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JUN 03 2024

DEPT. OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
STATEMENT OF COMPLETION
FOR SUBMITTING PROOF OF BENEFICIAL USE

FOR OFFICE USE ONLY

Amt. of Fee \$ 50.00Receipt No. C118419Received By KMDate Received 6.3.24

#600.00

C120026

KM

2/3/25

The Idaho Department of Water Resources (Department) considers this form a statement that the permit holder(s) applied water to beneficial use and completed development of a water right to the extent described below. **This form must be accompanied by an examination fee, when necessary, or by a completed Beneficial Use Field Report prepared by a certified water right examiner (CWRE).** Please refer to the instructions and fee schedule for this form. If ownership of the permit has changed, complete a Notice of Change in Water Right Ownership form. If you wish to relinquish your permit because you have not established the authorized water use and are not applying for an extension, please notify the Department in writing.

1. Permit No. 63-34497 Name of Permit Holder(s) Harry L Bettis
Telephone No. 208-697-8545 Email cmrhoades@littk-morris.com
Mailing Address P.O. Box 187 City Nampa State Id Zip 83653
2. Source of Water S Fork Willow Crk If Ground Water (well), Date Drilled mo. ____ / yr. ____
Drilling Permit/Tag No. ____ Drilling Company's Name ____

3. Extent of use(s) completed as authorized by the water right permit:

Domestic (No. households) ____ Irrigation (No. acres) ____ Stockwater (No. and stock type) ____
Other Recreational and Aesthetic storage

4. Total diversion rate or volume (storage only) for which proof is submitted ____ cfs OR 2060 af
If the total developed water use is 5 acres of irrigation or less, is stockwater storage of 14.6 acre-feet or less, or has a diversion rate of less than 0.24 cfs, attach a map of the place of use and point of diversion and photographs showing beneficial use.

5. Describe the diversion and delivery system from the water source to the use (pump, lift, irrigation method, etc.)

Dam is built and in adequate condition for storage.

6. Permit condition compliance. Refer to the permit approval conditions and check all the items required, then check "Yes" or "No" to indicate whether the required items were established, submitted, and/or installed:

Required? Yes No (If "Yes", attach required data, evidence of compliance, or evidence of installation)

- ☐ ☒ Ground water level data, pumping information, or other diversion data
☐ ☐ Mitigation plan
☐ ☐ Lockable controlling works
☐ ☒ Measuring device (waived)
☐ ☐ Fish screen
☐ ☐ Other requirements of the water right permit ____

☐ Reasonably Anticipated Future Needs ("RAFN") Municipal use

If RAFN Municipal use, additional increment of beneficial use developed? ☐ Yes (attach CWRE report) ☐ No

7. Fee Enclosed \$ ____ or ☐ CWRE field report attached or ☐ No fee required

See fee schedule on page 3 of the instructions. Proof statements filed without an appropriate fee are incomplete.

8. Person to contact to accompany a Department representative during the field examination of the water system:

Name: Christina Rhoades Telephone No. 208 697-8545 Email cmrhoades@littk-morris.com
Mailing Address P.O. Box 187 City Nampa State Id Zip 83653

The information given on this form is my true statement of the extent to which the above numbered permit has been developed and water has been diverted and applied to beneficial use. I understand that any undeveloped portion of the permit is relinquished to the State of Idaho.

Harry Bettis POA
SIGNATURE OF PERMIT HOLDER

J. Frederick Mack POA
PRINTED NAME AND TITLE

6/3/2024
DATE

*Attach power of attorney if completing on behalf of permit holder.



~ STATE OF IDAHO ~
DEPARTMENT OF WATER RESOURCES

DAM AND RESERVOIR CERTIFICATE OF APPROVAL

This document certifies that:

Aikman Dam located in Section 31, T06N, R01E, Gem County has been inspected by the Idaho Department of Water Resources Dam Safety program as provided in Title 42, Chapter 17 Idaho Code, and is hereby approved to impound water not to exceed a pool level greater than the top wooden flashboards inserted to a height of two (2.0) feet across each of the six bays comprising the primary concrete overflow spillway, corresponding approximately to a vertical measure (freeboard) not less than eight (8.0) feet between the water surface and the lowest point along the top of the dam; however subject to the following terms and conditions:

- This certificate supersedes all previous versions;
- This certificate will expire on **December 31, 2018**;
- Authorized storage is based on the results of periodic inspection, and the continued maintenance, repair and proper operation of the structure by the owner for the protection of public safety;
- This certificate is the property of the State of Idaho and may be revoked at any time upon written notice if the Department determines the structure is unsuitable to impound water, and thus constitutes a danger to life or property downstream;
- The Operation/ Emergency Action Plan shall be revised and updated as necessary to accurately list the correct names, titles, and contact information for communication during an emergency;
- Reservoir storage is limited to existing and valid water right(s) as recorded by the Department of Water Resources.

Dated this 30th day of December, 2016

A handwritten signature in blue ink, appearing to read 'John Falk', is written over a horizontal line.

John Falk, P.E.
Dam Safety Program Manager

IDAHO DEPARTMENT OF WATER RESOURCES

--- DAM SAFETY RECORD OF INSPECTION ---

Inspector: Erik Boe	Dam Owner: Harry Bettis	Hazard: High
Pool Level: 3187 feet above sea level	Dam Height: 76.6 feet	Hydraulic Ht: 67.0 feet
Reservoir Storage: 2,000 acre-feet	Surface Area: 72 acres	NAT DAM ID: ID00491
Others Present: Harry Bettis		Weather Conditions: Cloudy, cool, and rain

PRIMARY DAM OR IMPOUNDING STRUCTURE

Type of Construction: ☒ - Earthen ☐ - Rockfill ☐ - Concrete ☐ - Timber Crib ☐ - Other:

Instrumentation: ☐ - Piezometers ☐ - Inclinometers ☐ - Seismic ☒ - Other: **See remarks below.

Is there another dam, dike, or hydraulic structure impounding a portion of this reservoir? ☐ - Yes ☒ - No

If "Yes", explain:

	Seepage	Erosion	Animal	Vegetation
Upstream Slope	Dry	None Observed	None Observed	Bare to Sparse
Crest	Dry	Animal/Vehicle	None Observed	Bare to Sparse
Downstream Slope	Dry	None Observed	None Observed	Dense Grass/Weeds
Downstream Toe	Dry	None Observed	None Observed	Mixed Vegetation
Left Abutment	Dry	None Observed	None Observed	Dense Grass/Weeds
Right Abutment	Dry	None Observed	None Observed	Dense Grass/Weeds

Observations and Remarks:

** Instrumentation includes 3 settlement pins and 6 piezometers (per design plans).

- US Slope: Appears to be well armored with riprap. Relative to the size of the embankment, there is a minor amount of woody vegetation and an isolated tree that should be removed.
- Crest: Minor ruts from vehicles. Vegetation is relatively sparse; primarily composed of grass and weeds, with some sagebrush that should be removed.
- DS Slope: Vegetation primarily composed of grass and weeds, with minor amount of sagebrush.
- DS Toe: Woody vegetation is growing around the outlet impact basin structure; recommend removing the sagebrush and maturing willows. There were no visible seeps or leaks along the toe.
- A spring located at the base of the right downstream groin was dry; according to the dam owner the spring has been dry for years.
- Both downstream toe drains were dry as expected with the relatively low pool level.
- Fair condition assessment based on the above stated observations.
- Note: a fair amount of precipitation occurred during the inspection, saturating the ground somewhat.

Condition Assessment

☐ - Satisfactory ☒ - Fair ☐ - Poor ☐ - Unsatisfactory ☐ - Not Rated (See Remarks)

Is this structure suitable for the continued impoundment of water? ☒ - Yes ☐ - No

Recommended Action:

Recommend dam owner remove all woody vegetation growing on the embankment as described above.

PRIMARY OUTLET ☐

Size/ Diameter: 36 inch Date Last Operated: seasonally Date Last Inspected: 5/11/11

Type of Conduit: ☒ - Steel ☐ - Plastic ☐ - Concrete ☐ - Cast Iron ☐ - CMP ☐ - Other _____

Location: ☐ - Left Side ☒ - Center ☐ - Right Side ☐ - Other _____

Operating Mechanism: ☐ - Manual ☐ - Electric ☐ - Gas/Diesel ☒ - Other Hydraulic pump

Valve/Gate: ☒ - Upstream Control ☐ - Internal Control (wet well) ☐ - Downstream Control (pressurized)

Is there another outlet or discharge feature associated with this reservoir? ☐ - Yes ☒ - No

If "Yes", explain: _____

Observations and Remarks:

- Outlet was open and discharging at time of inspection.
- The concrete outlet impact basin has dense growth of maturing willows and sagebrush growing along its edges. Recommend removing all woody vegetation around the outlet. Deep root systems associated with woody vegetation can create seepage paths around the outlet and/or lead to cracking of the concrete structure.
- Fair condition assessment based on above stated observation.

Condition Assessment

☐ - Satisfactory ☒ - Fair ☐ - Poor ☐ - Unsatisfactory ☐ - Not Rated (See Remarks)

PRIMARY SPILLWAY

Type of Construction: ☐ - Earthen ☐ - Rock ☐ - Concrete ☒ - Other *See remarks below.

Location: ☒ - Left Side ☐ - Center ☐ - Right Side ☐ - Other _____

Controlled Entrance: ☒ - Yes ☐ - No If "Yes", describe: *See remarks below.

Inflow Design Flood (Q=cfs): PMF = 14,300 cfs Static Freeboard (feet): 8 feet

Is an auxiliary spillway or discharge feature associated with this reservoir? ☐ - Yes ☒ - No

If "Yes", explain: _____

Observations and Remarks:

- * Stepped overflow spillway consists of a primary spillway structure controlled with flashboards, and an emergency fuse plug spillway.
- Sagebrush and weeds are growing within the spillway channel, and on the emergency fuse plug spillway, recommend removing all woody vegetation.
- Primary spillway structure had flashboards installed to a height of 2 feet.
- Fair condition assessment based on the above stated observations.

Condition Assessment

☐ - Satisfactory ☒ - Fair ☐ - Poor ☐ - Unsatisfactory ☐ - Not Rated (See Remarks)



Photo 1: Reservoir.



Photo 2: Downstream drainage basin.

Woody vegetation



Photo 3: Upstream slope; notice minor amount of woody vegetation



Photo 4: Crest and locked outlet control house; notice minor ruts from vehicles.



Photo 5: Downstream slope.



Photo 6: Downstream toe; notice location of outlet.



Photo 7: Outlet control house with vent.



Photo 8: Outlet; note woody vegetation growth next to outlet structure.



Photo 9: Downstream outlet impact basin.

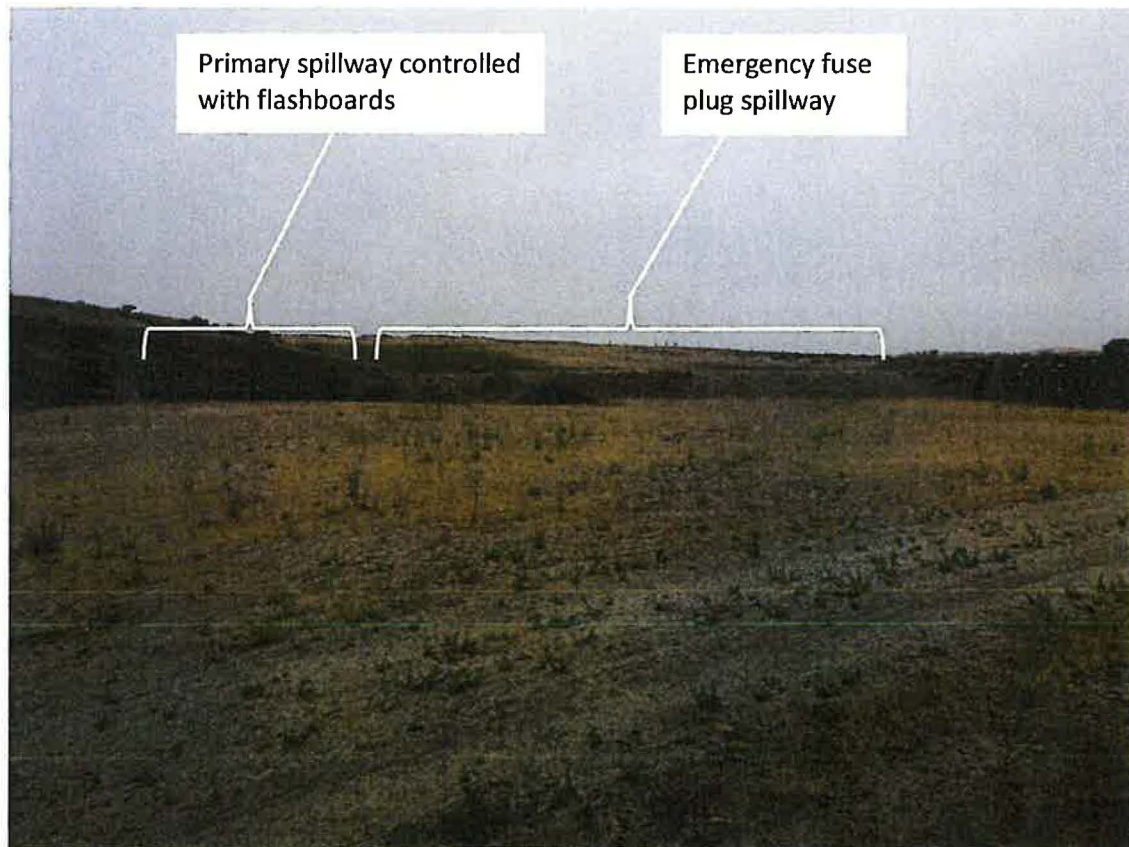


Photo 10: Primary spillway with flashboard controlled entrance and emergency fuse plug spillway.



Photo 11: Primary spillway with flashboard controlled entrance.



Photo 12: Emergency fuse plug spillway.

General Durable Power of Attorney of Harry L. Bettis

I, Harry L. Bettis, of Payette County, Idaho, am creating a Durable Power of Attorney ("Power of Attorney") under the laws of the state of Idaho. I hereby revoke all Powers of Attorney previously granted by me as Principal and terminate all agency relationships created by me except:

Powers granted by me under any Healthcare Power of Attorney;

Powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to and withdraw funds from accounts to which I am a signatory; and

Powers granting access to a safe deposit box.

MY AGENT MAY NOT EXERCISE THE AUTHORITY GRANTED UNDER THIS POWER OF ATTORNEY UNLESS I AM DEEMED INCAPACITATED AS DESCRIBED IN ARTICLE TWO.

Article One Appointment of Agent

Section 1.01 Initial Agent

I appoint J. Frederick Mack to serve as my Agent.

Section 1.02 Successor Agent

If J. Frederick Mack fails to serve, I appoint Doug Black to serve as my successor Agent.

Section 1.03 Prior or Joint Agent Unable to Act

A successor Agent or an Agent serving jointly with another Agent may establish that the acting Agent or joint Agent is no longer able to serve as Agent, by signing an affidavit that states that the Agent is not available or is incapable of acting. The affidavit may (but need not) be supported by a death certificate of the Agent, a certificate showing that a guardian or conservator has been appointed for the Agent, a letter from a physician stating that the

Agent is incapable of managing his or her own affairs, or a letter from the Agent stating his or her unwillingness to act or delegating his or her power to the successor Agent.

Article Two

Effectiveness of Appointment - Durability Provision

Section 2.01 Effectiveness

The authority granted under this power of attorney shall be effective only if I am incapacitated.

I am incapacitated, for all purposes of this Power of Attorney, in any one of the following circumstances:

(a) The Opinion of Two Licensed Physicians

I am incapacitated whenever, in the opinion of two licensed physicians, I cannot effectively manage my property or financial affairs due to age, illness, use of prescription medications, drugs or other substances, or any other cause.

I am restored to capacity whenever my personal or attending physician provides a written opinion that I can effectively manage my property and financial affairs.

I voluntarily waive any physician-patient privilege or psychiatrist-patient privilege that may exist in my favor and I authorize physicians and psychiatrists to examine me and disclose my physical or mental condition to my Agent for purposes of this Power of Attorney.

(b) Court Determination

I am incapacitated if a court of competent jurisdiction declares me disabled, incompetent or legally incapacitated.

(c) Detention, Disappearance or Absence

I am incapacitated whenever I cannot effectively manage my property or financial affairs because I have disappeared for more than 30 days or whenever I am detained under duress.

My Agent may establish by an affidavit of my Agent that I have disappeared or that I am detained under duress. The affidavit must describe the circumstances of my disappearance, absence or detention and may be relied upon by any third party dealing in good faith with my Agent.

Section 2.02 Durability

The authority granted to my Agent under this Power of Attorney shall not be affected by my subsequent disability, incompetency, incapacity or lapse of time.

If this Power of Attorney becomes operative because of my disability or incapacity and if the authority granted to my Agent becomes effective because of my incapacity and I am no longer incapacitated, as evidenced in the manner provided above, this Power of Attorney

shall not be revoked and my Agent's power shall become effective again on my subsequent incapacity as provided above.

Section 2.03 Term of Power of Attorney

This Power of Attorney shall expire at the earlier of:

My death (except for post-death matters allowed under the laws of Idaho), or

Upon my revocation of this Power of Attorney.

Article Three Powers Granted to My Agent

I grant my Agent the powers described in this Article so that my Agent may act on my behalf. In addition, my Agent may do everything necessary to exercise the powers listed below.

Section 3.01 Power to Sell

Unless specifically limited by the other provisions of this Power of Attorney, my Agent may sell any interest I own in any kind of property, real or personal, tangible or intangible, including any contingent or expectant interest, marital right and any right of survivorship incident to joint tenancy or tenancy by the entirety. My Agent may determine the terms of sale and may grant options with regard to sales.

My Agent may dispose of sales proceeds on my behalf as my Agent determines is appropriate.

Section 3.02 Power to Buy

Unless specifically limited by the other provisions of this Power of Attorney, my Agent may buy any kind of property. My Agent may determine the terms for buying property and may obtain options to buy property. In addition, my Agent may arrange to insure the purchased property, and otherwise arrange for its safekeeping.

My Agent is authorized to borrow money for the purposes described in this Section and to secure the loan in any manner my Agent determines is appropriate.

My Agent is authorized to repay from my funds any money borrowed by me or on my behalf and to pay for any purchases made or cash advanced using my credit cards.

Section 3.03 Power to Invest

My Agent may invest and reinvest all or any part of my property in any other property of whatever type, real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possession or territories. Unless specifically limited by the other provisions of this Power of Attorney, my Agent may:

Invest in securities of all kinds, limited partnership interests, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, interests in trusts including investment trusts;

General Durable Power of Attorney of Harry L. Bettis

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Participate in common, collective or pooled trust funds or annuity contracts;

Sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;

Establish and terminate accounts with securities brokers and use brokerage accounts to make short sales and to buy on margin, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;

Establish and terminate agency accounts with corporate fiduciaries; and

Employ and fire financial and investment advisors.

Section 3.04 Power to Manage Real Property

My Agent may manage any real property I now own or may acquire in the future including my personal residence. Unless specifically limited by the other provisions of this Power of Attorney, my Agent may:

Lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this Power of Attorney;

Eject and remove tenants or other persons from property, and recover the property by all lawful means;

Collect and sue for rents;

Pay, compromise or contest tax assessments and apply for tax assessment refunds;

Subdivide, partition, develop, dedicate property to public use without consideration, or grant or release easements over my real property;

Maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon and alter all or any part of my real property;

Employ laborers;

Obtain or vacate plats and adjust boundaries;

Adjust differences in the property's value on exchange or partition by giving or receiving consideration;

Release or partially release real property from a lien;

Enter into any contracts, covenants and warranty agreements regarding my real property that my Agent considers appropriate; and

Encumber property by mortgage or deed of trust.

My Agent may accept real property as a gift or as security for a loan.

Section 3.05 Power to Manage Tangible Personal Property

My Agent may manage any tangible personal property I now own or may acquire in the future. Unless specifically limited by the other provisions of this Power of Attorney, my Agent may:

Lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease or option extends beyond the term of this Power of Attorney;

Recover my property by all lawful means;

Collect and sue for rents;

Pay, compromise or contest tax assessments and apply for tax assessment refunds;

Maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and

Grant security interests in my property.

My Agent may accept tangible personal property as a gift or as security for a loan.

Section 3.06 Power to Operate Businesses

My Agent may continue operating and managing any business in which I now or later own an interest for the period of time and in any manner my Agent considers appropriate.

Unless specifically limited by the other provisions of this Power of Attorney, my Agent may:

Act as a director, general or limited partner, or associate or officer of the business;

Select and vote for directors, partners, associates and officers of the business and enter into owners' agreements with other owners of any business in which I have an interest;

Execute agreements and amendments to agreements necessary to the operation of the business including, but not limited to, stockholder agreements, partnership agreements, buy-sell agreements and operating agreements for limited liability companies;

Hire and fire employees;

Pay employees' salaries and provide for employee benefits;

Employ legal, accounting, financial and other consultants;

Continue, modify, terminate, renegotiate and extend any contracts with any person, firm, association or corporation;

Execute business tax returns and other government forms required for my business;

Pay all business related expenses;

Transact business for me in my name and on my behalf;

Contribute additional capital to the business;

Change the name or the form of the business;

General Durable Power of Attorney of Harry L. Bettis

Incorporate the business;

Enter into a partnership agreement with other persons;

Join in a plan to reorganize or consolidate my business, or merge my business with any other business;

Establish the value of the business under "buy-out" or "buy-sell" agreements to which I am a party;

Create, continue or terminate retirement plans for my business' employees and make contributions required by those plans;

Advance money or other property to the business and make loans of cash or securities to the business as my Agent considers appropriate; and

Borrow for the business and secure any loans with business assets or my personal assets.

My Agent may sell, liquidate or close a business upon terms my Agent considers appropriate, including a sale in exchange for cash, a private annuity and an installment note or any combination of those arrangements.

Section 3.07 Power to Manage Partnership Interests

My Agent may manage any general, limited or special partnership interest I own now or in the future. Unless specifically limited by the other provisions of this Power of Attorney, my Agent may:

Exercise any right, power, privilege or option I may have or may claim under any contract with the partnership;

Modify or terminate my interest on terms and conditions my Agent considers appropriate;

Enforce the terms of the partnership agreement for my protection by instituting or maintaining any action, proceeding or otherwise as my Agent considers appropriate; and

Defend, arbitrate, settle or compromise any action or other legal proceeding to which I am a party because of my membership in the partnership.

Section 3.08 Power Regarding Securities

My Agent may exercise all rights regarding securities that I own now or in the future. Specifically my Agent may:

Buy, sell, and exchange all types of securities and financial instruments including but not limited to stocks, bonds, mutual funds and commodity futures contracts and call and put options on stocks and stock indexes;

Receive certificates and other evidences of ownership with regard to securities;

Hold securities in bearer or uncertified form and use a central depository, clearing agency or book-entry system such as The Depository Trust Company, Euroclear or the Federal Reserve Bank of New York;

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Place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;

Employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-dealer or its nominee;

Exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;

Participate in any reorganization, recapitalization, merger or similar transaction; and

Exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code) or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants or other similar instruments.

Section 3.09 Power to Collect and Settle My Obligations

My Agent may collect all rights and benefits to which I am entitled now or in the future, including, but not limited to, rights to cash payments, property, debts, accounts, legacies, bequests, devises, dividends and annuities. In collecting my obligations, my Agent may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest or otherwise dispose of these matters as my Agent determines appropriate.

My Agent may collect all benefits payable to or for my benefit by any governmental agency or body, such as Supplemental Security Income (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI). I appoint my Agent as my "Representative Payee" for the purposes of receiving Social Security benefits.

My Agent may use all lawful means and methods to recover these assets and rights, to qualify me for benefits and claim benefits on my behalf, and to compromise claims and grant discharges regarding the matters described in this Section. My Agent may convert my assets into assets that do not disqualify me from receiving benefits, or my Agent may divest my assets altogether. In any divestment action or asset conversion, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

Section 3.10 Power Regarding My Retirement Plans and Other Employee Benefits

My Agent may exercise all rights and collect all qualified retirement benefits to which I am entitled now or in the future. Specifically, my Agent may:

Establish, using any of my assets, one or more qualified retirement plans in my name;

Make contributions, including "rollover" contributions, or cause contributions to be made, to any qualified retirement plan my Agent considers appropriate using my assets;

Receive and endorse checks and other distributions to me from any qualified retirement plans, or arrange for the direct deposit of those checks or distributions in any of my accounts;

Elect any form of payment from my qualified retirement plans and to withdraw benefits on my behalf from the IRAs and retirement plans;

Make, exercise, waive or consent to any and all election and option that I may have regarding contributions to qualified retirement plans, investments and administration of the retirement plans, and distribution or other forms of qualified retirement benefits available to me; and

Borrow money, purchase assets from any of my qualified retirement plans and sell assets to any of my qualified retirement plans if the plan authorizes these actions.

Section 3.11 Power Regarding Bank Accounts

My Agent may establish bank accounts of any type in one or more bank institutions that my Agent may choose. My Agent may modify, terminate, make deposits to, write checks on, make withdrawals from and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. In exercising this authority, it does not matter whether or not the account was established by me or for me by my Agent. My Agent is authorized to negotiate, endorse or transfer any check or other instrument with respect to any account, to contract for any services rendered by any bank or financial institution, and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

If more than one Agent is serving concurrently under this Power of Attorney, the signature of any one of them is sufficient to endorse checks or drafts and to draw checks or drafts on my financial accounts.

Section 3.12 Power Regarding Safe-Deposit Boxes

My Agent may contract with any institution to rent a safe-deposit box in my name. My Agent may have access to any safe-deposit box in my name or with respect to which I am an authorized signer. This Section will apply whether or not the contract for the safe-deposit box was executed by me alone or jointly with others or by my Agent in my name. My Agent may also add to or remove the contents of a safe-deposit box, or terminate any rental contract for a safe-deposit box.

Section 3.13 Power to Prosecute and Defend Legal Actions

My Agent may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits or proceedings involving me in any way. This authority includes, but is not limited to, claims by or against me arising out of property damage or personal injury suffered by or caused by me or under circumstances such that the resulting loss may be imposed on me. My Agent may otherwise engage in litigation involving me, my property or my legal interests, including any property, interest or person for which or whom I have or may have any responsibility.

Section 3.14 Power to Loan and Borrow

My Agent may make secured or unsecured loans to any person, entity, trust or estate on my behalf, for any term or payable on demand, with or without interest. My Agent may enter into or modify the terms of any mortgage, deed of trust or security agreement made in connection with any loan and may release or foreclose on the mortgage, deed of trust, or security.

My Agent may borrow money on my behalf at interest rates and on other terms that my Agent considers advisable from any person, institution or other source including, if my then-acting Agent is a corporate fiduciary, its own banking or commercial lending department.

My Agent may encumber my property by mortgages, pledges, and other hypothecation and shall have the power to enter into any mortgage or deed of trust even though the term of the mortgage or deed of trust may extend beyond the term for which this Power of Attorney is effective.

My Agent may borrow money for any purpose on any life insurance policy owned by me on my life even though the term of the loan may extend beyond the term for which this Power of Attorney is effective. My Agent may grant a security interest in the policy to secure the loan. In this regard, my Agent may assign and deliver the policy as security. No insurance company will be under any obligation to determine the necessity of the loan or how my Agent applies the loan proceeds.

Section 3.15 Power to Renounce or Resign from Fiduciary Positions

My Agent may resign or renounce for me any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation and any governmental or political office or position. In so doing, my Agent may file an accounting with the appropriate court of competent jurisdiction or settle on the basis of a receipt, release or other appropriate method.

Section 3.16 Power to Disclaim or Release Property Interests

My Agent may renounce and disclaim any property or property interest or power to which I may become entitled by gift, testate or intestate succession. My Agent may release or abandon any property interest or power that I may own or hold now or in the future, including any interest in, or right over, a trust, including the right to alter, amend, revoke or terminate the trust. My Agent may claim an elective share in any estate or under any will. But my Agent may not make any disclaimer that is expressly prohibited by the law or other provisions of this Power of Attorney.

Section 3.17 Power Regarding Insurance

My Agent may purchase, maintain, surrender, collect, or cancel:

 All kinds of life insurance or annuities on my life or the life of anyone in whom I have an insurable interest;

 Liability insurance protecting me and my estate against third party claims;

Hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or my dependents; and

Casualty insurance insuring my assets against loss or damage due to fire, theft, or other commonly insured risk.

My Agent may pay all insurance premiums, select any options under the policies, increase coverage under any policy, borrow against any policy, pursue all insurance claims on my behalf, and adjust insurance losses. This authority shall apply to both private and public plans, including Medicare, Medicaid, SSI and Workers' Compensation.

My Agent may decrease or terminate coverage under any insurance policy insuring my life. My Agent may receive and dispose of the cash value received if the policy is decreased or terminated and dispose of the cash value as my Agent considers appropriate.

Section 3.18 Power Regarding Taxes

My Agent may represent me in all tax matters and proceedings before any agent or officer of the Internal Revenue Service, state and local authorities and in any court, for all periods.

My Agent may:

- Prepare, sign, and file all federal, state, and local tax returns including income, gift, FICA and payroll tax returns on my behalf;

- Prepare, sign, and file claims for refunds, requests for extensions of time to file returns or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts (including, but not limited to, the United States Tax Court);

- Sign consents and agreements under Section 2032A of the Internal Revenue Code or any successor section and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service or any state or local taxing authority with respect to any tax year;

- Pay taxes due, collect and dispose of refunds as my Agent determines appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or any state or local taxing authority;

- Exercise any election I have under federal, state or local tax law and allocate any generation-skipping transfer tax exemption to which I am entitled; and

- Engage representation for me in any and all tax proceedings by attorneys-at-law, Certified Public Accountants, enrolled agents, and other licensed tax professionals.

Section 3.19 Power to Make Gifts

My Agent may make gifts on my behalf. In order to make gifts, my Agent may withdraw assets from any trust created by me and from which I may withdraw assets.

For purposes of this Power of Attorney, my Agent may forgive any debts owed to me, and any debt forgiven will be considered a gift to the debtor.

For purposes of this Section, "my beneficiaries" shall mean my descendants and beneficiaries, including contingent beneficiaries, named in my will or revocable trust.

General Durable Power of Attorney of Harry L. Bettis

My Agent may make gifts on the following terms and conditions:

(a) Continuation of My Gifting

My Agent may honor pledges and continue to make gifts to charitable organizations that I have regularly supported in the amounts I have customarily given. My Agent may make gifts in order to assure the continuation of any gifting program initiated by me prior to the time I became incapacitated.

My Agent may make special occasion gifts to my estate plan beneficiaries, family members, or friends, in equal or unequal amounts, that reflect my past giving and my relationship with such individuals.

(b) Gifts to My Agent

I specifically authorize gifts to my Agent, but only a Special Agent appointed under the provisions of Section 7.03 may make gifts to my Agent. My Agent may not make gifts to himself or herself, his or her estate, his or her creditors, or the creditors of his or her estate.

(c) Gifts to My Beneficiaries

My Agent may make gifts on my behalf, limited in amount to the federal annual gift tax exclusion amount, to or for the benefit of my beneficiaries if my Agent considers the gift to be in my best interest or in the best interest of the beneficiary, including, without limitation, the minimization of income, estate, inheritance or gift taxes.

(d) Gifts for Tuition

My Agent may prepay the cost of tuition for any of my beneficiaries. My Agent shall make the payments directly to the educational institution or by establishing and contributing to a Qualified State Tuition Program established under Section 529 of the Internal Revenue Code.

(e) Gifts for Medical Expenses

My Agent may pay medical expenses for any of my beneficiaries as permitted under Section 2503(e) of the Internal Revenue Code. My Agent shall make the payments directly to the medical provider.

(f) Gift Splitting Authorized

My Agent is authorized to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code or under similar provisions of any state or local gift tax laws.

(g) Methods of Making Gifts

My Agent may make gifts of my property under this Section outright, in trust or in any other manner that my Agent considers appropriate.

By way of example and without limiting my Agent's powers under this Section, my Agent is specifically authorized to make gifts by creating tenancy in common and joint tenancy interests or establishing irrevocable trusts including charitable or non-charitable split interest trusts. My Agent may make gifts by establishing and

General Durable Power of Attorney of Harry L. Bettis

contributing my property to corporations, family limited partnerships, limited liability partnerships, limited liability companies or other similar entities and by making gifts of interests in any of those entities.

To accomplish the objectives described in this subsection, my Agent may establish and maintain financial accounts of all types and may execute, acknowledge, seal and deliver deeds, assignments, agreements, authorizations, checks and other instruments. My Agent may prosecute, defend, submit to arbitration, settle or propose or accept a compromise with respect to a claim existing in favor of or against me based on or involving a gift transaction on my behalf. My Agent may intervene in any related action or proceeding.

My Agent may perform any other act my Agent considers necessary or desirable to complete a gift on my behalf in accordance with the provisions of this Section.

(h) Standard for Making Gifts

It is my desire that in making gifts on my behalf, my Agent consider the history of my gift making and my estate plan. To the extent reasonably possible, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

(i) Ratification of Gifts

I specifically ratify any gifts made by my Agent under the terms of this Power of Attorney.

Article Four

Care and Control of Principal

My Agent may, in my Agent's sole and absolute discretion, exercise the following powers with respect to the control and management of my person.

Section 4.01 Power to Provide for My Support

My Agent may do anything reasonably necessary to maintain my customary standard of living, including:

Maintain my residence by paying all operating costs, including, but not limited to, interest on mortgages or deeds of trust, amortization payments, repairs and taxes, or by purchasing, leasing or making other arrangement for a different residence;

Provide normal domestic help;

Provide clothing, transportation, medicine, food and incidentals; and

Make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and assure that all of my essential needs are met wherever I may be.

Section 4.02 Power to Provide for Support of Dependents

My Agent may make payments as my Agent deems necessary for the health, education, maintenance or support of those my Agent determines to be dependent on me for support.

Section 4.03 Power to Protect or Dispose of Property

If my Agent determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home or similar facility, my Agent may dispose of my residence. In so doing, my Agent may sell, lease, sublease or assign my interest on terms and conditions that my Agent considers appropriate.

My Agent may store and safeguard any items of tangible personal property remaining in my residence and pay all storage costs. Alternatively, my Agent may sell any items that my Agent believes I will never need again on terms and conditions that my Agent considers appropriate.

As an alternative to storing my tangible personal property, my Agent may transfer custody and possession, but not title, of any property item to the person named in my will or my revocable trust as the person entitled to receive that property item on my death.

Section 4.04 Power to Provide for My Recreation and Travel

My Agent may, at my expense, allow me to engage in recreational and sports activities as my health permits, including travel.

Section 4.05 Power to Provide for Companionship

My Agent may arrange any form of companionship for me necessary to meet my needs if I am unable to arrange for such companionship myself.

Section 4.06 Power to Make Advance Funeral Arrangements

My Agent may make advance arrangements for my funeral and burial, including a burial plot, marker and any other related arrangements that my Agent considers appropriate.

Article Five Incidental Powers

My Agent may perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this Power of Attorney, including, but not limited to, the following incidental powers.

Section 5.01 Power to Commence Court Proceedings

My Agent may commence any court proceedings necessary to protect my legal rights and interests under this Power of Attorney including, but not limited to:

Actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this Power of Attorney and any of the acts sanctioned by this Power of Attorney; provided, however, that my Agent need not seek a declaratory judgment to perform any act sanctioned by this Power of Attorney;

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Actions for mandatory injunctions requiring any person or entity to comply with my Agent's directions as authorized by this Power of Attorney; and

Actions for actual and punitive damages and the recoverable costs and expenses of such litigation against any person or entity who negligently or willfully fails or refuses to follow my Agent's directions as authorized by this Power of Attorney.

Section 5.02 Power to Employ and Discharge Personnel

My Agent may employ and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, expert advisors, agents and employees to advise or assist my Agent as my Agent considers appropriate.

Section 5.03 Power to Sign Documents

My Agent may sign, execute, endorse, seal, acknowledge, deliver and file or record all appropriate legal documents necessary to exercise the powers granted under this Power of Attorney.

Section 5.04 Power to Submit Costs for Payment

If my Agent incurs costs in performing any powers granted under this Power of Attorney, or in enforcing compliance with the powers given to my Agent under this Power of Attorney, my Agent may submit those costs to any person who has the authority to pay those costs such as the trustee of my revocable trust or to my guardian or conservator. My trustee, conservator or guardian shall promptly pay those costs.

Section 5.05 Power Regarding My Mail

My Agent may open, read, respond to and redirect my mail. My Agent may represent me before the U.S. Postal Service and all other mail or package carriers in any matter relating to mail or delivery services including the receipt of certified mail.

Section 5.06 Power Regarding Memberships

My Agent may establish, cancel, continue or initiate my membership in organizations and associations of all kinds.

Section 5.07 Power Regarding Custody of Documents

My Agent may take, give or deny custody of my important documents, including my will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts or securities. My Agent may disclose or not disclose the whereabouts or contents of those documents as my Agent believes appropriate.

Section 5.08 Power to Care for My Pets

My Agent may provide for the housing, support, and maintenance of my pet animals. My Agent may contract for and pay the expenses of their proper veterinary care and treatment. But if my Agent decides that the care and maintenance of my pet animals is unreasonably expensive or burdensome, my Agent may give the pet animals to persons willing to care for and maintain them.

Article Six

Limitation on Powers

All powers granted to my Agent under this Power of Attorney are subject to the limitations set forth in this Article.

Section 6.01 Tax Sensitive Powers

No individual serving as my Agent may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

- Cause any income generated by my property to be attributed to my Agent for federal income tax purposes;

- Cause the value of any property subject to this Power of Attorney to be included in my Agent's gross estate for federal estate tax purposes;

- Cause any distribution made or allowed to be made by my Agent to be treated as a gift from my Agent; or

- Discharge a legal obligation of my Agent.

If the exercise of a power by my Agent under this Power of Attorney would cause any of the foregoing results, a Special Agent appointed under the provisions of Section 7.03 may exercise the power or discretion.

Section 6.02 Life Insurance on the Life of My Agent

No individual Agent may exercise any powers or rights in a policy owned by me that insures the life of that Agent. Any powers and rights regarding the policy will be exercised solely by another Agent serving under this Power of Attorney.

Section 6.03 Prohibition on Power over Prior Transfers

No Agent may exercise any power or authority over any irrevocable trust created by my Agent to which I am a trustee or a beneficiary or any asset given to me by my Agent.

Section 6.04 My Agent to Avoid Disrupting My Estate Plan

If it becomes necessary for my Agent to liquidate or reinvest any of my assets to provide support for me, I direct that my Agent, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

If it is necessary to disrupt the dispositive provisions of my estate plan, my Agent will use his or her best efforts to restore my plan as soon as possible. My Agent will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Agent and to provide copies of documents to my Agent.

Article Seven

Administrative Powers and Provisions

This Article contains certain administrative powers and provisions that facilitate the use of the Power of Attorney and that protect my Agent and those who rely upon my Agent.

Section 7.01 Release of Information

My Agent may release and obtain, as the case may be, any and all information regarding my financial investments and taxes, including any information regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, and any other documents or information regarding my financial affairs and taxes from my attorneys-at-law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Agent in reliance on this Section.

If my Agent is an attorney-at-law or other accounting or financial professional, the professional regulations of my Agent's profession and federal law may prohibit my Agent from releasing information about my financial affairs to others if I am a client of my Agent. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Agent as a client. The privilege is waived for the limited purpose of permitting my Agent to perform his or her or her duties under this Power of Attorney.

Section 7.02 Nomination of Guardian of My Person and Conservator of My Estate

If at any time proceedings are initiated for the appointment of guardian of my person and conservator of my estate, I nominate the person serving, or named to serve, as my Agent under this Power of Attorney at the time the proceedings are initiated.

Section 7.03 Appointment of a Special or Ancillary Agent

If for any reason any Agent is unwilling or unable to act with respect to any property or any provision of this Power of Attorney, my Agent shall appoint, in writing, a corporate fiduciary or an individual to serve as Special Agent as to the property or with respect to the provision. The Special Agent appointed must be an individual that is not related or subordinate to my Agent within the meaning of Section 672(c) of the Internal Revenue Code. My Agent may revoke any such appointment at will.

If my Agent determines that it is necessary or desirable to appoint an Ancillary Agent to act under this Power of Attorney in a jurisdiction other than this one, my Agent may do so. In making an appointment, my Agent may sign, execute, deliver, acknowledge and make declarations in any documents that may be necessary, desirable, convenient or proper in order to carry out the appointment.

A Special or Ancillary Agent may exercise all powers granted by this Power of Attorney unless expressly limited elsewhere in this Power of Attorney or by the instrument

appointing the Special or Ancillary Agent. A Special or Ancillary Agent may resign at any time by delivering written notice of resignation to my Agent. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 7.04 Agent Authorized to Employ My Attorney

My Agent may employ the attorney who prepared this Power of Attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

- Waive any and all conflicts of interest that might arise through such employment;
- Authorize the attorney to make full disclosure of my estate plan and business to the Agent; and
- Authorize the attorney to accept the engagement.

Section 7.05 Fiduciary Eligibility of Agent

My Agent shall be eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, committee, executor, administrator, or personal representative.

Section 7.06 Reimbursement for Expenses and Compensation

My Agent may pay himself or herself, from my assets, fair and reasonable compensation authorized by law for services performed under this Power of Attorney and, in addition, my Agent may reimburse himself or herself for all reasonable expenses incurred for carrying out any provision of this Power of Attorney.

Section 7.07 Liability of Agent

I release and discharge any Agent acting in good faith from any and all civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors and assigns arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. This protection extends to the estate, heirs, successors and assigns of my Agent.

Section 7.08 Amendment and Revocation

I may amend or revoke this Power of Attorney at any time. Amendments to this document must be made in writing by me personally (not by my Agent) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

Section 7.09 Resignation

My Agent may resign by the execution of a written resignation delivered to me or, if I am mentally disabled, by delivery to any person with whom I am residing or who has my care and custody.

Section 7.10 Signature of Agent

My Agent shall use the following form when signing documents on my behalf pursuant to this power:

General Durable Power of Attorney of Harry L. Bettis

HARRY L. BETTIS, by _____, his Agent.

Section 7.11 Interpretation

This Power of Attorney is a general power of attorney and should be interpreted as granting my Agent all general powers permitted under the laws of state of Idaho. The description of specific powers is not intended to, nor does it, limit or restrict any of the general powers granted to my Agent.

Section 7.12 Use of "Agent" Nomenclature

The word "Agent" and any modifying or equivalent word or substituted pronoun includes the singular and the plural and the masculine, feminine and neuter genders.

Section 7.13 Third Party Reliance

No person who relies in good faith on the authority of my Agent under this Power of Attorney will incur any liability to me, my estate, or my heirs, successors and assigns.

Any party dealing with my Agent may conclusively rely upon an affidavit or certificate of my Agent that:

The authority granted to my Agent under this Power of Attorney is in effect;

My Agent's actions are within the scope of my Agent's authority under this Power of Attorney;

I was competent when I executed this Power of Attorney;

I have not revoked this Power of Attorney; and

My Agent is currently serving as my Agent.

Section 7.14 Effect of Duplicate Originals or Copies

If this Power of Attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Agent may make photocopies (photocopies shall include: facsimiles and digital or other reproductions, hereafter referred to collectively as "photocopy") of this Power of Attorney and each photocopy will have the same force and effect as the original.

Section 7.15 Governing Law

This Power of Attorney's validity and interpretation will be governed by the laws of the state of Idaho. To the extent permitted by law, this Power of Attorney is applicable to all my property, whether real, personal, intangible or mixed, wherever located, and whether or not the property is owned by me now or in the future.

Section 7.16 Severability

If any provision of this Power of Attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

Article Eight

Declarations of the Principal

I understand that this Power of Attorney is an important legal document. Before executing this Power of Attorney, my attorney explained to me the following:

The Power of Attorney provides my Agent with broad powers to dispose of, sell, convey and encumber my real and personal property.

The powers will exist for an indefinite period of time unless I revoke the Power of Attorney or I have limited their duration by specific provisions in the Power of Attorney.

This Power of Attorney will continue to exist notwithstanding my subsequent disability or incapacity.

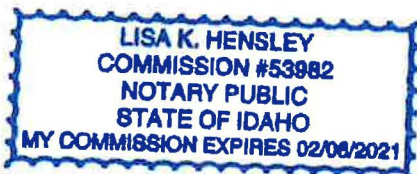
I have the power to revoke or terminate this Power of Attorney at any time.

Dated: August 29, 2019.

Harry L. Bettis
Harry L. Bettis Principal

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

This instrument was acknowledged before me on August 29, 2019, by Harry L. Bettis, as Principal.



Lisa K. Hensley
Notary Public for Idaho
Residing at: Boise, ID
Commission expires: 2/6/2021

Julianna Adams

From: Julianna Adams
Sent: Monday, January 27, 2025 2:54 PM
To: cmrhoades@littlemorris.com
Subject: Water Right Permit 63-34497
Attachments: license-exam-fees (1).pdf

The Department received proof of beneficial use (proof) form submitted for the above referenced permit. A \$50.00 license examination fee was submitted with the proof form. This permit authorizes a diversion volume of 2,060.0 acre-feet ("af") and was stated the same on the form, requiring a license examination fee of \$600.00.

If the additional \$550.00 fee is not submitted by 2/6/2025, the Department will process the proof at the diversion volume for the \$50.00 license examination fee that was submitted (diversion volume of 0.0-20.0 af). You can submit the additional fee at any of the Department's offices.

If the proof is processed with \$50.00 fee and during the field examination, it is deemed the development water usage is more than 20.0 af an additional fee would be required as shown on the attached license-exam-fees document.

If you have any questions concerning this matter, please contact me at (208) 287-4945.

Thank you,



IDAHO DEPARTMENT OF
WATER RESOURCES

Julie Adams | Technical Records Specialist I

322 E Front St, PO Box 83720, Boise, ID 83720

(208) 287-4945 | www.idwr.idaho.gov