluntarily, this 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 about five weeks. State office personnel will conduct a complete review prior to final processing of the application and will notify you of the outcome of this review. When a permit is issued, you will be sent a copy. A typical processing time for an unprotested application is about eight weeks.

Enclosed please find your receipt no. 45162 for the amount of \$45.00.

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

Very truly yours,

MAILED

Loren O. Holmes, P. E. **MAR 16 1988**
Southern Region Supervisor

LOH:mb

AFFIDAVIT OF PUBLICATION

State of Idaho County of Custer ss

L. Margaret Parks

Publisher of the Challis Messenger
a weekly newspaper published at
Challis Idaho do solemnly swear
that the notice hereto attached and
made a part hereof was published
in the regular and entire issue of
the Challis Messenger for *2*

consecutive weeks commencing with
the issue dated *September 3*

19*87* and ending with the issued
dated *September 10* 19*87*

Margaret Parks

Subscribed and sworn to before
me this *16* day of *Sept.*
19*87*

Erhel M. Beck

Notary Public residing at Challis
Idaho My commission expires on

3-21-92

RECORDED

MAR 16 1988

NOTICE OF APPLICATION

FOR WATER PERMIT

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

71-7113

Sunbeam Mining Corporation
P.O. Box 57; Stanley, ID 83278
Source: Groundwater

Diversion Pt.: SWNE, Sec. 9,
T10N, R13E, Custer County (also
known as Tracts 1926 & 81114 of the
Stanley Annex); 1/2 mile North & 1/2
mile East of Stanley.

Use: Domestic (0.70 CFS)

Date Filed: July 28, 1987

In: NENE, Sec. 9, T10N, R13E.

The permit (s) will be subject to
all prior water rights. Protests
must be filed with the Director,
Dept. of Water Resources,
Southern Region 2148 Fourth
Avenue East, Twin Falls, Idaho
83301 on or before September 21,
1987.

Norman C. Young, Acting Director

Published: September 3 & 10, 1987.

*OK
MB
9/23/87*

RECORDED

SEP 21 1987

Department of
Southern Region

STATEMENT

**Custer Publishing, Inc.**

Phone 879-4445

P.O. Box 405

Challis, Idaho 83226

Director
 Dept. of Water Resources
 Southern Region
 2148 Fourth Avenue East
 Twin Falls, Id. 83301

OK
 MB
 9/23/87

Job No.	Date	DESCRIPTION	Amount
	9/16/87	Notice of Application for Water Permit <u>12-7407</u> Sunbeam Mining Corp Pub. Sept. 3 & 10, 1987 26 lines at 20.93	
		<u>71-7113</u> pub. Sept. 3 & 10, 1987 26 lines at 20.93	

RECEIVED

SEP 23 1987

Department of Water Resources
Southern Region Office

A finance charge of 1½ percent (annual percentage rate of 18%) with a minimum charge of 50¢ will be charged to all accounts not paid within 30 days of billing.

PAID

MAR 16 1988



State of Idaho
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

CECIL D. ANDRUS
Governor

A. KENNETH DUNN
Director

2148 4th Ave. E.
Twin Falls, Idaho 83301
(208) 734-3578

August 25, 1987

Custer Publishing Company
P.O. Box 405
Challis, ID 83226

Re: 71-7113

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Very truly yours,

Mary A. Baldwin
Sec/Office Coord.

Encl:

RECORDED

MAR 16 1988

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Published 9/3 & 9/10/87

FILED

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Published September 3 & 10, 1987.

07
10/1/87

RECEIVED

MAR 16 1988

71-7113

STAFF ANALYSIS SUPPLEMENT

1) Water District _____ Basin # 71

2) Local Description: (of own P/D)

☐

At the above street address: _____

☐

1 1/2 miles N/W W and 1 1/2 miles E R
of Stahley (City or landmark).

☐

Other (describe): _____