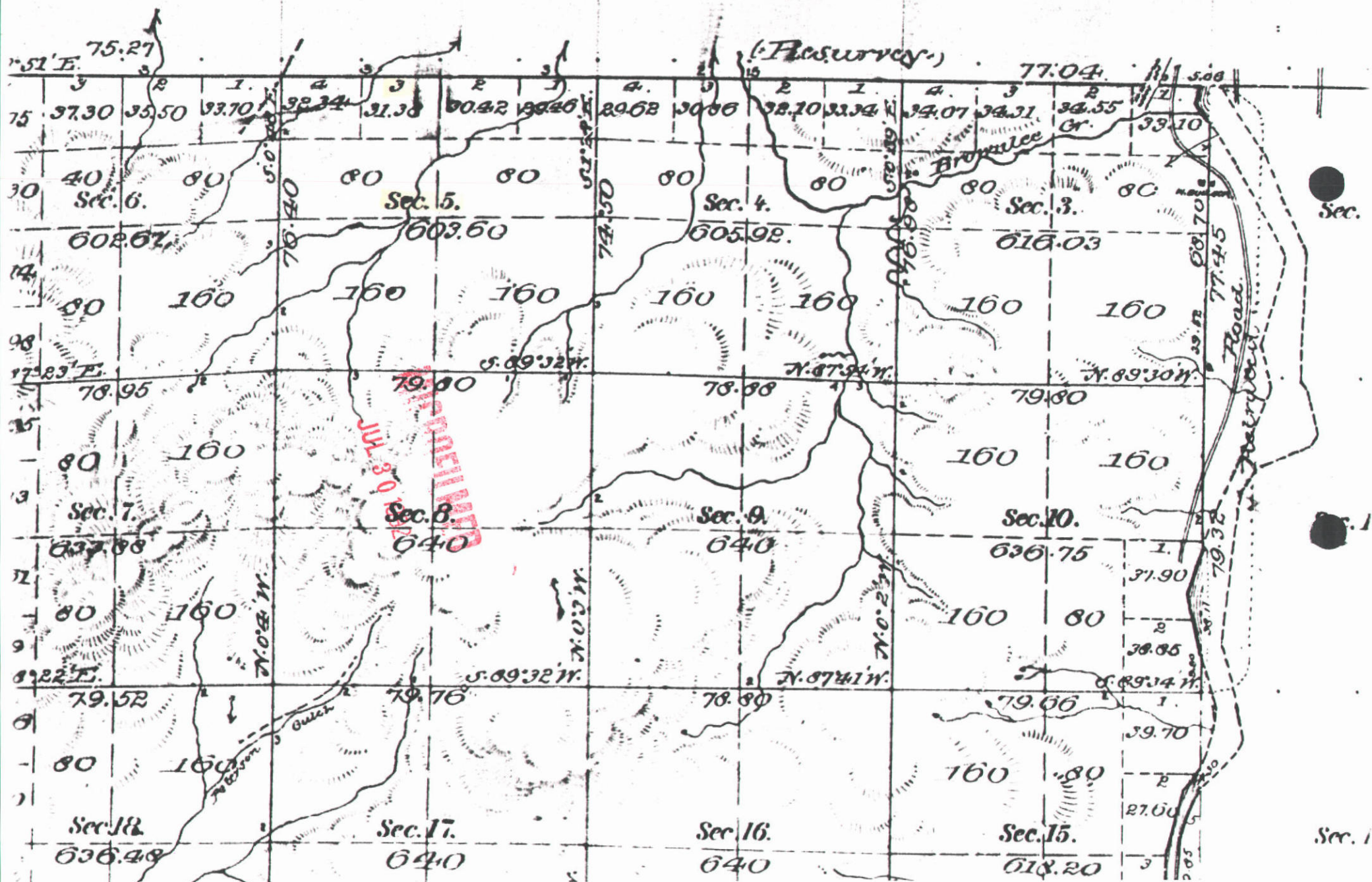


f **F** *e* **E** *d* **D** *c* **C** *b*



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
APR 03 1992
Department of Water Resources

A. GENERAL INFORMATION

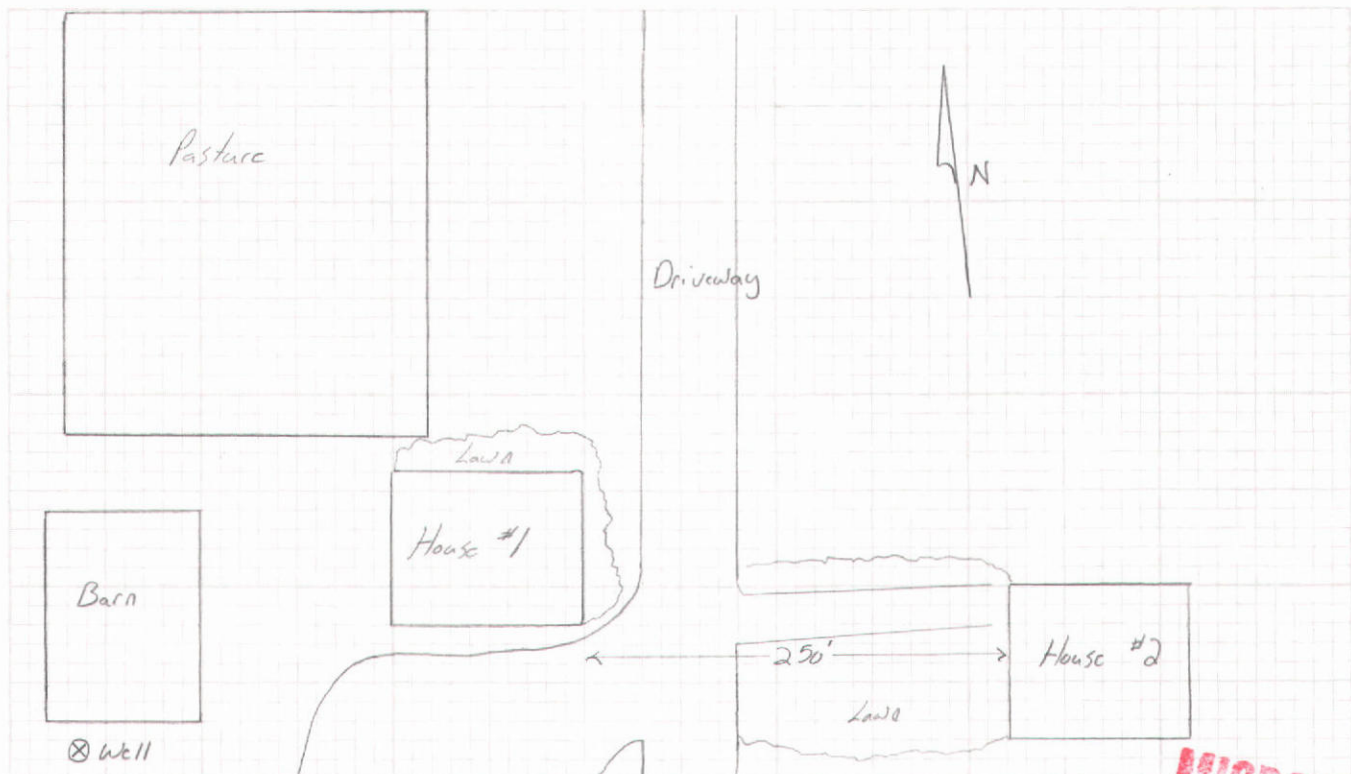
Permit No. 65-12859
1. Owner: Lee M. or Ann Woods Phone No. 338-8058
Current Address: Rt. #1, Box 98 Horseshoe Bend, ID 83629
2. Accompanied by: Lee Woods EXAM. DATE: 6-25-91
Address: Same Phone No. _____
Relationship to Permit Holder: _____
3. Source: Groundwater tributary to _____

B. OVERLAP REVIEW

1. Other water rights with same place of use: 65-3379 ☐ Copies Attached
2. Other water rights with same point of diversion: None ☐ 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



Scale: 1" = None

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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JUL 30 1992

PERMIT 65-12859 INIT MWS

T. R. S. Q/Q

P/D N SE 5 NE/NW

SCALE _____

PHOTO ID. _____

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JUL 30 1992

31 | 32
6 | 5

17N R2E

P/O P/A

E59
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#2.
House #2.



#1
Well with submersible
pump located inside housing.

65-12859



#3

House #1 and
a pasture for
stock.



#4

Well located in
center of picture.
Cattle graze on
15 acres to the
west.

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#5

Stock barns and
place of use in
Foreground.



#6. Users.

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JUL 30 1992

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 15 1998

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.

1. Water Right No(s).: 65-12859
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 Ann O. Woods or Lee M. Woods
RT. 1, Box 95
Grangeville, Idaho 83530

4. New Owner/Claimant(s) Thomas E. Palmer and Brandi D. Palmer
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address P.O. Box 430
City, State and ZIP Code Horseshoe Bend, Idaho 83629
New Telephone Number (208) 793-2312

5. Date you acquired the property February 4, 1998

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 _____ Other uses _____
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) X Thomas E. Palmer
X Brandi D. Palmer
(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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JUN 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. N., 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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ALLIANCE

TITLE & ESCROW CORP.

Please Reply To: 1022 South Washington Avenue
P.O. Box 622
Emmett, ID 83617
208-365-4486
FAX: 208-365-4541

Department of Water Resources
P.O. Box 83720
Boise, Idaho 83720-0098

Attn: Kari Lynn Townsen

ESCROW NO. 3-20652
RE: Woods to Palmer transaction
DATE: 6-22-98

re: water right
65-12859

In connection with the above numbered Escrow, we enclose the following:

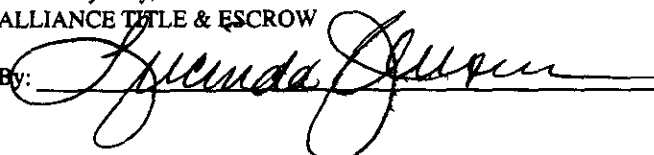
- | | |
|---|------------------|
| () Our check # | In the sum of \$ |
| () Deed recorded | Instrument No. |
| () Deed of Trust recorded | Instrument No. |
| () Note Dated | In the sum of \$ |
| () Title Insurance Policy No. | |
| () Title Insurance Binder | |
| () Copy of Closing Statement | |
| () Copy of Escrow Instructions | |
| () Assignment of Trust Fund | |
| () Change of ownership agreement | |
| (X) Certified copy of "Contract" identified as Real Estate Purchase Agreement | |
| () wherein Woods are selling on a contract to Palmers. | |
| (X) Copy of Recorded Memorandum of Contract recorded on the public record | |
| showing that Palmers are buying on a contract from Woods. | |

(I believe that you already have the documents to transfer the
Water Adjudication into the Palmers name...Mr. Palmer asked me
to certify that these documents do in fact transfer the Woods interest
to the Palmers)

cc: Mr. & Mrs. Thomas E. Palmer
104 Shirley Lane
Horseshoe Bend, Idaho 83629

Any other documents to which you are entitled will be forwarded as soon as they are available.

Yours very truly,
ALLIANCE TITLE & ESCROW

By: 

MICROFILMED

JUN 03 1999

ALLIANCE
TITLE & ESCROW CORP.

HEREBY CERTIFY THAT
THIS IS A TRUE & EXACT
COPY OF THE ORIGINAL.
ALLIANCE TITLE & ESCROW

Guendolen Jensen

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into as of this 6 day of February, 1998, by and between LEE WOODS and ANNIE WOODS, husband and wife, of Horseshoe Bend, County of Boise, State of Idaho, herein referred to as Sellers and THOMAS E. PALMER and BRANDI D. PALMER, husband and wife, of ~~P.O. Box 439~~ ^{Horseshoe Bend} ~~Id. 83629~~, hereinafter referred to as Buyer.

WITNESSETH

Singular terms used herein shall be read and interpreted as if written in the plural when the agreement so requires or permits. Likewise masculine, neuter and feminine terms shall be interpreted as being interchangeable so as to give reasonable sense and meaning to the terms and covenants herein.

PROPERTY: For and in consideration of the mutual covenants and agreements herein contained, to be kept and performed by the parties hereto, it is mutually agreed as follows: Seller hereby agrees to sell to Buyer, and Buyer covenants and agrees to purchase from Seller, the following described real property situated in the County of Boise, State of Idaho, to-wit:

See Exhibit A which is attached hereto and incorporated herein by reference as if set out in full.

RESERVING and excepting therefrom, however, an easement for ingress, egress and utilities for the benefit of property retained by Grantors over and under the property more particularly described on Exhibit B which is attached hereto and incorporated herein by reference as if set out in full.

Said tract of land including all water and ditch rights appurtenant to or used in connection with the properties conveyed hereby.

Said tract of land subject to rights of way, easements, covenants, restrictions and zoning regulations as appear of record or by use upon the premises.

PURCHASE PRICE: It is agreed by and between the parties that the purchase price for said realty, improvements and personal property included in this sale, is the sum of THREE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$395,000.00) together with interest on that part of the purchase price remaining

from time to time unpaid as described below from MAY 6, 1998, which is payable as follows:

- (a) The sum of TWO HUNDRED THREE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$203,850.00) due at the closing of this transaction;
- (b) The sum of ~~thirty-five~~ ^{seventy thousand nine hundred} ~~62/100~~ DOLLARS (\$70,935.62) by Buyers assuming and paying according to its terms and conditions together with interest thereon that certain Real Estate Purchase Agreement with JOHN B. LINK and THERESA M. LINK, husband and wife, as sellers, and LEE WOODS and ANNIE WOODS, husband and wife, as buyer;
- (c) The sum of ~~two hundred fourteen and~~ ^{one hundred twenty thousand} ~~32/100~~ DOLLARS (\$120,214.32) together with interest thereon at the rate of 6% per annum from May 6, 1998, which is payable as follows:

All accrued interest shall be paid on or before the 6th day of August, 1998. The entire remaining principal and interest shall be paid on or before the 6th day of February, 1999;

- (e) All payments shall be applied first to the interest accrued to date of payment and secondly to the principal;
- (f) Buyer shall have the right to prepay all or any portion of the deferred balance of the purchase price at any time without penalty. Any prepayment made by Buyer shall be applied first to interest then owing and the balance to principal reduction. Said prepayment shall not reduce the amount or alter the frequency or date of payment described hereinabove.

POSSESSION: It is agreed that Buyer shall take possession of said property 5 days after notification by buyer upon , 1998, and shall thereafter be entitled to retain and enjoy said property so long as Buyer complies with the conditions and provisions of this agreement.

WASTE: It is agreed that the Buyer, at Buyer's own expense, will keep improvements on said property in good condition and repair, reasonable wear and tear excepted, and that Buyer shall not commit nor permit waste or damages thereto.

TAXES, ASSESSMENTS AND ACCRUALS OF INTEREST: All taxes, assessments and accruals of interest levied and assessed on said described premises for the years prior to 1998 shall be paid by the Seller. All taxes,

assessments or accruals of interest now or hereafter levied and assessed on said premises for the year 1998 shall be prorated between the parties as of February 6, 1998, each party to pay his proportionate share thereof. All taxes, assessments and interest levied and assessed on said premises for the years subsequent to the year 1998 shall be paid by the Buyer before the same become delinquent.

PERSONAL PROPERTY: It is agreed that no personal property is included in this sales transaction.

PREMISES INSPECTED: Buyer represents that it has thoroughly inspected the premises and all parts thereof and accepted the same AS IS and that there are no warranties, expressed or implied except as herein specified, if any. It is further specifically provided that neither the Seller, nor its assigns, shall be held to any covenant respecting the condition of any improvements on said premises or any of the property or to any agreement for alteration, improvements or repairs not included in this agreement.

Said property is conveyed AS IS as to existing boundary fences, if any, after reasonable inspection by the Buyer and the Seller does not make any representations or warranties as to the qualifications or suitability of said land for any purpose.

ESCROW: It is agreed that ALLIANCE TITLE & ESCROW COMPANY, Emmett, Idaho, shall act as escrow agent for each of said parties and that the initial escrow deposit fee shall be divided equally between Seller and Buyer, and that all subsequent escrow collection and disbursement charges shall be divided equally between Seller and Buyer.

The escrow instructions shall constitute directions and instructions to said escrow agent with respect to such escrow agent. The said deferred balance of the purchase price and interest thereon shall be paid by the Buyer to said escrow agent to the credit of the Seller. Buyer shall pay its share of escrow fees in addition to payments on the deferred balance.

In the event the amount due under this contract is paid before the amount due under the prior existing contract is paid in full, the documents held in escrow under this contract shall be transferred to the escrow under the prior existing contract. In the event the prior existing contract is paid in full before the amount due under this contract is paid in full, the documents in the prior existing escrow

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shall be transferred to this escrow and delivered according to its terms and conditions.

WARRANTY DEED: Seller shall deposit with the escrow agent hereunder a good and sufficient warranty deed conveying said property to the Buyer which instrument shall be delivered to the Buyer upon final payment under the terms of this agreement as herein mentioned; or upon default hereunder, as hereinafter provided, redelivered to Seller.

QUITCLAIM DEED: Buyer shall deposit with the escrow holder hereunder a quitclaim deed reconveying the subject property to Seller, and it is agreed that in the event of default by Buyer, not cured within the time herein provided after notice of default, the escrow agent is authorized to deliver said quitclaim deed to Seller to be recorded, in order that any interest Buyer may have had in the subject property may be cleared of record. The recording of such quitclaim deed from Buyer to Seller shall be conclusive proof, as against the Buyer, and Buyer's heirs, personal representatives, successors and assigns that Buyer has defaulted in the performance of this agreement and that all procedures set forth herein for sending of such notice of default, rescission of this agreement, and the termination of Buyer's rights to continue the purchase and a continued possession of the property have been fully and completely complied with by Seller, it being recognized and agreed that if Buyer claims any defect in such notice of default or procedures, or if Buyer claims any equitable interest in the property described herein, Buyer shall and must commence a legal action to assert such claims, if any, prior to the expiration of the time herein provided for correcting defaults and delivery of said quitclaim deed by the escrow agent after notice of default is given as herein provided and unless said action is commenced within such period of time, all such claims are waived by Buyer. If Buyer shall not default in the performance of this agreement, said quitclaim deed shall be delivered to Buyer along with the other documents held in escrow to which Buyer shall be entitled, and Buyer shall destroy said Quitclaim Deed.

INSURANCE: It is agreed that the Buyer shall provide fire and casualty insurance protection for the premises in an amount not less than the maximum insurable value. The policy shall be payable to the parties hereto as their respective interests may appear. The proceeds of any insurance, at Buyer's option, shall be applied toward the replacement of the property, or payment of the obligation. The Buyer shall make its election within ninety (90) days after the

property is damaged, and if the Buyer does not make its election within this period, the Seller shall make the election as to how the proceeds of insurance will be applied. Proof of current insurance in the required amount shall be deposited with the closing agent and kept current with the escrow agent at all time during the term of this agreement.

TITLE INSURANCE: Seller shall, at its own expense, furnish to the Buyer within thirty (30) days after the execution hereof, preliminary title report or commitment for the purpose of issuance of an extended coverage title insurance policy insuring title to said premises for conveyance to the Buyer in an amount of the total purchase price set forth in this agreement. If such preliminary report shall not commit such title insurance company to insure title to said premises without exception, excepting those set forth in this agreement, and the standard exceptions of such title insurance policy, then the Buyer shall, in writing, set forth the particulars wherein such preliminary report shall not commit such title insurance company to so insure title and Seller upon receiving such notice shall diligently undertake and consummate such acts and proceedings to cause title insurance to be issued insuring such title as herein set forth, such proceedings to be completed within six (6) months after receipt of such notice. Title defects not specified in such notice or within twenty (20) days after receipt by the Buyer of a preliminary report will be deemed to have been waived by the Buyer and the extended coverage title insurance policy shall be furnished within twenty (20) days after the expiration of the period for objections or within twenty (20) days after such objections have been removed. Seller will provide the extended coverage title insurance policy and the difference in the cost between a standard policy and the extended coverage, policy shall be divided between Seller and Buyer. Seller shall pay the portion of the title insurance policy that equals what a standard title insurance policy would cost.

ENCUMBRANCE: It is understood and agreed between the parties that the above described premises are subject to the following encumbrances:

Real Estate Purchase Agreement, entered into on or about June 5, 1986, with JOHN B. LINK and THERESA M. LINK, husband wife, as sellers, and LEE WOODS and ANNIE WOODS, husband and wife, as buyers, and as modified on the 14 day of October, 1997, by a portion of the

property being released from the contract. The portion of the property released IS NOT included in the sale to Palmers.

Buyers agree to assume the above-described encumbrance and pay the remaining payments of principal and interest due under said encumbrances, promptly, when the same are required to be paid.

RESERVED: It is expressly agreed that title to the said property and any improvements thereon, or to be placed thereon, is specifically reserved in the Seller until Buyer complies with all covenants herein contained or assumed.

MEMORANDUM OF CONTRACT: The parties agree that a memorandum of contract shall be signed by the parties and recorded.

LIENS: It is agreed that the parties shall not suffer or allow any liens to be placed on said property during the term of this agreement, without first obtaining written permission of the other party. This paragraph does not prohibit an assignment or sale of the premises or contract, as long as said sale or assignment is made subject to the terms and conditions herein contained, and with the further understanding that neither party is released from any covenants herein contained without a written release to that specific effect.

It is agreed and understood that the Buyer is not acting as the agent or servant of the Seller and the Buyer does further agree that it will not hold itself out to be the agent or servant of Seller.

TIME IS OF THE ESSENCE AND DEFAULT: Time and punctuality of payment are of the essence and a material part of this agreement; and in the event Buyer shall default in the performance of the terms of this agreement, Seller shall cause notice in writing to be given to Buyer, specifying the manner in which such default occurred., Said notice shall be given in accordance with the escrow instructions. The notice shall be addressed to Buyer at PO Box 430
Horseshoe Bend, Id. 83629, or such other address as Buyer shall request in writing, and the notice shall be served upon the Buyer by depositing the notice in any United States Post Office, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the Post Office as aforesaid. If Buyer shall fail to cure such default within thirty-five (35) days after the service of such notice as aforesaid, then Seller may elect to declare the entire unpaid balance on the agreement, including principal, interest, taxes, assessments, attorney fees and any other sums owing Seller to be immediately due and owing.

In the event Buyer fails to pay the full amount owed, Seller shall give a second written demand using the procedure for giving a notice of default demanding that the full amount owed be paid. If Buyer fails to pay the full amount owed within sixty (60) days of the second written demand then Seller may elect to:

(1) Bring suit to establish the balance owing hereunder as a debt due Buyer to Seller and to foreclose this agreement as a real estate mortgage securing said debt, in accordance with the laws of the State of Idaho, relating to the foreclosure of real estate mortgages, including the right to a deficiency judgment; nonnotice to Buyer of election to pursue this course of action is required prior to suit, or

(2) Declare this agreement to be terminated due to said default. In that event, this agreement shall be immediately terminated and Buyer shall forfeit all rights to said premises, and all payments made hereon shall be retained by Seller as liquidated damages for the breach of this agreement. In that event, Buyer agrees to immediately surrender the possession of the premises and to any improvements made thereon, which improvements shall attach to and become a part of the real property and shall be retained as liquidated damages. If notice of election of this remedy is not given in the notice of default, then an additional certified mail notice of the election terminate the agreement shall be given and Buyer agrees to immediately vacate the premises upon receipt of the notice.

c. To pursue any other remedy in law or equity to enforce the performance of this agreement, or to recover damages for breach thereof.

d. In the event that it becomes necessary for either of the parties to place this agreement in the hands of an attorney for enforcement of its rights hereunder, then the defaulting party agrees in such case to pay a reasonable attorney fee incurred by the prevailing party, and shall further pay the costs of preparation and service of any default, which sum shall be added to the balance due under the terms of this agreement, and payment of which shall be necessary to cure any default specified in such notice.

FORBEARANCE: It is further expressly understood and agreed that acceptance by Seller of any payments of the principal, interest or repayment of any taxes after the same may have been past due, or after Buyer may have defaulted under this agreement in any particular whatever, or any forbearance of any kind that may be granted or allowed by Seller to Buyer under this agreement shall not

in any wise be deemed or construed or considered as waiving or surrendering any of the conditions or covenants of this agreement or of any subsequent default that may be made by the Buyer. It is further expressly agreed that any delay in enforcing the performance of any of the provisions of this agreement shall not operate to waive, or be a waiver of, the right of Seller to enforce any provisions of this agreement, in accordance with its terms.

ATTORNEY FEES: The parties acknowledge that this agreement, the accompanying escrow instructions, deeds and other documents were prepared by an attorney for the Buyer, and that Seller was invited to seek its own legal counsel. The parties agree that Buyer paid the costs of preparation thereof, and Seller shall reimburse Buyer for ½ of the cost of preparation.

HEIRS AND ASSIGNS: This agreement shall be binding upon the heirs, administrators, executors, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused their names to be written, all as of the date and year herein first above written.

SELLERS:

BUYERS:


LEE WOODS


THOMAS E. PALMER


ANNIE WOODS


BRANDI D. PALMER

STATE OF IDAHO

County of Gem

ss.

On this 6th day of February, 1998, before me, the undersigned, a Notary Public for Idaho, personally appeared LEE WOODS and ANNIE WOODS, husband and wife, known to me to be the persons whose names are subscribed to the within 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.


Notary Public for Idaho
Residing at Emmett, Idaho
My Commission Expires 6-30-2000

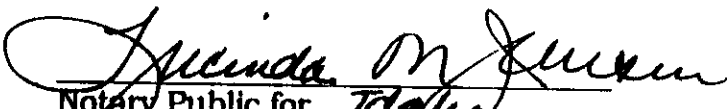
STATE OF Idaho

County of Gem

ss.

On this 6th day of February, 1998, before me, the undersigned, a Notary Public for said State, personally appeared THOMAS E. PALMER and BRANDI D. PALMER, husband and wife, known to me to be the persons whose names are subscribed to the within 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.


Notary Public for Idaho
Residing at Emmett Idaho
My Commission Expires 6-30-2000

MICROFILMED
JUN 03 1999

INST# 167539REQUEST Alliance

98 FEB -6 PM 2:34

BOISE COUNTY RECORDER

BY Amie L. Pappin
TYPE Not FEE 12.00/ck

167539

MEMORANDUM OF CONTRACT

Sellers: LEE WOODS and ANNIE WOODS

Rt 1 Box 98Horseshoe Bend, Id. 83629

Buyers: THOMAS E. PALMER and BRANDI D. PALMER

PO Box 430Horseshoe Bend, Id. 83629

Property:

See Exhibit A which is attached hereto and incorporated herein by reference as if set out in full.

RESERVING and excepting therefrom, however, an easement for ingress, egress and utilities for the benefit of property retained by Grantors over and under the property more particularly described on Exhibit B which is attached hereto and incorporated herein by reference as if set out in full.

NOTICE IS HEREBY GIVEN that the Sellers named herein have entered into a Real Estate Purchase Agreement with the Buyers named herein for the sale of the above-described real property. Completion of the Real Estate Purchase Agreement by the Buyers shall result in the property being conveyed to the Buyers. The recording of a quitclaim deed from Buyers to Sellers shall be conclusive proof that the Buyers' interest has been forfeited, that the real estate purchase agreement has been terminated and that the Buyers no longer have any interest in the described property.

DATED this 4 day of February, 1998.

SELLERS:

Lee Woods

LEE WOODS

BUYERS:

Thomas E. Palmer

THOMAS E. PALMER

Annie Woods

ANNIE WOODS

Brandi D. Palmer

BRANDI D. PALMER

MICROFILMED

JUN 03 1999

STATE OF IDAHO)

) ss.

County of Gem)

On this 4 day of February, 1998, before me, the undersigned, a Notary Public for Idaho, personally appeared LEE WOODS and ANNIE WOODS, husband and wife, known to me to be the persons whose names are subscribed to the within 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.



Linda M. Olson
Notary Public for Idaho

Residing at Emmett, Idaho

My Commission Expires 6-30-2000

STATE OF Idaho)

) ss.

County of Gem)

On this 4 day of February, 1998, before me, the undersigned, a Notary Public for said State, personally appeared THOMAS E. PALMER and BRANDI D. PALMER, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand had affixed my official seal the day and year in this certificate first above written.



Linda M. Olson
Notary Public for Idaho

Residing at Emmett, Idaho

My Commission Expires 6-30-2000

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JUN 03 1999

EXHIBIT "A"

PARCEL I

East Half Southwest Quarter Section 32, Township 8 North,
Range 2 East, Boise Meridian, Boise County, Idaho

West Half Southeast Quarter Section 32, Township 8 North,
Range 2 East, Boise Meridian, Boise County, Idaho

EXCEPT

A parcel of land being a portion of the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 32, Township 8 North Range 2 East, Boise Meridian, Boise County, Idaho, and lying Northeasterly of the approximate center line of the Brownlee Loop Road and more particularly described as follows:

BEGINNING at a stone marking the Northwest corner of said Southwest Quarter of Section 32, thence along the Northerly boundary of said Southwest Quarter of Section 32,
South 89 degrees 30'14" East 1,417.51 feet to a point marking the intersection of said Northerly boundary of the Southwest Quarter of Section 32, and said approximate centerline of the Brownlee Loop Road, said point being the REAL POINT OF BEGINNING; thence continuing along said Northerly boundary of the Southwest Quarter of Section 32,

South 89 degrees 30'14" East 1,217.45 feet to an iron pin marking the Northeast corner of said Southwest Quarter of Section 32; thence along the Northerly boundary of said Southeast Quarter of Section 32,

South 89 degrees 33'42" East 1,313.34 feet to an iron pin marking the Northeast corner of said West Half of the Southeast Quarter of Section 32; thence along the Easterly boundary of said West Half of the Southeast Quarter of Section 32,

South 00 degrees 13'26" West 2,278.19 feet to a point marking the intersection of said Easterly boundary of the West Half of the Southeast Quarter of Section 32 and said approximate centerline of the Brownlee Loop Road; thence along said approximate centerline of the Brownlee Loop Road the following courses and distances to points;

North 75 degree 33'55" West 11.95 feet; thence
North 83 degrees 58'22" West 84.87 feet; thence
South 76 degrees 46'20" West 91.85 feet; thence
South 63 degrees 22'08" West 82.17 feet; thence
South 61 degrees 37'53" West 90.64 feet; thence
South 80 degrees 55'28" West 58.51 feet; thence
North 89 degrees 30'36" West 106.36 feet; thence
North 81 degrees 41'12" West 87.76 feet; thence
North 75 degrees 59'58" West 94.62 feet; thence
North 82 degrees 39'15" West 99.54 feet; thence
North 79 degrees 20'41" West 89.75 feet; thence
North 72 degrees 24'49" West 69.40 feet; thence
North 65 degrees 55'03" West 81.40 feet; thence
North 69 degrees 12'54" West 84.82 feet; thence
North 75 degrees 40'17" West 62.78 feet; thence
North 83 degrees 00'52" West 72.56 feet; thence
North 81 degrees 47'16" West 93.72 feet; thence
North 62 degrees 44'31" West 67.76 feet; thence
North 46 degrees 08'37" West 51.06 feet; thence
North 30 degrees 48'57" West 67.99 feet; thence
North 24 degrees 55'53" West 80.62 feet; thence
North 27 degrees 34'08" West 67.13 feet; thence
North 29 degrees 26'22" West 70.51 feet; thence
North 34 degrees 55'06" West 85.18 feet; thence
North 38 degrees 02'23" West 79.41 feet; thence
North 38 degrees 02'41" West 86.77 feet; thence
North 37 degrees 34'14" West 71.45 feet; thence
North 39 degrees 42'25" West 58.02 feet; thence
North 40 degrees 08'06" West 71.99 feet; thence
North 38 degrees 42'37" West 71.13 feet; thence
North 34 degrees 42'27" West 91.49 feet; thence
North 31 degrees 36'12" West 111.55 feet; thence

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Continuation of Exhibit A

North 25 degrees 59'24" West 76.03 feet; thence
North 18 degrees 27'30" West 93.74 feet; thence
North 18 degrees 06'52" West 77.09 feet; thence
North 23 degrees 23'12" West 86.34 feet; thence
North 26 degrees 51'23" West 96.60 feet; thence
North 30 degrees 21'18" West 81.47 feet; thence
North 29 degrees 42'59" West 115.68 feet; thence
North 23 degrees 49'44" West 120.23 feet; thence
North 25 degrees 34'28" West 92.02 feet; thence
North 32 degrees 13'27" West 85.05 feet; thence
North 32 degrees 29'21" West 83.61 feet; thence
North 26 degrees 16'20" West 77.74 feet; thence
North 14 degrees 20'37" West 73.84 feet; thence
North 09 degrees 32'06" West 84.25 feet; thence
North 11 degrees 14'59" West 112.00 feet; thence
North 10 degrees 12'47" West 72.38 feet to a point marking
the intersection of said Northerly boundary of
the Southwest Quarter of Section 32, also said
point being the POINT OF BEGINNING.

PARCEL II

Lots 3 and 4, the Southwest Quarter Northwest Quarter and
the Southeast Quarter Northwest Quarter Section 5;
Southeast Quarter Northeast Quarter Section 6; all in
Township 7 North, Range 2 East, Boise Meridian, Boise
County, Idaho.

PARCEL III

Southwest Quarter Southwest Quarter and the West Half
Northwest Quarter Southwest Quarter in Section 5; Southeast
Quarter, Section 6, Township 7 North, Range 2 East, Boise
Meridian, Boise County, Idaho.

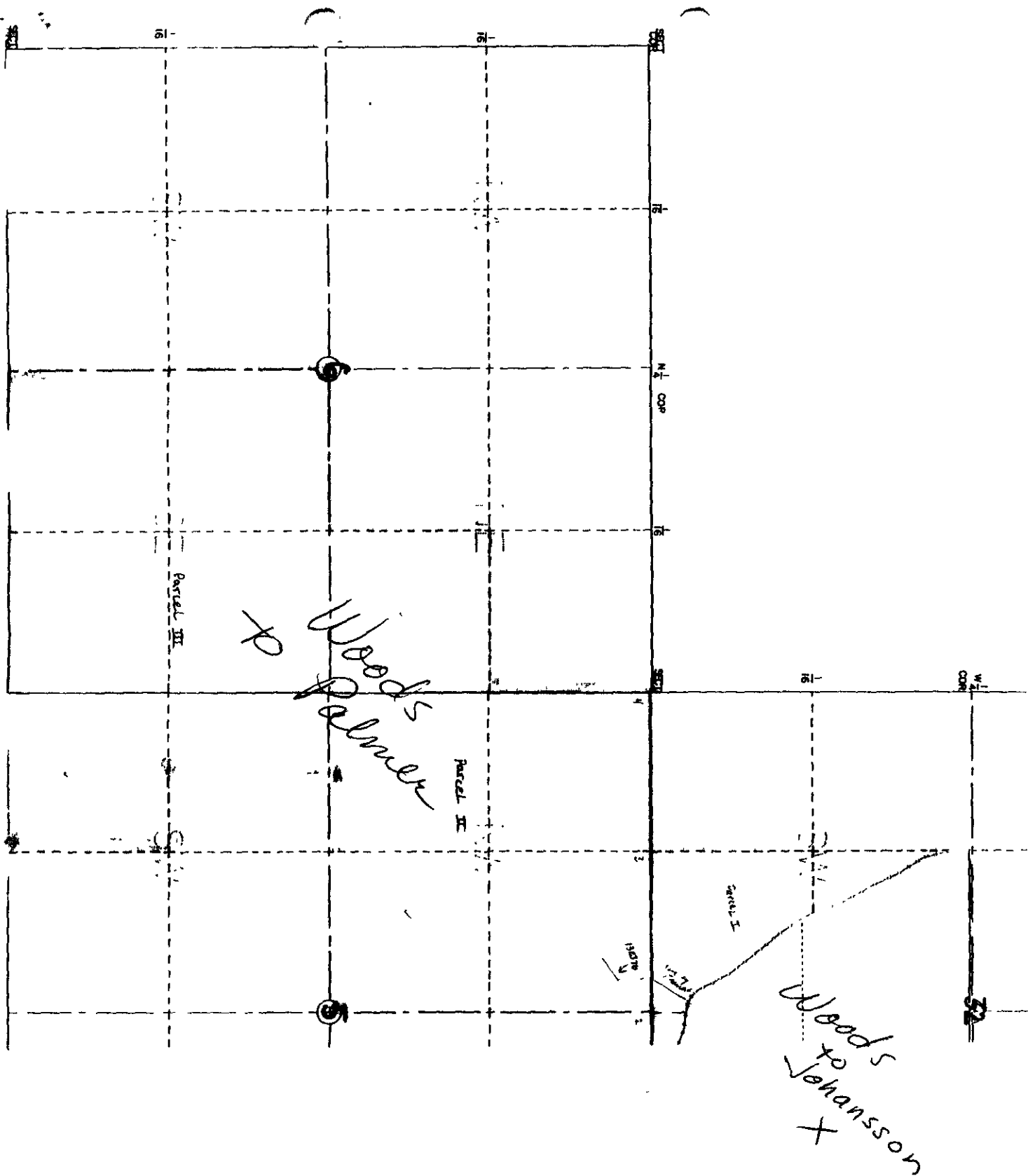
EXHIBIT B

An easement for ingress, egress and utilities described as follows:

A 20-Foot Wide ingress and egress and Power Line Easement being 10.00 feet
left of and 10.00 feet right of the following described centerline lying
in the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 32, T. 8 N., R. 2 E.,
B.M., Boise County, Idaho and more particularly described as follows:

Beginning at an aluminum cap marking the Southeast corner of said E $\frac{1}{2}$ of
the SW $\frac{1}{4}$ of Section 32, thence along the Southerly boundary of said E $\frac{1}{2}$ of
the SW $\frac{1}{4}$, South 89°35'22" East 339.98 feet to a point; thence leaving said
Southerly boundary of said E $\frac{1}{2}$ of the SW $\frac{1}{4}$, North 33°12'53" East
540.03 feet to a point of intersection of said center line of the
power line easement and the approximate centerline of the Brownlee Loop
Road, said point being the REAL POINT OF BEGINNING; thence continuing,
North 33°12'53" East 421.78 feet to the point of terminus of the above
described 20-Foot wide ingress, egress and Power Line Easement.

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JUN 03 1999



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JUN 03 1999

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 65-12859

Priority: August 1, 1988

Maximum Diversion Rate:

0.05 CFS

Maximum Diversion Volume:

3.3 AF

This is to certify, that LEE M WOODS
ANN WOODS

RT 1 BOX 98

HORSESHOE BEND ID 83629

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated August 1, 1988; and has submitted Proof of Beneficial Use on October 5, 1990. An examination indicates that the works have a diversion capacity of .050 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>
STOCKWATER	01/01 to 12/31	0.02 CFS	0.9 AF
DOMESTIC	01/01 to 12/31	0.05 CFS	2.4 AF
	Totals	0.05 CFS	3.3 AF

LOCATION OF POINT(S) OF DIVERSION: Lot 3(NENW), Sec. 5, Township 07N, Range 02E
BOISE County

PLACE OF USE: STOCKWATER
TWN RGE SEC

07N 02E 5 Lot 3(NENW)

PLACE OF USE: DOMESTIC, same as STOCKWATER use

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. Domestic use is for 1 home.
6. Stockwater use is for 55 horses and 15 range cattle.

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JUL 30 1992

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 65-12859

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 16th
day of July, 1992.

Acting for R. Keith Higginson, Director

RECEIVED

JUL 30 1992

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED

To appropriate the public waters of the State of Idaho

1. Name of applicant Lee M. or Ann Woods Phone 338-8058
Post office address Rt. 1, Box 98 Horseshoe Bend, ID 83629
2. Source of water supply groundwater which is a tributary of _____
3. Location of point of diversion is _____ 1/4 of NE 1/4 of NW 1/4, Govt. Lot 3
Sec. 5 Township 7N Range 2E B.M. Boise County; additional
points of diversion if any: _____
4. Water will be used for the following purposes:
Amount 0.1 for Irrigation purposes from 4/1 to 11/1 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 0.04 for Domestic purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 0.04 for Stockwater purposes from 1/1 to 12/31 (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) 0.18 and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. 6" well, pump & pipeline

b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total
reservoir capacity _____ acre-feet, period of year when water will be diverted to storage.
_____ to _____ inclusive
c. Proposed well diameter is 6" inches, proposed depth of well is 145' 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).

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DEC 09 1988

applicant to make this filing

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

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

10. Describe any other water rights used for the same purposes as described above. None

Total number of acres to be irrigated 50

[illegible]

b If water is used for other purposes, place a symbol of the use (example: *D for Domestic*) in the corresponding column.

9 Description of place of use.

e. Other; describe fully

d. Domestic; show number of households.

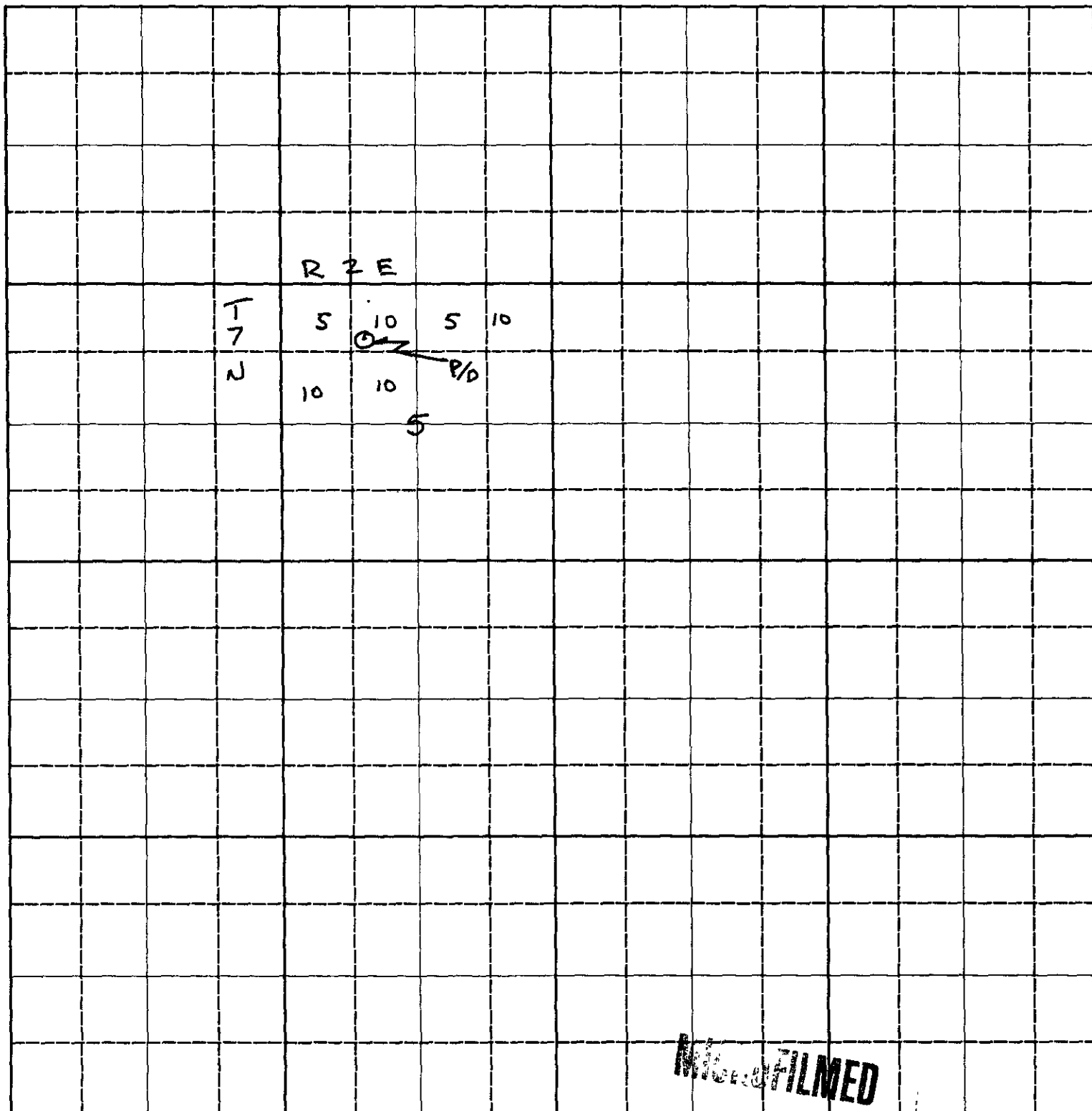
c. Municipal; show name of municipality.

b Stockwatering; list number and kind of livestock. 75 horses, 100 range cattle

a. Hydropower, show total feet of head and proposed capacity in KW

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.



Scale 2 inches equal 1 mile

FILED

DEC 09 1988

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.

Lee M. Wood
(Applicant)

Received by JimDate 8-1-88

8-3-88

3:00 pm

Preliminary check by gFee \$ 30.00Received by CP# 0002097Date 8/1/88Publication prepared by GCDate 8-31-88Published in Idaho WorldPublication approved OKDate 10-28-889/7 & 9/14/88

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. 65-12859, 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

December 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

Permit holder shall comply with the drilling permit requirements

of Section 42-235, Idaho Code.

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.

Witness my hand this 29th day of November, 1988.

D. Ann Sawyer

MICROFILMED

DEC 09 1988

STATE OF IDAHO, }

County of Boise }

Peter Wierenga, being duly sworn, deposes and says: that he is the manager and principal clerk of THE IDAHO WORLD, a weekly newspaper published at Idaho City, in the County of Boise and State of Idaho; the said paper has been and is in general circulation in the county aforesaid, and in the vicinity of Idaho City; that the advertisement, a copy of which is hereto attached, was published in said newspaper once a week for two (2) consecutive weeks in the entire and regular issue of every number of said paper during the period and time of publication and was published in the newspaper and not a supplement; that said paper has been established and regularly and continuously published for more than seventy-eight weeks past previous to the first publication of this notice. Such notice was published in the issue beginning with

9/7....., 1988...and ending with the issue of 9/14.....

1988.....

Peter A. Wierenga

Subscribed and sworn to before me this 22.. day of Sept. 19 88...

Jean Wierenga
Resides in Boise, Id.....

Commission Expires 9/14/94.....

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DEC 09 1988

A copy of this Notice of Default has been sent to all required parties.
DATED this 5th day of August, 1988

Charles Johnson, III
JOHNSON OLSON ROBISON, CHARTERED

Douglas R. Schwartz
IDAHO CENTRAL CREDIT UNION

Published in the IDAHO WORLD, Aug. 24, 31, Sept. 7 & 14, 1988.

NOTICE OF APPLICATION FOR WATER RIGHT

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

63-10692
HIGBY, ORLESCO A.
HC-33, BOX 2053
BOISE, ID 83706

Source: SPRING; Tributary: ROBIE CREEK, SOUTH FORK; Diversion Pt: LOT 1 (NENENE) Sec. 1 T 03N R 03E; Use: DOMESTIC (.020 CFS); Date Filed: 8/23/1988; In: T04N R04E S31 SESW.

65-12859 ✓ DK
WOODS, LEE M.
WOODS, ANN
RT. 1, BOX 98
HORSESHOE BEND, ID 83629

Source: GROUNDWATER; Diversion Pt: LOT 3 (NENW) Sec. 5 T 07N R 02E; Use: IRRIGATION (.100 CFS), STOCKWATER (.040 CFS), DOMESTIC (.040 CFS); Date filed: 8/01/1988; In: T07N R02E S05, Lot 1 (NENE) SWNW, Lot 2 (NWNE) SENW, Lot 3 (NENW), Lot 4 (NWNW), 50.0 ACRES TOTAL.

65-12860
PETERSON, JACK E.
PETERSON, SHIRLEY A

HC 76, BOX 2384 Department of Water Resources
GARDEN VALLEY, ID 83622

Source: PAYETTE RIVER, MIDDLE FORK, Tributary: PAYETTE RIVER; Diversion Pt: SESE Sec. 14 T 10N R 04E; Use: IRRIGATION (.030 CFS), FIRE PROTECTION (.040 CFS); Date Filed: 8/30/1988; In: T10N R04E S14 SESE, 1.0 ACRES TOTAL.

65-12861
WAPII CREEK HOME IMPROVEMENT ASSN.
C/O MAX MOOREHOUSE
7720 PREECE DRIVE
BOISE, ID 83704

Source: GROUNDWATER; Diversion Pt: SESW Sec. 31 T 10N R 11E; Use: IRRIGATION (.150 CFS), DOMESTIC (.200 CFS); Date Filed: 8/30/1988; In: T10N R11E S31 NENW, NESW; NWNW, NWSW, SWNW, SWSW; SENW, SESW; 5.0 ACRES TOTAL.

The permit(s) will be subject to all prior water rights. Protests must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise, Idaho 83705 on or before SEPTEMBER 26, 1988.

R. KEITH HIGGINSON, Director

Published in the IDAHO WORLD, Sept. 7 & 14, 1988.



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

May 12, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

THOMAS E PALMER
BRANDI D PALMER
PO BOX 430
HORSESHOE BEND ID 83629

RE: Water Right 65-12859

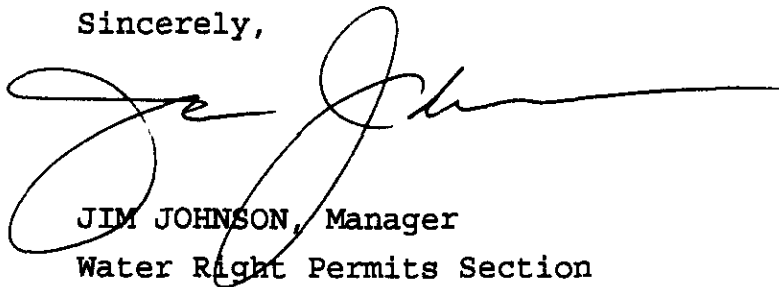
Dear Mr. & Mrs. Palmer:

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,



JIM JOHNSON, Manager
Water Right Permits Section

JJ:klt

Enclosure

MICROFILMED
JUN 03 1999

M E M O R A N D U M

DATE: June 22, 1998

TO: File 65-12859

FROM: Kari Lynn Townsend

RE: Telephone Conversation

=====

Thomas Palmer telephoned today to discuss the returned real estate purchase agreement. He stated that the property was purchased by the Woods on a real estate purchase agreement and that Alliance Title told him that it could be considered as a legal document in lieu of a deed, contract of sale, etc.

I told Mr. Palmer that we would accept the real estate purchase agreement if Alliance Title would certify it as a legal document. He agreed to contact the title company and have this done and return the certified copy to us.

I discussed this action with Jim Johnson and he is in agreement.

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JUN 03 1999



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

June 18, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

THOMAS E PALMER
BRANDI D PALMER
PO BOX 430
HORSESHOE BEND ID 83629

RE: Change of Ownership of Water Right 65-12859

Dear Mr. & Mrs. Palmer:

The paperwork that you have submitted for changing the ownership of the above referenced water right has been forwarded to me for processing.

As I checked over the information that accompanied the change of ownership form, I found that you had included a real estate purchase agreement *instead of* a deed, title policy, contract of sale or other legal document indicating your ownership of the property and water rights.

I am returning the real estate purchase agreement along with a copy of the change of ownership form with the appropriate supplemental documentation request highlighted.

We will be happy to complete the processing of your ownership change request upon receipt of the proper documentation.

If you have any questions regarding this matter, please call me at 208-327-7941.

Sincerely,

A handwritten signature in cursive script that reads "Kari Lynn Townsend".

Kari Lynn Townsend
Secretary

/k

Enclosures

MICROFILMED

JUN 03 1999

July 20, 1992

LEE M WOODS
ANN WOODS
RT 1 BOX 98
HORSESHOE BEND ID 83629

RE: WATER RIGHT NO. 65-12859

Dear Water Right Holder(s):

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

Sincerely,

PAMELA SKAGGS
Water Resource Agent

PS:cz

Enclosure

MAILED

JUL 30 1992

June 23, 1992

LEE M WOODS
ANN WOODS
RT 1 BOX 98
HORSESHOE BEND ID 83629

RE: WATER RIGHT NO. 65-12859

Dear Water Right Holder(s):

Enclosed is a draft copy of the license proposed to be issued on the above referenced water right.

This right is currently being reviewed by this office for licensing. The enclosed preliminary copy is subject to change upon further administrative review.

We ask that you review the proposed license and if you do not concur with the information, please let us know within 10 days.

Sincerely,

PAMELA SKAGGS
Water Resource Agent

PS:cz

Enclosure

MAILED
JUL 30 1992

LICENSE REVIEW CHECKLIST

Permit # 165-12859

Date 6-12-92
28

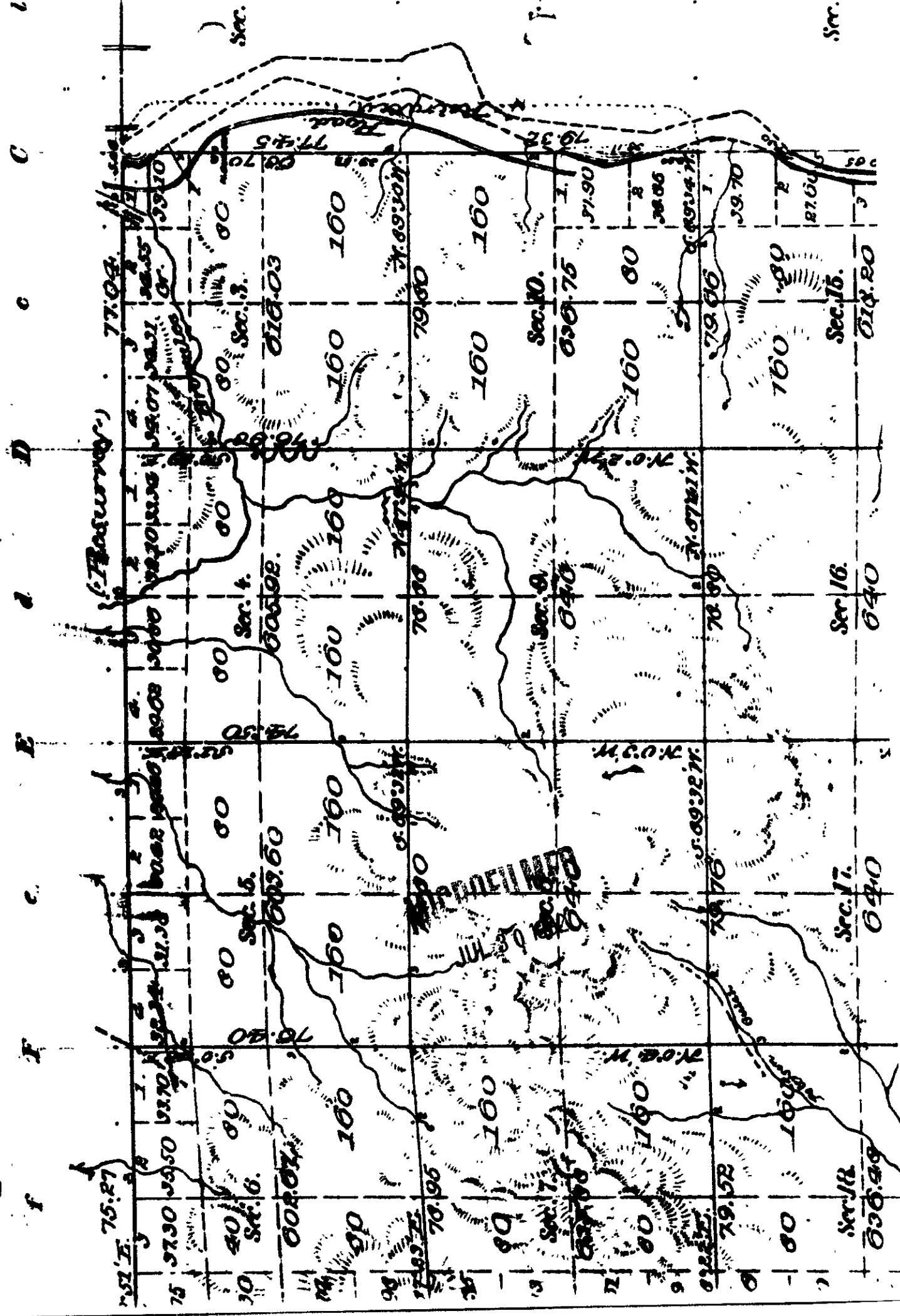
NAME	<u>Yes</u>	<u>No</u>	Address Change?
PRIORITY DATE	<u>Yes</u>	<u>No</u>	Advance?
	<u>Yes</u>	<u>No</u>	Memo to Advance
	<u>Yes</u>	<u>No</u>	Order to Reinstate Needed?
TOTAL CFS	<u>Yes</u>	<u>No</u>	Incorrect Fee for rate recommended?
	<u>NA</u>	<u>Yes</u>	Disagree with Actual Measurement?
		<u>Yes</u>	Disagree with Theoretical?
	<u>Yes</u>	<u>No</u>	Limited by Capacity?
TOTAL VOLUME			Rate/ac <u> </u> AFA Irr. Season <u> </u>
			Standard Irr. Season
			Season Recommended
	<u>Yes</u>	<u>No</u>	Disagree with Examiner's Calculations?
		<u>Yes</u>	Limited by Flow?
SOURCE	<u>Yes</u>	<u>No</u>	Changes? Clarification of <u>Originally</u>
	<u>Yes</u>	<u>No</u>	Intended source
	<u>Yes</u>	<u>No</u>	Notice of Intent to Void.
P/D	<u>Yes</u>	<u>No</u>	Verify with Map
	<u>Yes</u>	<u>No</u>	Amendment Needed?
	<u>Yes</u>	<u>No</u>	Is Overlap Analysis a Consideration?
P/U	<u>Yes</u>	<u>No</u>	Verify with Map
	<u>Yes</u>	<u>No</u>	Amendment Needed?
	<u>Yes</u>	<u>No</u>	Is Overlap Analysis a Consideration?
USES	<u>Yes</u>	<u>No</u>	Change(s) in Nature of Use?
	<u>Yes</u>	<u>No</u>	Amendment Needed?
REMARKS	<u>Yes</u>	<u>No</u>	Multiple P/Ds in 1/4 1/4?
	<u>Yes</u>	<u>No</u>	Non-Irr. Uses <u>STOCK/55 horses, 15 cows DOM/2 Homes</u>
	<u>Yes</u>	<u>No</u>	Special Overlap Condition
	<u>Yes</u>	<u>No</u>	Other
CONDITIONS	<u>Yes</u>	<u>No</u>	Measuring Device
	<u>Yes</u>	<u>No</u>	W/Master Control
	<u>Yes</u>	<u>No</u>	Overlap
	<u>Yes</u>	<u>No</u>	Water Quality
	<u>Yes</u>	<u>No</u>	DATES/MISC
	<u>Yes</u>	<u>No</u>	Water Dist.
	<u>Yes</u>	<u>No</u>	App Rec'd
	<u>Yes</u>	<u>No</u>	Exam Made

COMMENTS/MEMOS NEEDED: Reduced rate, acres & uses

License 10-Day 15-Day Special Correspondence

Handwritten signature/initials

Township No 7 North Range No 2 East of the Boise



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
APR 03 1992
Department of Water Resources

A. GENERAL INFORMATION

Permit No. 65-12859
Phone No. 338-8058
1. Owner: Lee M. or Ann Woods
Current Address: Rt. #1, Box 98 Horseshoe Bend, ID 83629
2. Accompanied by: Lee Woods EXAM. DATE: 6-25-91
Address: Same Phone No. _____
Relationship to Permit Holder: _____
3. Source: Groundwater tributary to _____

B. OVERLAP REVIEW

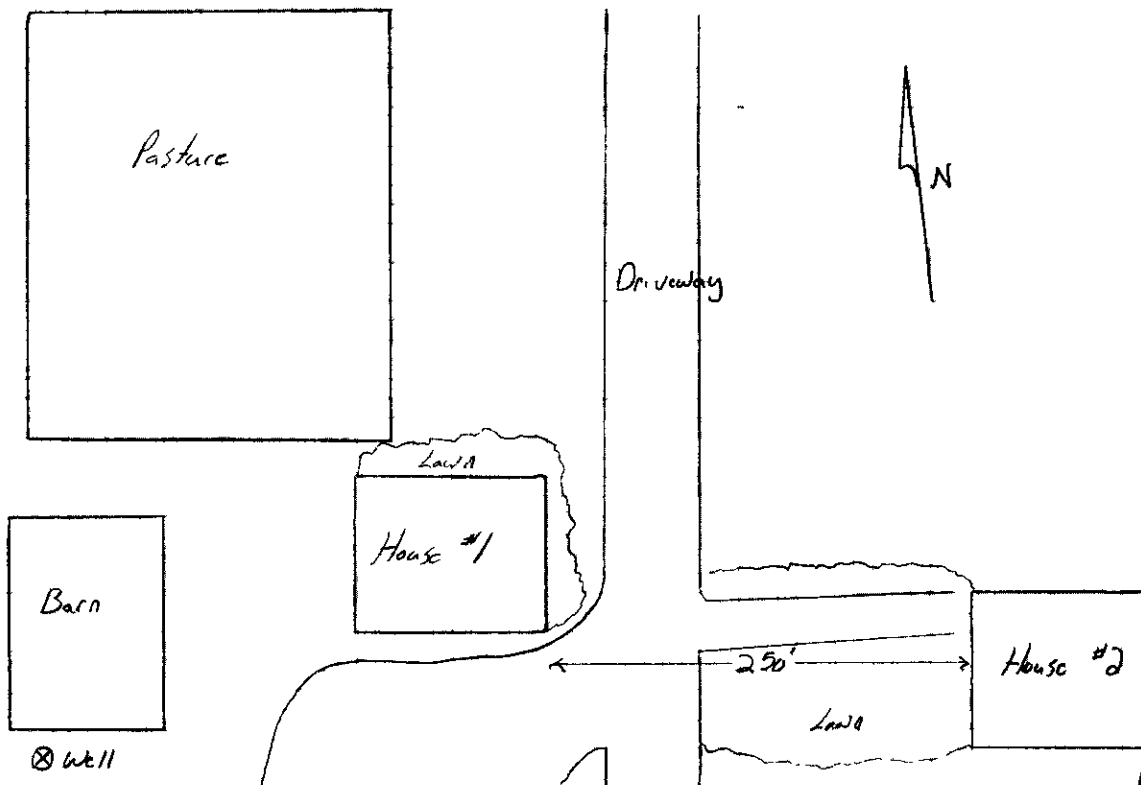
1. Other water rights with same place of use: 65-3379

☐ Copies Attached
2. Other water rights with same point of diversion: None

☐ 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



Scale: 1" = None

2. ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required)
☒ Photo of Diversion and System Attached
(required for all but single household domestic groundwater, and stockwater.)
☐ Aerial Photo Attached
(required for irrigation of 10 acres or more).

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

A 6" well with a submersible domestic pump is used to divert water for stock & domestic uses. Two boxes, with four, fifty-five boxes and fifteen cows use water from the well. The owners have decided to abandon the irrigation usage from this well, and no system was in place.

☐ 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
	No tags	1 1/2		No tags	

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

5. Point(s) of Diversion:

[illegible]

6. Place(s) of Use:

Indicate Method of Determination *USGS Photo Quad*

[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:

1 1/2 hp pump, 20 psi c/s for domestic, 140' dynamic level from well log

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method.

From Table no. 6 51-100 head = ~~0.3 cfs~~ + (.04 cfs x 2) = .11 cfs
 $70 \times .00022 = .015 = .02 \text{ cfs}$ 2 Dom = .06 cfs

2. Alternate Method for Checking Purposes:

1.5 hp x 88 x 70% / (2.31 x 20 psi) + 140' = .05 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:

$V_{IR} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) =$ _____

$V_{DR} = [\text{Diversions Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 =$ _____

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

2. Volume Calculations for Other Uses:

$V_{DR} = .05 \text{ cfs} \times 1.9835 \times 365 \text{ days} = 36.2 \text{ afa}$

$V_{IR} = \text{Table no. 6 51-100 head} = 1.4 \text{ afa}$
 $70 \times .0134 = .9 \text{ afa} + (2 \times 1.2 \text{ afa}) = 3.8 \text{ afa}$
 $2 \times 0.1 = 3.3 \text{ afa}$

RECEIVED
JUL 30 1992

H. REMARKS AND OVERLAP REVIEW ANALYSIS

The irrigation component from P.U. has been abandoned.
No other water rights affect this permit.

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (af)
	From	To		
Domestic (2)	1/1	12/31	05.04	2.4
Stockwater	1/1	12/31	03.02	1.4.9

Totals:

05.06

3.8 3.3

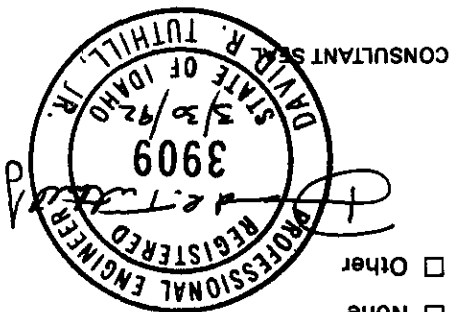
2. Recommended Amendments

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

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

J. AUTHENTICATION

Field Examiner's Name Mark Soars
 Signature Mark Soars
 Certification Date 6-26-91
 Field Report Preparation Date 6-26-91



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

Memorandum

JUL 3 0 1992

PERMIT _____ INIT _____

T. R. S. Q/Q

P/D _____

SCALE _____

PHOTO ID. _____

MOUNTAIN

Gulf

Peterson

MICROFILMED

JUL 30 1982

31 32
6 5

17N 12E

9/10 9/11

E59
T55

DEEMED

30 1992

Department of Water Resources

WELL INSPECTION FORM

If well is associated with water right, provide WR# 65-12859

Otherwise provide legal description and a sketch map and/or address so that the well can be located easily.

1. Legal Description: TWP 7N, Rge 2E, Sec. 5, NE 1/4 NW 1/4 or Lot _____.

2. Owner: Lee or Ann Woods

Address Rt 1, Box 98, City Horseshoe Bend, St IO

3. Casing $\geq$ 12 inches above ground: Yes / No _____

4. Access Port: Yes / No _____ Static Water Level: _____
Pressure Gauge: Yes _____ No / Casing Diameter: 6"
Flowing: Yes / No _____ Temperature: _____

5. Are there any obvious construction problems that may be a source for contamination or waste of water: Yes _____ No /

If answer to Item 5 is Yes, describe in remarks and attach photo.

Remarks: _____

MICROFILMED
JUL 30 1992

~ #65-12859 ~



#1 Well with submersible
pump located inside housing.



#2.

House #2

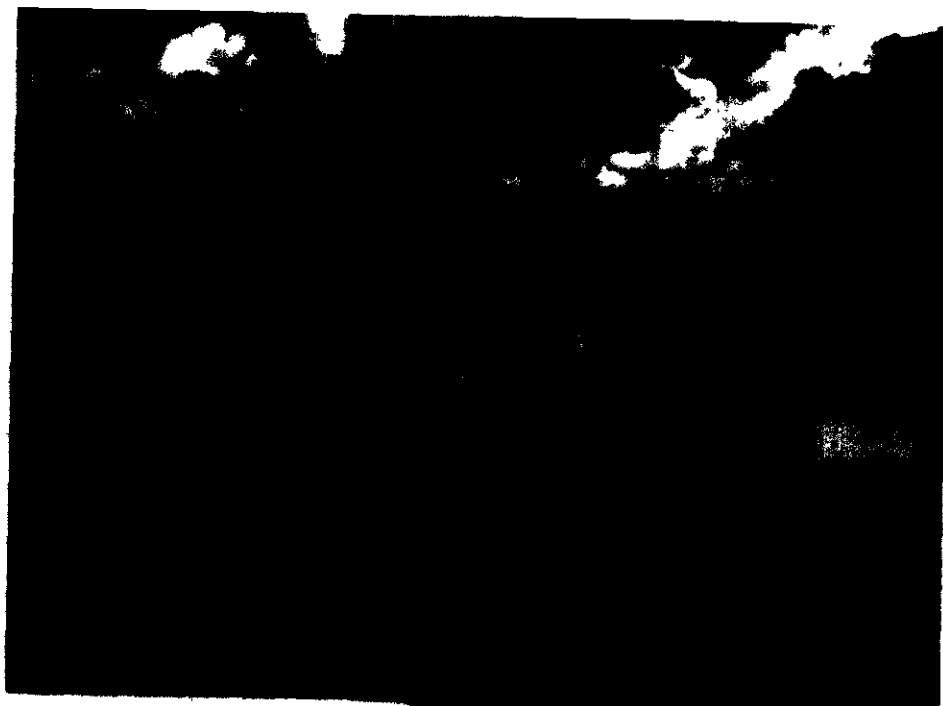
MICROFILMED
JUL 30 1992

#65-12859



#3

House #1 and
a pasture for
stock



#4

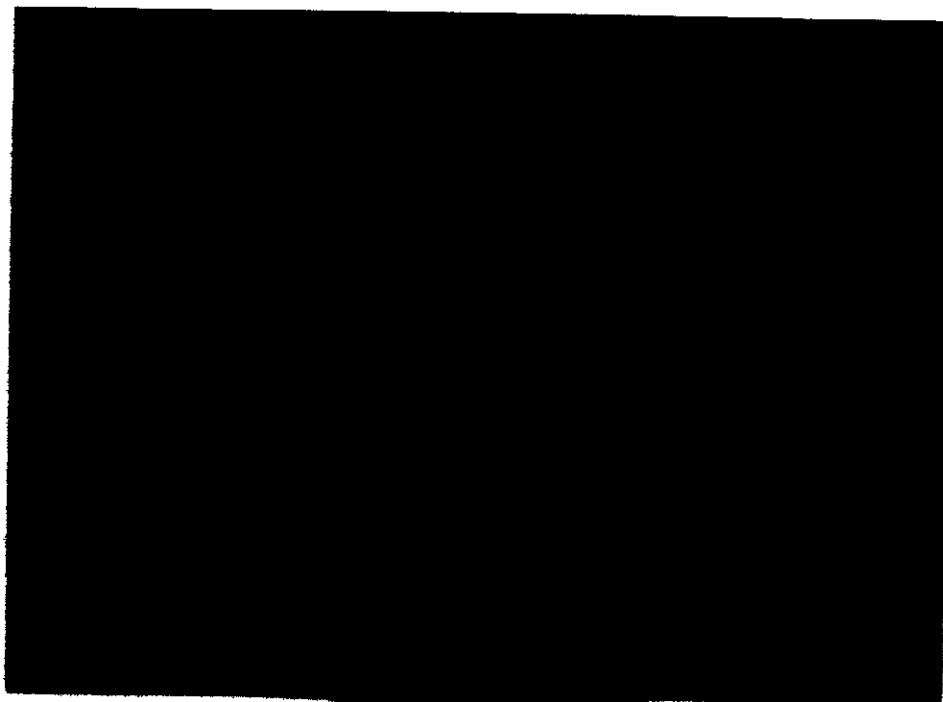
Well located in
center of picture.
Cattle graze on
15 acres to the
west

RECORDED
JUL 30 1992



#5

Stack barns and
place of use in
Foreground



#6

Users.

Microfilm
JUL 30 1992

December 27, 1990

LEE M. WOODS
ANN WOODS
RT. 1 BOX 98
HORSESHOE BEND, ID 83629

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 65-12859

Dear Permit Holder:

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

If you have questions concerning this matter, please feel free to contact the WESTERN Regional Office in Boise at (208)334-2190.

Sincerely,

Rita Fleck
Secretary/Records Manager

c: IDWR - Region

MAILED
JAN 29 1991

ANALYSIS SHEET
for
PROOF OF BENEFICIAL USE

Permit No. 65-12859

Date 12-21-90

GENERAL CONSIDERATIONS

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

SOURCE OF WATER

☒ Surface water source
☒ Ground water source
☒ Drill permit req'd?
☒ Copy in file? Drill permit no. 65-88-7-83
☒ Well log in file?
100 Amt paid for drilling permit? ☒ Correct?

LICENSE EXAMINATION FEE

N Required?
☒ Amount submitted?
☒ Correct amount?

MEASURING DEVICE

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

DEFICIENCIES OR ACTION ITEMS

proof acceptable

PRIORITY CALCULATION

Date proof received JB
Date proof due / -
No. of days late / -
Priority date / +
NEW PRIORITY DATE / =

RECEIVED

STATE OF IDAHO

For Office Use Only
Amt. of Fee \$ N/A
Date N/A
Receipt No. N/A
Received by N/A

OCT 5 1990

DEPARTMENT OF WATER RESOURCES

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. 65-12859 Telephone No. 338-8058

Name(s) of Permit Holder(s): Lee & Ann Woods

Post Office Address: Rt. 1 Box 98 Horseshoe Bend, Id. 83629

Source of Water: Ground Water

If ground water, well driller's name: Bob Gestrin Date drilled: 7/20/88

Extent of Use:
Domestic ☒ (No. of households) 1 Irrigation ☒ (No. of acres) 0.08
Stockwater ☒ (No. and type of stock) 75 horses 100 cows Other _____

Total rate and/or volume for which proof is submitted 0.08 cfs _____ acre/feet

Show date water was first diverted and beneficially used under this permit: 6/01/89

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: \$ 0 (See License Examination Fee Schedule)

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

Lee M. Woods 338-8058
Name Telephone No.

Rt 1 Box 98 Horseshoe Bend, Id. 83629
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.

RECEIVED

JAN 29 1991

10/1/90 Lee M. Woods
Date Signature (and title if on behalf of a company or organization)

USE ADDITIONAL SHEETS IF NECESSARY — FORWARD THE WHITE COPY TO THE DEPARTMENT

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
COMMENCEMENT OF WORKS

Permit No. 65-12859 Lee M. or Ann Wood's

Name(s) of Permit Holder(s): Et1 Box 98 Horse Lake Bend

Post Office Address: Idaho 83629 Tel. No. 208-338-8058

☒ I hereby certify that construction of diversion works for the above referenced permit began on September 1, 1991 (date) and that I must

continue to develop the water system with diligence to maintain a valid permit.

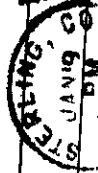
☐ I hereby certify that construction of diverting works on the above referenced project has not yet begun due to the following reason beyond my control:

Note: A financing difficulty is 1-9-89 Date Paul Donnell Wood's Signature of Permit Holder
not an acceptable reason

blooms

Rt 1 Box 98

Horseshoe Bend, Id 83628



25 USA



MICROFILMED

JAN 29 1991



RECEIVED

IDAHO DEPARTMENT OF WATER RESOURCES
STATEHOUSE
BOISE, IDAHO 83720

Department

138500

September 30, 1990

LEE M. WOODS
ANN WOODS
RT. 1 BOX 98
HORSESHOE BEND, ID 83629

PROOF DUE NOTICE

RE: PERMIT NO. 65-12859

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 December 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

MICROFILMED

JAN 29 1991

Form 235-1
4/88

John Beal
1301 N. Orchard
Boise

Drilling Permit No. 65-88-2-83
Water Permit No. 65-12859
Injection Permit No. _____

State of Idaho
Department of Water Resources

DRILLING PERMIT

(Authorizing Construction of a Well)*

1. Applicant Lee & Ann Woods
2. Address Rt. 1 Box 98 Horseshoe Bend, Id.
83629 Telephone 338-8058
☒ Well Owner ☐ Well Operator ☐ Other, specify _____
3. Proposed well location ~~NE 1/4~~ NW 1/4, or Gov't lot No. 8,
Sec. 35, Twp. 8N, Rge. 2E, County Boise,
Lot, block and subdivision _____
4. Proposed use of well: (Check all that apply)
☒ Domestic ☐ Stockwater ☐ Monitoring
☒ Irrigation ☐ Industrial ☐ Municipal
☐ Injection ☐ Other, Specify _____
5. Well construction information:
☒ New well ☐ Deepen ☐ Replace
Proposed surface diameter 2 Maximum depth 150
Anticipated bottom hole temperature: _____
☒ 85°F or less (Cold water well)
☐ 85°F to 212°F (Low temp. geothermal well)
☐ 212°F or more (Geothermal well)
6. Anticipated construction start date 30
7. Well Driller (if known) Gestrin & Yankee Well Drilling 408
Address Donnelly
8. Applicant's signature Lee M. Woods
Title owner
Date July 28, 1988

MICROFILMED

JAN 29 1991

* After other pre-requisite approvals have been obtained.

* Fee is \$10 for single family domestic. Other uses may be \$100, \$50 or \$10.

ACTION OF IDWR

(☒) Approved () Denied

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. This permit does not constitute the approval of the District Health Department or the Idaho Department of Health and Welfare which may be required before construction of this well.
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.
7. This drilling permit does not represent a right to divert and use the water of the State of Idaho.

SPECIFIC CONDITIONS:

8. *Approved For domestic use only until
A water right permit is approved.*

Dated this 1st day of August, 1988.

Signed

Title

Joh E Beal

SECTION MANAGER
GROUNDWATER PROTECTION

Received by CP Fee 100⁰⁰ Date 8/1/88 JAN 22 1991

Receipt No. 2002097 Construction start extension to _____

Extension approved by _____

S T A T E O F I D A H O
D E P A R T M E N T O F W A T E R R E S O U R C E S

Statehouse
Boise, Idaho 83720
(208) 334-7900
December 5, 1988

LEE M. WOODS
ANN WOODS
RT. 1 BOX 98
HORSESHOE BEND, ID 83629

P E R M I T A P P R O V A L N O T I C E

RE: PERMIT NO. 65-12859

Dear Permit Holder:

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

You should be aware that the groundwater you propose to divert is located within a drainage basin where surface waters are regulated during the months of low flow. It is possible that diversion of groundwater may have an adverse impact on these surface water flows. Information available to us at this time does not warrant refusing to issue permits in your area, but we do caution that diversions of groundwater are not allowed to deplete flows available for surface water users with earlier priority dates. Siting your well as far from surface sources as possible and casing out upper water producing zones may reduce the potential of interference.

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

Please 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 the office of origin by you commence construction, no later than the date the permit was approved.

Minuteman

DEC 09 1988

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 SPACKMAN, Supervisor
Water Rights Permits Section

GS: SC
Enclosures

RECORDED

DEC 09 1988

1 No. 202a

7

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT ANALYSIS SHEET

PP 7N 2E S. 5 NENW - L.3
PW " NENE - L.1
NWNE - L.2
NENW - L.3
NWNW - L.4
SWNW -
SE NW -

TIAL REVIEW BY SL DATE 8/5/88 APPLICATION NUMBER 65-12859

REQUIRED INFORMATION

- ☒ Name (If applicant is a corporation or partnership, names must be provided for the director, officers, & other partners.)
☒ Address
☒ Source (See USGS Quad for names of water sources)
☒ Point of Diversion (10 acres for spring, lot & block descriptions for subdivisions, local name, flow and/or volume)
☒ County
☒ Quantity (flow and/or volume)
☒ Period of Use
☒ Nature of proposed use (Include description of use.)
☒ Description of diverting works
☒ Time required for beneficial use of water
☒ Place of use or acres irrigated
☒ Map
☒ Signature (If applicant is corp. partnership, or municipality, title of signator is required)
☒ Yes ☐ No* In form to receipt

ADDITIONAL INFORMATION

- ☒ Overlapping place of use (Describe source & relationship to present application on the back.) yes
☒ Overlapping point of diversion yes
☐ Yes ☐ No Field check required
Field check by _____
☐ Yes ☐ No Field report attached
☐ Yes ☐ No Critical groundwater area
☐ Yes ☐ No Groundwater management area
☐ Yes ☐ No Send dam safety information
☐ Yes ☐ No Send power requirement letter
☐ Yes ☐ No Send fish farm requirement letter
☐ Yes ☐ No Power residency affidavit
☐ Yes ☐ No Power efficiency form
☐ Yes ☐ No Within trustwater boundary (If yes, attach trust water supplementary analysis sheet.)
☐ Yes ☐ No Diversion greater than 5 cfs or 500 acre ft. (If yes, attach large diversion supplementary analysis sheet.)
☒ See reverse side for additional information

REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT

Date Requested NOV 02 1988

Department of Water Resources

P/O

65-3379 springs, different source

P/W

65-3379 springs, stockwater storage & use in E $\frac{1}{2}$ NW $\frac{1}{4}$.

65-10906 Spring for domestic use in NENE (L.1).

These are rights for other lands.

☒ Yes ☐ No In form for advertising
☐ Yes ☒ No Statewide advertising
☒ Yes ☐ No Fee amount, receipt date & No. recorded on application

☐ Idaho Dept. of Health & Welfare ☐ U.S. BLM
☐ Idaho Dept. of Fish & Game ☐ U.S. Forest Service
☐ Idaho Dept. of Lands ☐ Water District
☐ Adjudication Bureau Unit ☐ Other

☒ Yes ☐ No Affidavit of publication received
☒ Yes ☐ No Application published correctly. If not, record action taken.

☒ Yes ☐ No Publication dates & paper, recorded on application
☐ Yes ☒ No Protests received
 Final date for protest September 26, 1988
☐ Yes ☒ No Protests, dates, resolution of protest, recorded on application
☐ Yes ☒ No Recommendations attached
☐ Yes ☒ No Measuring device required
☐ Yes ☒ No Access port required
☐ Yes ☒ No Will water be delivered by watermaster? If yes, what Dist. 65
☐ Yes ☒ No Special conditions of approval or cover letter below. P05
26A, [redacted] toward development of this project.
☐ See below for additional information
 Date of priority recommended 8/1/1988
 By DW Date 10/31/1988

P05, P23, P17

By EW ☐ See below for additional information
Date 11/25/88

ADDITIONAL INFORMATION

Form 235-1
4/88

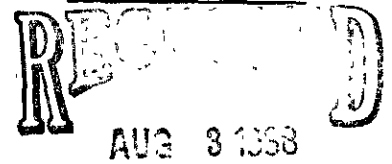
John Beal
1301 N. Orchard
Boise

Drilling Permit No. 65-88-2-83
Water Permit No. _____
Injection Permit No. _____

State of Idaho
Department of Water Resources

DRILLING PERMIT

(Authorizing Construction of a Well)*



Department of Water Resources
Western Regional Office

1. Applicant Lee & Ann Woods
2. Address Rt. 1 Box 98 Horseshoe Bend, Id.
83629 Telephone 338-8058
☒ Well Owner ☐ Well Operator ☐ Other, specify _____
3. Proposed well location ~~NE 1/4~~ ~~NE 1/4~~ ~~NE 1/4~~, or Gov't lot No. 8,
Sec. 5, Twp. 7N, Rge. 2E, County Boise,
Lot, block and subdivision _____
4. Proposed use of well: (Check all that apply)
☒ Domestic ☒ Stockwater ☐ Monitoring
☒ Irrigation ☐ Industrial ☐ Municipal
☐ Injection ☐ Other, Specify _____
5. Well construction information:
☒ New well ☐ Deepen ☐ Replace
Proposed surface diameter 6" Maximum depth 150 +/-
Anticipated bottom hole temperature: _____
☒ 85°F or less (Cold water well)
☐ 85°F to 212°F (Low temp. geothermal well)
☐ 212°F or more (Geothermal well)
6. Anticipated construction start date July 28 August 1988 8/15/88
7. Well Driller (if known) Gestrin & Yankee Well Drilling
Address Donnelly
8. Applicant's signature Lee M. Woods
Title owner
Date July 28, 1988

RECEIVED

DEC 09 1988

* After other pre-requisite approvals have been obtained.

* Fee is \$10 for single family domestic. Other uses may be \$100, \$50 or \$10.

ACTION OF IDWR

(☒) Approved () Denied

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. This permit does not constitute the approval of the District Health Department or the Idaho Department of Health and Welfare which may be required before construction of this well.
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.
7. This drilling permit does not represent a right to divert and use the water of the State of Idaho.

SPECIFIC CONDITIONS:

8. *Approved for domestic use only until
A water right permit is approved.*

MICROFILMED

Dated this 15th day of August, 1988.

DEC 09 1988

Signed

Title

John E. Beal
SECTION MANAGER
GROUNDWATER PROTECTION

Received by CP Fee 100⁰⁰ Date 8/1/88

Receipt No. C002097 Construction start extension to _____

Extension approved by _____

65-12859

WOODS, LEE M.
WOODS, ANN
RT. 1 BOX 98
HORSESHOE BEND, ID 83629

Source: GROUNDWATER

Diversion Pt: LOT 3 (NENW) Sec 5 T 07N R 02E

Use: IRRIGATION	(.100 CFS)
STOCKWATER	(.040 CFS)
DOMESTIC	(.040 CFS)

Date Filed: 8/01/1988

In: T07N R02E S05 Lot 1 (NENE) Lot 2 (NWNE) Lot 3 (NENW) Lot 4 (NWNW)
SWNW SENW

50.0 ACRES TOTAL

RECORDED

DEC 09 1988