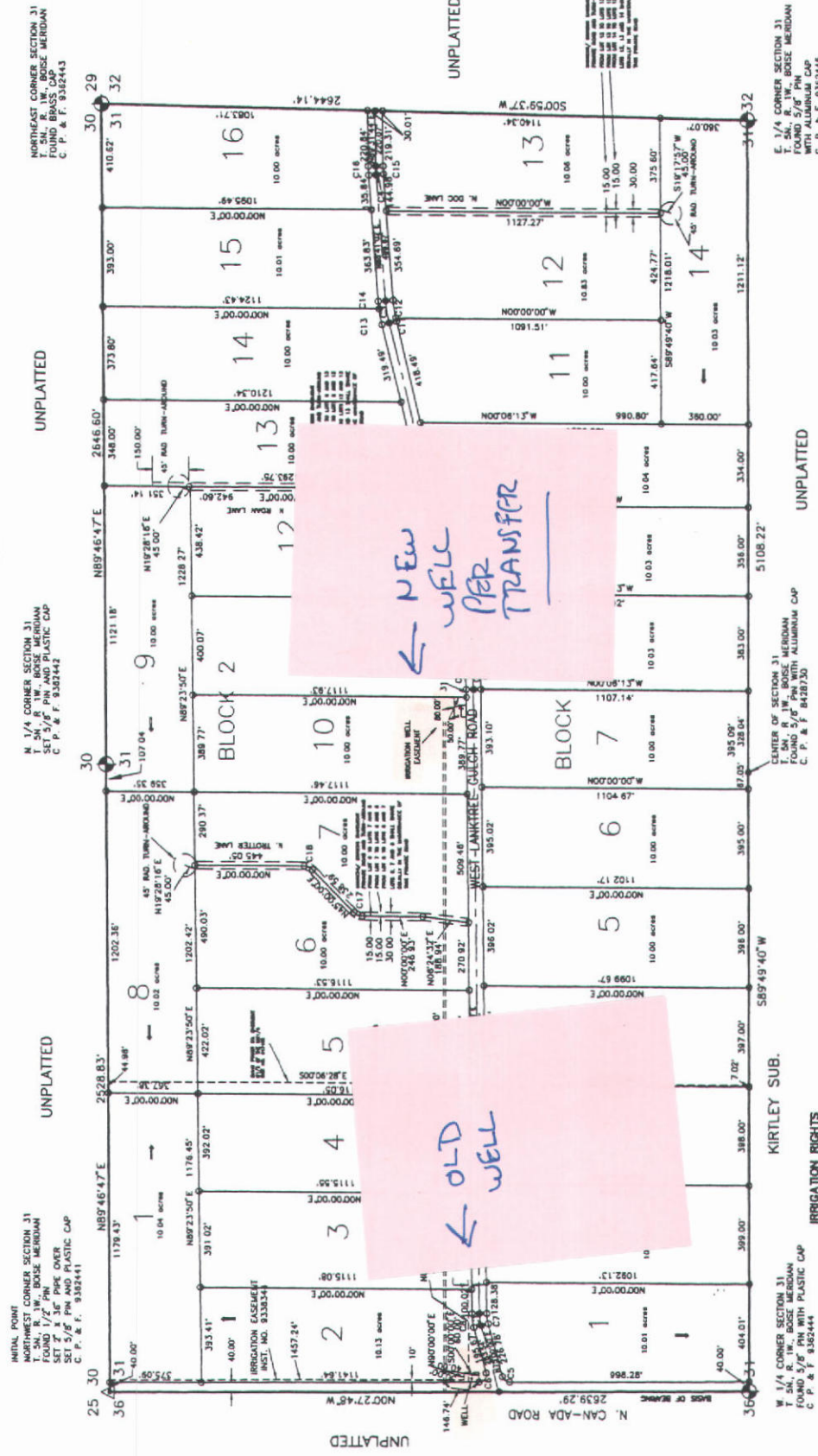


MONUMENT RIDGE RANCH SUBDIVISION

A MILLOWROCK DEVELOPMENT
THE NORTH 1/2 OF SECTION 31, T.5N., R.1W., BOISE MERIDIAN
ADA COUNTY, IDAHO
- JOHNSON ENGINEERING 1993 -

- LEGEND**
- REAR LOT LINE
 - BOUNDARY LINE
 - LOT OR RIGHT OF WAY LINE
 - CENTER LINE
 - INITIAL POINT MONUMENT
SET 2" X 36" PIPE WITH
5/8" PIN SET WITH PLASTIC CAP
 - 1/2" X 24" PIN SET WITH PLASTIC CAP
 - 5/8" X 30" PIN SET WITH PLASTIC CAP
 - LAND CORNER AS SHOWN
 - 16 LOT NUMBER
 - UTILITY EASEMENT
 - INGRESS/ EGRESS EASEMENT



IRRIGATION RIGHTS
THE DEVELOPER HAS MADE PROVISION TO SUPPLY IRRIGATION WATER TO THE INDIVIDUAL LOTS AND EASEMENTS IN THIS SUBDIVISION IN ACCORDANCE WITH THE ASSOCIATION ASSESSMENTS. THE DEVELOPER WILL COMPLY WITH BOARD CODE 31-3605

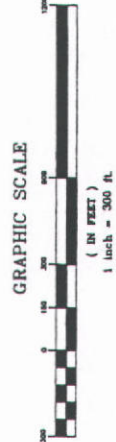
RESTRICTIVE COVENANTS
BUILDING AND OCCUPANCY SHALL CONFORM TO THE STANDARDS ESTABLISHED BY THE RESTRICTIVE COVENANTS AS FILED IN BOOK AT PAGE OF MISCELLANEOUS RECORDS OF ADA COUNTY, IDAHO. INSTRUMENT NUMBER

BUILDING SETBACKS
BUILDING SETBACKS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF CONSTRUCTION.

EASEMENTS
A 15 FOOT WIDE EASEMENT CONTOUR TO ALL PUBLIC UTILITIES, INGRESS/ EGRESS EASEMENTS AND NEAR LOT LINES FOR PUBLIC UTILITIES, DRAINAGE, LANDSCAPING OR IRRIGATION PURPOSES. SIDE LOT LINES SHALL HAVE A 5 FOOT EASEMENT ON EACH LOT FOR NATURAL GAS, IRRIGATION AND TELEPHONE. ALL OTHER EASEMENTS ARE AS SHOWN. SUBJECT TO IDAHO POWER CO. EASEMENT INSTRUMENT NO. 847485

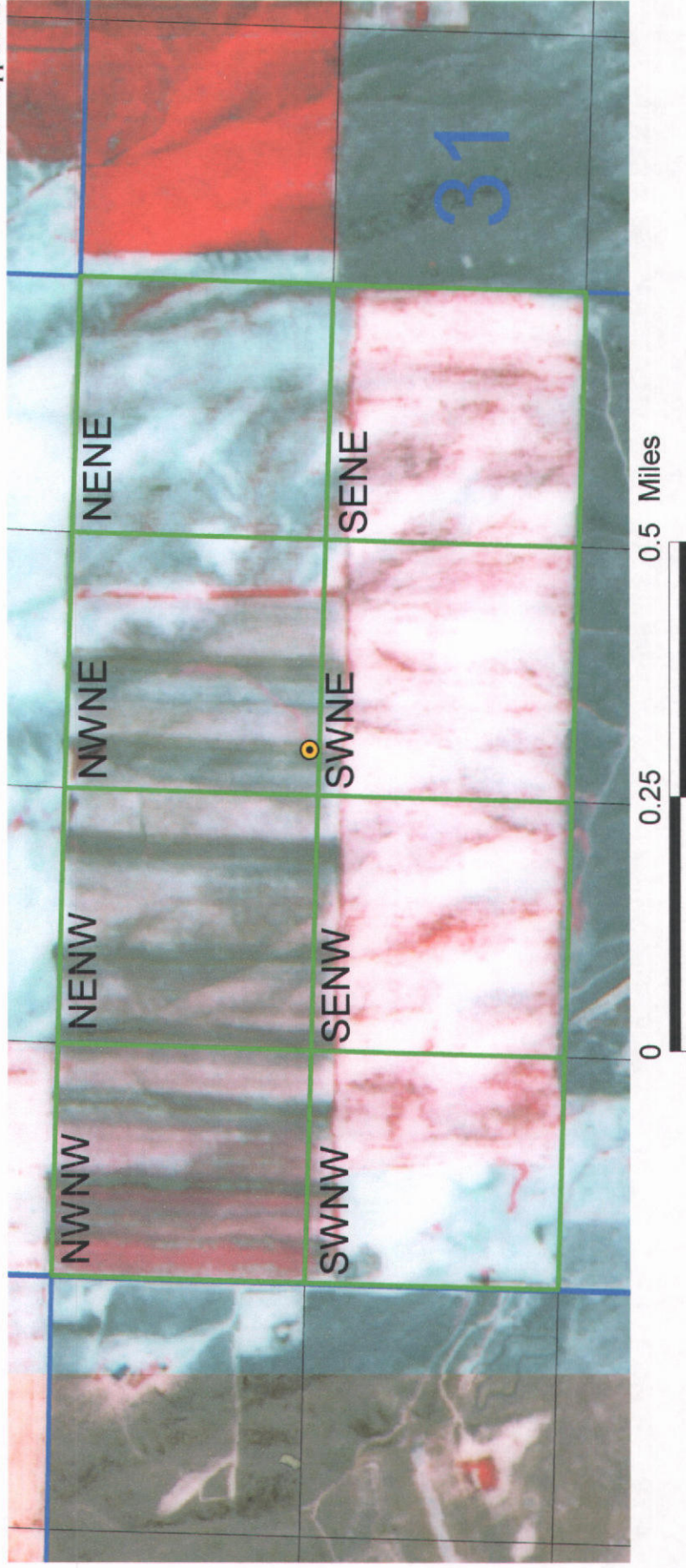
RE-SUBDIVISION
ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C2	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C3	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C4	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C5	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C6	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C7	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C8	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C9	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C10	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C11	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C12	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C13	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C14	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C15	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C16	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C17	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'
C18	200.00'	15.25'	15.25'	15.25'	S87°13'59" W	172°30'



Idaho Department of Water Resources

1987 Napp Photo



● Point of Diversion

Place of Use

Section Lines

Quarter Quarter Lines

Claim Number: 63-07110
Legal: T05N, R01W, S31
Reviewed By:



PC664

1982.2.2

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Lots

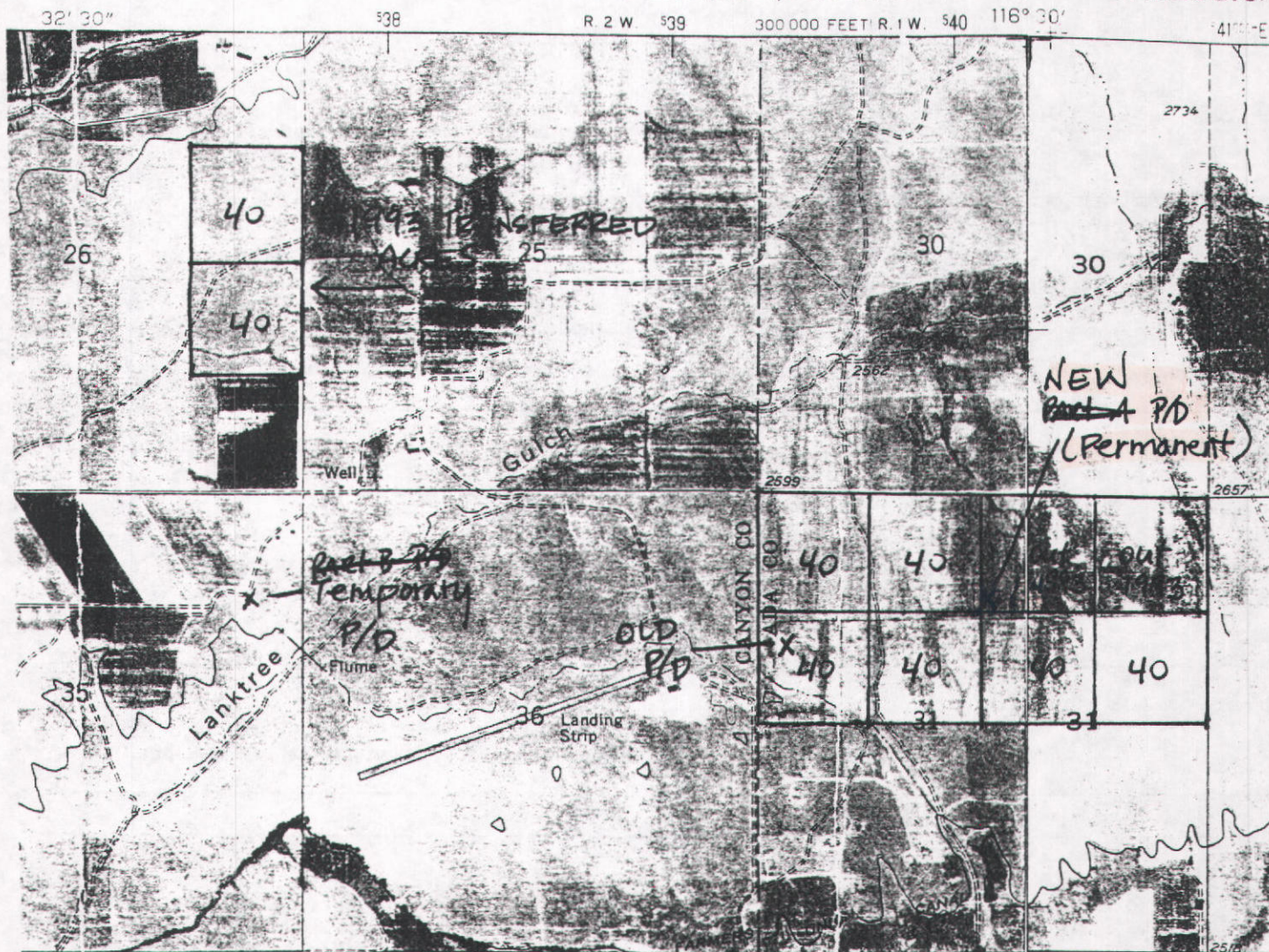
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

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

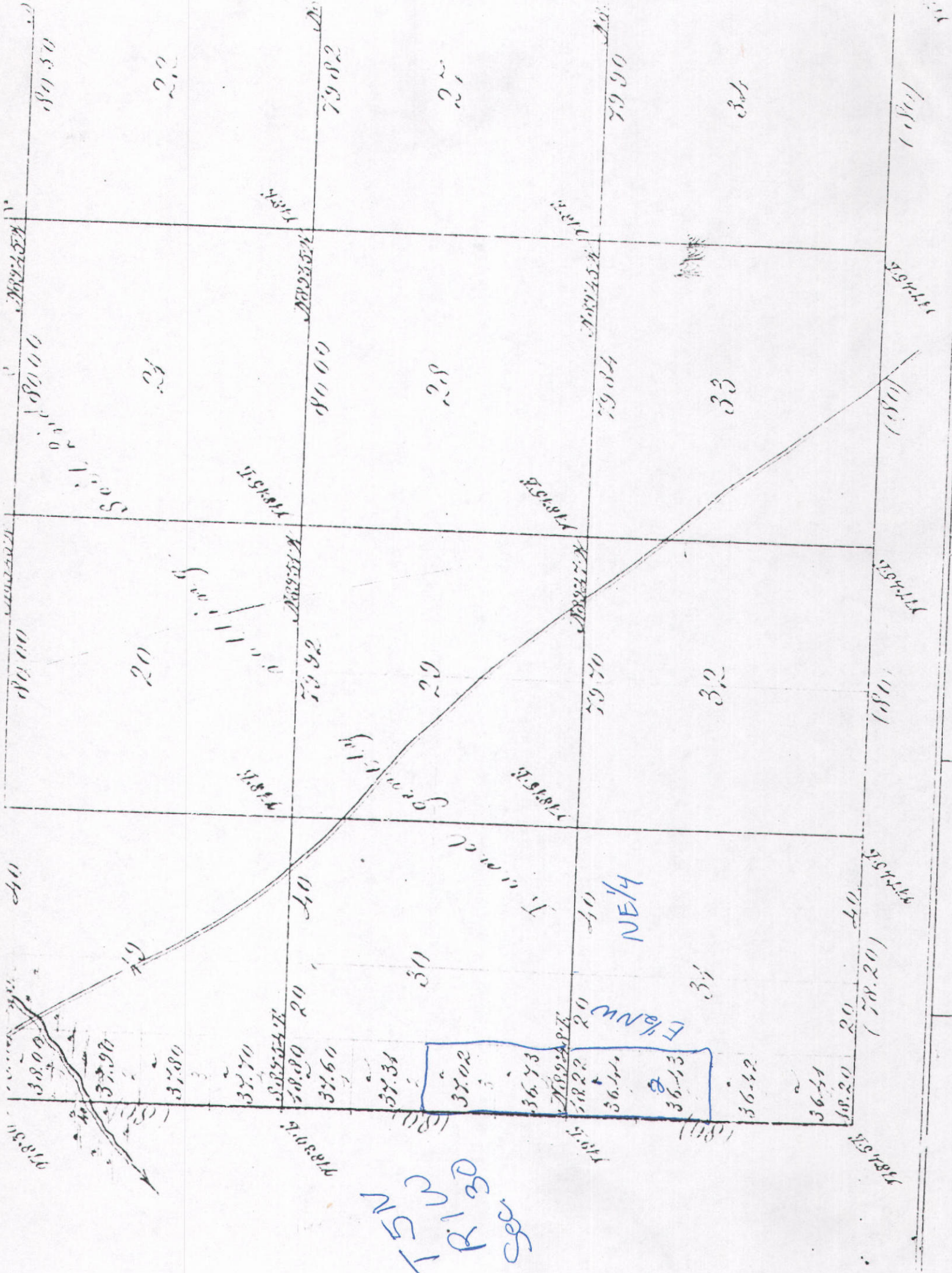
R2W RIW

MIDDLETON QUADRANGLE
IDAHO
7.5-MINUTE SERIES (ORTHOPHOTOQUAD)

UNITED STATES
DEPARTMENT OF
GEOLOGICAL SURVEY



AUG 17 1993



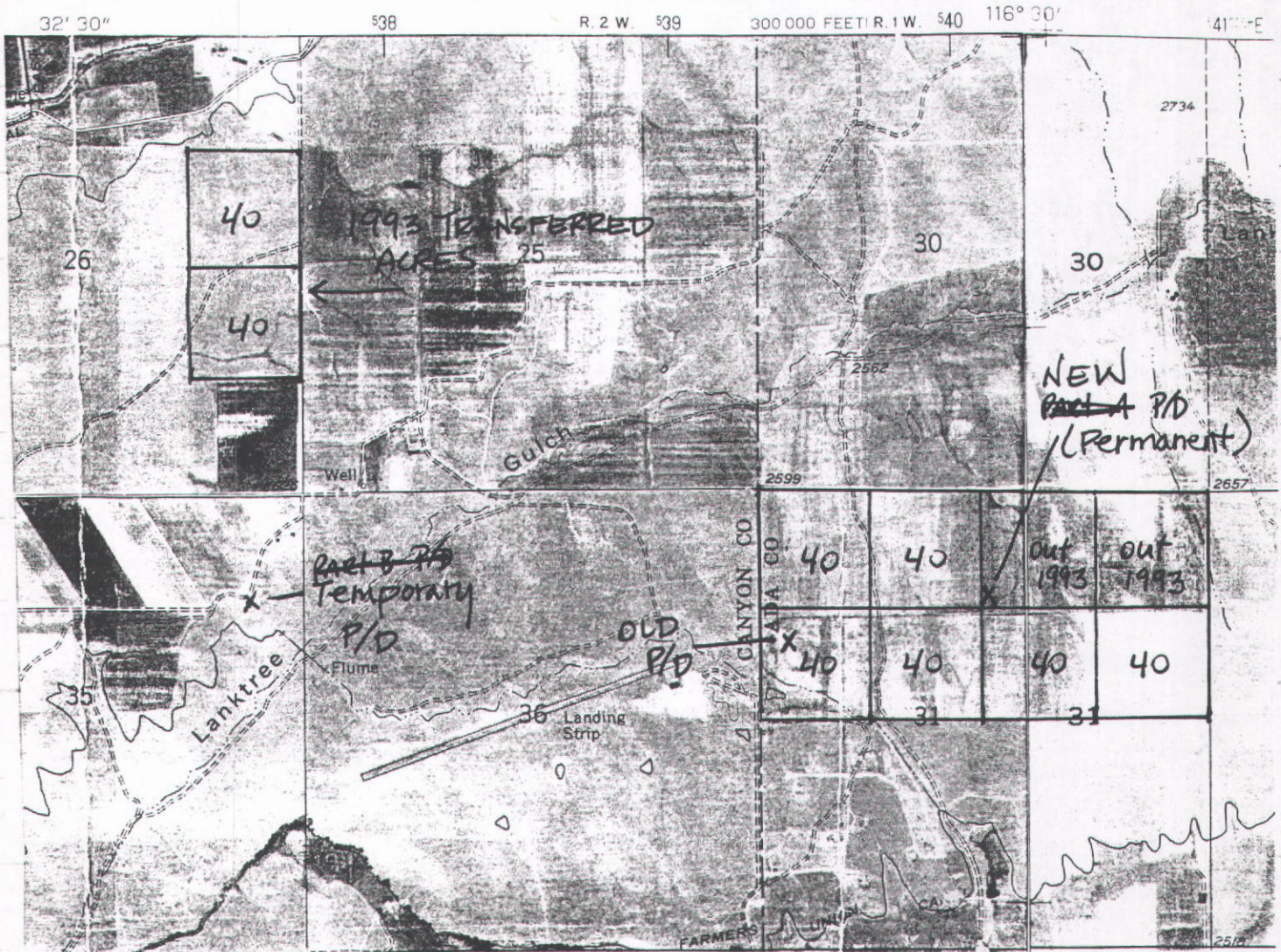
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

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

R2W RIW

MIDDLETON QUADRANGLE
IDAHO
7.5-MINUTE SERIES (ORTHO PHOTOQUAD)

UNITED STATES
DEPARTMENT OF
GEOLOGICAL SURVEY



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 63-7110
Date Received: 3/15/1990
Receipt No: C015622
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

MONUMENT RIDGE RANCH SUBDIVISION HOMEOWNERS ASSOCIATION
C/O AMI
PO BOX 5714
BOISE ID USA 83705

Phone: (208) 385-9650

2. Date of Priority: 06/03/1968

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	01W	31	NW NE	ADA	

5. Description of diverting works:

WELL,PUMPS,MOTORS,PIPELILNE TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	4	1440

7. Total Quantity Appropriated is:

4 C.F.S. and/or 1440 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
05N	01W	31	SE	NE		IRRIGATION	40
			NE	NW		IRRIGATION	40
			NW	NW		IRRIGATION	40
			SW	NW		IRRIGATION	40
			SE	NW		IRRIGATION	40
			NE	NE		IRRIGATION	40
			NW	NE		IRRIGATION	40
			SW	NE		IRRIGATION	40
Section Acres							320
Total Acres							320

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

Ownership changed by DH 8/12/2002

SYSTEM INTEGRATED BEFORE 1987. (THIS PROPERTY BEING SOLD TO WILLOWBROOK DEVELOPMENT) CLAIM AMENDED PER TRANSFER NO. 4146 APPROVED 8/5/93.

15. Basis of Claim: License

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A63-07110
Date Received: 3/15/1990
Receipt No: C015622
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: WILLOWBROOK DEVELOPMENT INC 208-376-4665
Address: 210 MURRAY ST
BOISE ID 83714

2. Date of Priority: JUN 3, 1968

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05N	01W	31	NW	NE			ADA

5. Description of diverting works:
WELL,PUMPS,MOTORS,PIPELINE TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	4.000		1440.00

7. Total Quantity Appropriated is:
4.000 C.F.S. (and/or) 1440.00 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER INCIDENTAL TO IRRIGATION

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	01W	31	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
05N	01W	31	NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	40.0
			SE		NW		IRR	40.0

Section Acres 320.0

Total Acres 320.0

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
63-08415

14. Remarks:

SYSTEM INTEGRATED BEFORE 1987. (THIS PROPERTY BEING SOLD TO
WILLOWBROOK DEVELOPMENT)
CLAIM AMENDED PER TRANSFER NO. 4146 APPROVED 8/5/93.

15. Basis of Claim: LICENSE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do ____ do not ____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
) SS.
County of _____)

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

RECEIVED

MAY 27 1993

Department of Water Resources
Western Regional Office

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A63-07110
Date Received: 3/15/1990
Receipt No: C015622
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name:	HERBERT R MONTIERTH	208-922-4237
Address:	2409 W KUNA CAVE RD KUNA ID 83634	
OR		
Name:	DARLENE R MONTIERTH	208-922-4237
Address:	2409 W KUNA CAVE RD KUNA ID 83634	
OR		
Name:	EDWARD RAY MONTIERTH	208-922-4975
Address:	1601 POEN RD KUNA ID 83634	
OR		
Name:	SUSAN L MONTIERTH	208-922-4975
Address:	1601 POEN RD KUNA ID 83634	
OR		
Name:	RODNEY KENT MONTIERTH	208-922-4475
Address:	RT 1 KUNA ID 83634	
OR		
Name:	DILLIE MONTIERTH	208-922-4475
Address:	RT 1 KUNA ID 83634	
OR		
Name:	WILFORD NOLAN VICTOR	208-733-5217
Address:	1520 ADDISON AVE E TWIN FALLS ID 83301	
OR		
Name:	RUBY C VICTOR	208-733-5217
Address:	1520 ADDISON AVE E TWIN FALLS ID 83301	
OR		
Name:	ROBERT J MEYERS	208-733-4952

Address: 3024 WOODRIDGE DR
TWIN FALLS ID

83301

OR

Name: KATHY L MEYERS
Address: 3024 WOODRIDGE DR
TWIN FALLS ID

208-733-4952

83301

2. Date of Priority: JUN 3, 1968

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05N	01W	31	SW	NW	NE		ADA

5. Description of diverting works:
WELL,PUMPS,MOTORS,PIPELILNE TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	4.000		1440.00

7. Total Quantity Appropriated is:
4.000 C.F.S. (and/or) 1440.00 A.F.A.

8. Total consumptive use is 1120.0 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER INCIDENTAL TO IRRIGATION

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	01W	31	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0

Section Acres 320.0

Total Acres 320.0

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
63-08415

14. Remarks:
SYSTEM INTEGRATED BEFORE 1987. (THIS PROPERTY BEING SOLD TO
WILLOWBROOK DEVELOPMENT)

15. Basis of Claim: LICENSE

16. Signature(s):

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

2295103

Number of attachments: _____

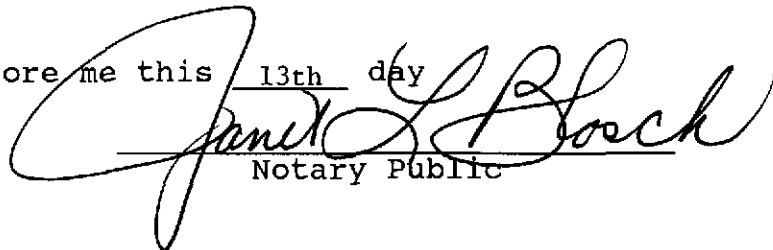
For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): SEE THE ATTACHED SIGNATURE PAGE Date: MAY 13, 1993
FOR SIGNATURES Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 13th day
of May 19 93


Notary Public

Seal

Residing at Boise, Idaho

My Commission Expires 3/17/99

SIGNATURE PAGE

Herbert R. Montierth
HERBERT R. MONTIERTH

Herbert R. Montierth
HERBERT R. MONTIERTH as Personal Representative of the Estate of
GOLDA DARLENE MONTIERTH

Rodney Kent Montierth
RODNEY KENT MONTIERTH

Dollie Montierth
DOLLIE MONTIERTH

Edward Ray Montierth
EDWARD RAY MONTIERTH

Susan L. Montierth
SUSAN L. MONTIERTH

Wilford Nolan Victor
WILFORD NOLAN VICTOR

Ruby C. Victor by Nolan Victor
RUBY C. VICTOR BY NOLAN VICTOR, her attorney in fact

Robert J. Meyers
ROBERT J. MEYERS

Kathi L. Meyers
KATHI L. MEYERS



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s)
Assigned by IDWR: A63-03114, 4387, 7056, 7110, 7142

☐ Name and Address of Former Owner/Claimant(s)(Seller): Vanderwey / Norwest Farm Credit

☐ New Owner/Claimant (Purchaser): Herbert R Montueth et al - see

☐ New Mailing Address: Warranty info

☐ New Telephone Number: () _____ - _____

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

☐ Attach proof of ownership, describe proof attached: Warranty deed - see file 3114 for copy

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☒ Signature of New Owner/Claimant(s): [Signature] Date 5/12/93

Date

☐ Signature of Former Owner/Claimant(s): _____ Date _____

Date

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry
Date: _____ By: _____
Further Action Needed:

Further Action Taken
Date: _____ By: _____
Final Review and Data-Entry
Date: _____ By: _____
Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A63-07110
Date Received: 3-15-90
Receipt No: C015622
Received By: _____

RECEIVED

MAR 15 1990

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Department of Water Resources

1. Name: HANK VANDERWEY 208-454-2404
Address: 14040 WILLIS ROAD
CALDWELL, ID 83605
OR
Name: THEA VANDERWEY 208-454-2404
Address: 14040 WILLIS ROAD
CALDWELL, ID 83605
OR
Name: NORWEST AGRICULTURAL CREDIT, INC. 605-339-7477
Address: P.O. BOX 1837
SIOUX FALLS, SD 57117

2. Date of Priority: JUN 03, 1968

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05N	01W	31	NW	SW	NW	2	ADA

5. Description of diverting works:
WELL, PUMPS, MOTORS, PIPELINE TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	4.000		1440.00

7. Total Quantity Appropriated is:
4.000 C.F.S. (and/or) 1440.00 A.F.A.

8. Total consumptive use is 1120.0 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER INCIDENTAL TO IRRIGATION

A63-07110

Page 1

Date: 03/02/90

MICROFILMED
AUG 21 1992

10. Place of Use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
05N	01W	30	NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			Section Acres				80.0
		31	NE	NE		IRR	✓40.0
			NW	NE		IRR	✓40.0
			SW	NE		IRR	✓40.0
			SE	NE		IRR	✓40.0
			NE	NW		IRR	✓40.0
			NW	NW		IRR	✓40.0
			SW	NW		IRR	✓40.0
			SE	NW		IRR	✓40.0
			Section Acres				320.0
	02W	25	NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
			Section Acres				520.0
			Total Acres				920.0

11. Place of use in counties: ADA, CANYON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
63-08415

14. Remarks:
THE WELL FROM WHICH THIS RIGHT IS TAKEN IS TIED TOGETHER IN A
COMMON SYSTEM WHICH IS USED TO IRRIGATE OVER 900 ACRES. AS LIC-
ENSED ORIGINALLY THIS RT. WAS FOR 320 ACRES.

15. Basis of Claim: LICENSE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do do not ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments:

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): *[Signature]* Date: 3-14-90

Thea Van derwey Date: 3-14-90

State of Idaho)
County of Canyon) SS.

Subscribed and sworn (or affirmed) before me this 14th day
of March 19 90

[Signature]
Notary Public

Seal

Residing at Nampa, Idaho
My Commission Expires 8-16-91

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>63-7110</u>	<u>A63-7110</u>	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Willowbrook Development, Inc.
210 Murray St., Boise, ID 83714
4. New Owner/Claimant(s) Monument Ridge Ranch Subdivision Homeowner's Association
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address c/o AMI, P.O. Box 5714
 City, State and ZIP Code Boise, Idaho 83705
 New Telephone Number 208 385-9650
5. Date you acquired the property August 18, 1993

RECEIVED

AUG 01 2002

**WATER RESOURCES
 WESTERN REGION**

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) Vincent E. Spauld President
(include title if applicable)
MonumentRidge Ranch Subdivision Homeowners'
Association, Inc.

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

For Office Use Only
Received by DH Date 8/1/02 Fee \$
Received by _____ Date _____ Receipt No. _____
Processed by _____ AJ Date _____ WR _____ Date _____

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MONUMENT RIDGE RANCH SUBDIVISION

* * * * *

THIS DECLARATION is made on the date hereinafter set forth by WILLOWBROOK DEVELOPMENT, INC., an Idaho corporation, hereafter referred to as "Declarant".

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain real property in Ada County, State of Idaho, hereinafter referred to as "the properties", more particularly described as follows:

MONUMENT RIDGE RANCH SUBDIVISION, according to the official plat thereof, recorded in Bk 63 of Plats at Pages 6335 and 6336, as Instrument No. 9367931, recorded on the 19 day of August, 1993, records of Ada County, Idaho, and

WHEREAS, Declarant desires to subject the above described properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the properties and their present and subsequent Owners as hereinafter specified, and will convey the properties subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of the properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, Page - 1.

ADAMANT FOR
J. DAVID NAYLOR
RECORDED BY *Miller*

'93 AUG 19 PM 3 03

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Section 1. "ASSOCIATION" shall mean and refer to the Monument Ridge Ranch Subdivision Homeowners' Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 2. "PROPERTIES" shall mean and refer to that certain real property hereinabove described.

Section 3. "GREENBELT AREA" shall mean all real property and improvements thereon maintained by the Association for the benefit of the Owners as more particularly described in Article V, below. The Greenbelt Area to be maintained by the Association shall be two (2) strips of property adjacent to the public road located in the subdivision measured from the outside of the pavement to ten (10) feet beyond the outside boundary lines of the public road right of way.

Section 4. "IRRIGATION WATER SUPPLY SYSTEM" shall mean all real property and improvements thereon and all wells, pumps, pipes and any other conveyancing apparatus and all easement rights for the installation and maintenance of the system by which irrigation water is delivered to each Lot, owned by the Association for the purpose of providing an irrigation water supply to the Owners.

Section 5. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "DECLARANT" shall mean and refer to Willowbrook Development, Inc., an Idaho corporation, its successors, heirs and assigns, if such successors, heirs or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the office of the County Recorder of Ada County, State of Idaho.

Section 9. "DWELLING UNIT" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the vehicular parking garage next thereto, and all projections therefrom.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, Page - 2.

Section 10. "MORTGAGE" shall mean any mortgage, deed of trust or other security instrument by which a Dwelling Unit or any part thereof is encumbered.

Section 11. "PLAT" shall mean a final subdivision plat covering any real property in Monument Ridge Ranch Subdivision, as recorded in the office of the county recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

Section 12. "MORTGAGEE" shall mean any person or any successor to the interest of such person named as the mortgagee, trust beneficiary or creditor under any Mortgage, as Mortgage is defined in Section 10.

Section 13. "FIRST MORTGAGEE" shall mean any Mortgagee, as defined in Section 11, possessing a lien on any Dwelling Unit first and prior to any other Mortgage, as that term is defined in Section 10.

Section 14. "INSTITUTIONAL HOLDER" shall mean a Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

ARTICLE II: HOMEOWNERS' ASSOCIATION

Section 1. Membership: Every Owner of a Lot which is subject to assessment shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being

sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- B. On July 1, 2003.

Section 3. Assessments:

- A. Creation of Lien and Personal Obligation of Assessments: Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:
 - 1. Regular annual or other regular periodic assessments or charges; and
 - 2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The regular and special assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

- B. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in said property and related to the operation, improvement, repair and maintenance of the Irrigation Water Supply System and Greenbelt Area and improvements thereon.

C. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 600.00.

1. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%), or the maximum percentage increase allowable by Federal National Mortgage Association (whichever is greater), above the maximum assessment as set forth above, plus the percentage increase, if any, of the increase in annual costs for operation, maintenance and repair of the Irrigation Water Supply System over the annual costs for the system for the prior year.
2. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the amount set forth in the preceding paragraph by a vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
3. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum; and said assessments shall be payable to the Association in regular monthly or quarterly installments as may be determined by the Board of Directors.

D. Initiation Assessment: Upon the initial conveyance of each Lot, the purchaser thereof shall pay an initiation assessment in the amount of \$50.00.

E. Special Assessments for Capital Improvements: In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Greenbelt Area or for the Irrigation Water Supply System, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in

person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be payable over such a period as the Association shall determine.

- F. Notice and Quorum for Any Action Authorized Under Sections C and E: Written notice of any meeting called for the purpose of taking any action authorized under Section C or E, above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- G. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for non-exempt Lots and may be collected on a monthly basis.
- H. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence as to a Lot sold on the first day of the month following the initial conveyance of the said Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.
- I. Effect of Nonpayment of Assessments; Remedies of Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the

lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Greenbelt Area or Irrigation Water Supply System or abandonment of his Lot.

J. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

K. Exempt Property: The following property, subject to this Declaration, shall be exempt from the assessments created herein:

1. All property expressly dedicated to and accepted by a local public authority;
2. All properties owned by the Declarant or an Association;
3. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first;

ARTICLE III. IRRIGATION WATER SUPPLY SYSTEM

Section 1. Irrigation Water Supply: Each Lot shall have access to an Irrigation Water Supply System to be constructed by Declarant and owned and operated by the Association. All Owners to which the system has been extended shall be required to pay the assessment therefore as provided for in Section 3, Article II, above, regardless of actual use or non-use of water from the irrigation system.

Section 2. Operation of the Irrigation Water Supply System: The Irrigation Water Supply System shall be operated in accordance with the laws of the State of Idaho and all rules and regulations as may be promulgated from time to time by the Association and any governmental entity having jurisdiction thereof. The right to receive water from the Irrigation Water Supply System is, in any event, subject to availability of water.

The Association shall regulate the use of water to conserve its availability for Lots. The Association shall have no liability for any temporary interruptions in water supply service so long as necessary repairs are made in a reasonably prompt manner. The Association shall be permitted to enter into a contract with a qualified water system management and maintenance entity for the management and maintenance of the Irrigation Water Supply System.

Section 3. Easement for Irrigation Water Supply System:
The Declarant and the Association shall have a permanent easement for the construction, maintenance and repair of the Irrigation Water Supply System and related wells, pumps, pipes, and any other conveyancing apparatus in the Greenbelt Area as described herein, the Private Road Easements as depicted on the Plat, and in a fifty foot (50') by eighty foot (80') parcel located in the southeast corner of Lot 10, Block 2, as depicted on the Plat, together with the right of ingress to and egress from the easement premises over and across the privately owned property of Owners to perform maintenance upon the well, pump, pipes and other conveyancing apparatus comprising the Irrigation Water Supply System together with all rights necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, over hanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement.

ARTICLE IV. DOMESTIC WATER

Declarant is under no obligation to deliver domestic water or furnish rights of way in connection with the delivery of domestic water to any Lot in the subdivision. Each Owner is required to provide such domestic water by the drilling and installation of a domestic water well on the Lot owned. Each such domestic water well shall be located a minimum distance of one hundred feet from the private sewerage disposal facilities which is required to be installed on each Lot by the Owner and shall otherwise comply in all respects with the regulations and health standards of any governmental entity having jurisdiction thereof.

ARTICLE V. GREENBELT AREA

Each Lot fronting on the public right of way depicted on the Plat shall be subject to an easement for the benefit of the Declarant and the Association, in the location described in Article I, Section 3, above, for the purpose of installing, maintaining,

DECLARATION OF COVENANTS, CONDITIONS
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replacing and restoring such landscaping and related improvements as may be deemed appropriate by the Declarant or Association which landscape improvements may include, but not be limited to, trees, shrubs, lawns, and fences. Any such landscaping and related improvements shall be owned by the Association. The Declarant reserves for the benefit of the Association the right to go upon the privately owned property of the Owners to perform such maintenance upon the easement premises as may be necessary from time to time, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, over hanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the easement. Declarant further reserves the right, for the benefit of the Association, to install and maintain in the Greenbelt Area such portions of the Irrigation Water Supply System as the Declarant may deem appropriate. In such a case, the provisions of the above Article III shall be fully applicable. Except as is provided in Article IX, paragraph K and Article X, Section 6, below, no Owner shall place, install, or erect or permit to be placed, installed or erected any improvement in the Greenbelt Area except as may be specifically approved in writing by the Declarant or the board of directors of the Association.

ARTICLE VI. EASEMENTS

Section 1. Future Easements: The Association shall have the future right to provide for such easements across, upon and under the surface of the Greenbelt Area as platted herein as may be reasonably necessary to serve the interests and convenience of the property Owners of this subdivision for public or private ways, public utilities (including cable television), drainage, access, subterranean irrigation lines, eave and balcony overhangs.

Section 2. Encroachments: In the event that, by reason of the construction, settlement or shifting of the building, any part of any Dwelling Unit or drainage water from any Lot or Dwelling Unit encroaches or shall hereafter encroach upon any part of any adjacent Lot, easements for the maintenance of such encroachment and for such use of the areas encroached upon are hereby established and shall exist for the benefit of said Dwelling Unit, so long as all or any part of the buildings shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of adjacent Dwelling Units be created in favor of any Owner of such encroachment or use if it is detrimental to or interferes with the reasonable use and enjoyment of the property by

other Owners and if it occurred due to the willful conduct of any Owner.

Section 3. Easement for Maintenance: The Declarant and the Association shall have a permanent easement to go upon the privately owned property of Owners in this subdivision to perform maintenance upon the Properties, the Greenbelt Area and the Irrigation Water Supply System, including, but not limited to, snow removal, lawn maintenance, utility service and drainage system maintenance, subterranean irrigation water system maintenance and fence maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance and repair of utility service connections and drainage systems.

ARTICLE VII: PRIVATE ROAD EASEMENTS

Lots 12, 13 and 14, Block 1, Lots 6, 7 and 8, Block 2, and Lots 9, 12 and 13, Block 2, as depicted on the Plat are subject to cross easements at the locations shown on the Plat providing perpetual and indefeasible access rights for ingress and egress to the Lots encumbered by the easements. It is the intent of the Declarant that the easements so created shall run with the land and not be sold or conveyed separately from the Lots taking access over them. No Owner or any person shall place or permit to be placed across the easement premises any obstruction or in any manner otherwise interfere with the use of the easement premises by the Owners of the said Lots without the mutual consent of all such Owners. Declarant has constructed or shall cause to be constructed across the easement premises a paved private drive for the benefit of the Owners of the said Lots. All Owners of the said Lots shall share equally the costs and expenses of maintaining the above-described easements and driveways in good repair, including but not limited to resurfacing from time to time as may be necessary or desirable.

ARTICLE VIII: MAINTENANCE RESPONSIBILITY

The Association shall provide maintenance to and be responsible for the Greenbelt Area and improvements thereon, the Irrigation Water Supply System, and all drainage facilities. In the event the need for maintenance or repair is caused through the

DECLARATION OF COVENANTS, CONDITIONS
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willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject. Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his Dwelling Unit and any private decks, fences, courtyards, landscaping and lawn contiguous to his Dwelling Unit, except the fence which may be constructed in the Greenbelt Area, the maintenance of which shall be performed by the Association. Each Owner shall further be responsible to cut or otherwise control the weeds and other noxious plants on his Lot so as to avoid any unsightly condition or hazard or nuisance to the neighborhood. The Association reserves an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within ninety (90) days of the damage or destruction.

ARTICLE IX: PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the properties and shall be for the benefit of and limitations upon all present and future Owners of said property, or of any interest therein:

- A. Lot Use: All Lots shall be used for single family residential purposes and such uses as are customarily incidental thereto. No Lot shall be used at any time for commercial or business purposes except for agricultural activities and for such commercial or business purposes as shall be conducted and maintained solely within a residential Dwelling Unit; provided that no signs relating to said commercial or business activities shall be displayed where visible from any public or private road within the subdivision; and further provided that such commercial or business purposes shall not generate more than an average of three customer visits per day calculated over a five day work week; and further provided that such commercial or business purposes shall not cause or result in the parking of vehicles on any public or private road within the subdivision; and further provided that such business does not employ more than one person not living within the Dwelling Unit constructed on the said Lot. Notwithstanding the foregoing, the Declarant, or persons authorized by the Declarant, may use a Lot or Lots for development and sales activities relating to the subdivision, including

but not limited to use of Lots for model homes or a real estate marketing and sales office.

- B. Animals: Any Owner may keep and maintain a maximum total number of animals of any kind or species equal to the number of acres contained within his Lot, rounded down to a whole number. Any animals not on an Owner's Lot must be accompanied by the Owner or other responsible person and must be on a leash or other appropriate tether, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. Each Owner shall be further responsible for any damage caused by any such Owner's animals. No animals whose habits or odors are deemed by the Architectural Control Committee to be a nuisance or offensive shall be permitted to be kept or maintained on any Lot. No kennel or other area intended to restrain or enclose animals shall be constructed without the approval of the Architectural Control Committee and, if approved, shall not be located on the Lot in such a fashion as to create a nuisance for any adjacent Lot Owner and shall at all times be kept in a clean and odor free condition.
- C. Garbage and Refuse Disposal: No part of said property shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. Any incinerators or other equipment for the storage or disposal of such material must not violate setback restrictions, must be enclosed with an aesthetic screen or fence, as may be approved by the Architectural Control Committee and shall be kept in a clean and sanitary condition.
- D. Nuisance: No noxious, offensive or unsightly conditions (including but not necessarily limited to sights and sounds) shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No exposed energy production devices, antennae or satellite dishes shall be erected on the Properties without the prior approval of the Architectural Control Committee, which approval may be withheld in its sole discretion. All exterior lighting shall be placed in such a manner to minimize glare and excessive light spillage onto neighboring Lots.

- E. Outbuildings: No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Properties.
- F. Storage of Vehicles and Equipment: Parking of boats, trailers, motorcycles, trucks, truck campers, motorhomes, recreational vehicles, and like equipment, or farm or garden equipment, or junk cars or other unsightly vehicles, shall not be allowed on any Lot nor on public or private ways adjacent thereto, except in an enclosed structure or completely screened from all view from outside the Lot. All other parking of equipment shall be prohibited, except as approved in writing by the Board of Directors of the Association. Any vehicle awaiting repair or being repaired shall be removed from the subdivision within 48 hours.
- G. Leasing Restrictions: Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, any applicable Association's Articles of Incorporation and its Bylaws, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. For the purposes of this Declaration, a "lease" shall mean any agreement for the leasing or rental of a Dwelling Unit or any portion of a Lot (including a month-to-month rental agreement); and all such leases shall be in writing. Leases of all or part of a Lot for agricultural purposes may be permitted so long as the agricultural use undertaken on that Lot does not conflict or interfere with the residential character of the subdivision. Other than the foregoing, there is no restriction on the right of any Owner to lease his Dwelling Unit.
- H. Sewer Restrictions: Until public sewer facilities are available to the subdivision, all sewage disposal for each Lot shall be in a private septic tank system which shall be designed, constructed and installed on each Lot in accordance with the requirements of the governmental entities having jurisdiction thereof. The Declarant shall have no obligation for the construction or approval of any sewage disposal system or the connection thereof. Drainage from a septic tank located on a Lot shall be kept within the boundaries of the Lot on which it is located. All bathroom, sink and toilet facilities shall

be located inside the Dwelling Unit or other suitable appurtenant building.

- I. Landscaping: Within ninety days after occupancy of the Dwelling Unit located thereon, that portion of each Lot adjacent to the Dwelling Unit and visible from the public right of way in the subdivision shall be landscaped with fully automatic underground sprinklers, five (5) trees at least one and one-half inches in diameter measured twenty four inches above the ground plane, and twenty five (25), five (5) gallon shrubs or bushes, all as approved by the Architectural Control Committee. A landscape plan shall be submitted to and approved by the Architectural Control Committee, as provided in Article XI, prior to commencement of any landscaping work. Any plantings that do not survive transplanting or that do not present a healthy appearance shall be promptly replaced.
- J. Fences: No fence of any kind shall be constructed on a Lot unless the plans and specifications therefore, including the location, design, material and color thereof have been approved in writing by the Architectural Control Committee prior to construction or installation. No fence or hedge located on a Lot shall have a height greater than six feet above the surface of the ground upon which it is located. The construction or maintenance of spite fences or spite trees or shrubs shall be prohibited upon all Lots. All fences shall be constructed in a substantial manner and shall be maintained at all times in good repair. All fences constructed within one hundred feet of the public right of way on a Lot shall be identical in appearance to that fence constructed by the Declarant along the public roadway. Except for the fence to be constructed by Declarant and such fences as may be constructed along the side boundary of each Lot, no fence shall be permitted within thirty feet of the public right of way. It is the intent of the Declarant that the Architectural Control Committee shall have the authority to regulate all fences within the subdivision to the end that the location, type and size of each fence and the materials used therein shall, to the extent reasonably possible, present a reasonably coordinated appearance and be appropriate in a rural atmosphere. In no event, however, shall a barbed wire fence be permitted or constructed within the subdivision. Nothing herein contained shall be construed to require the construction of any fences, nor shall any Lot owner have the right of contribution from any other

Lot owner for the construction of a fence along a common boundary line.

- K. Gates: Each Owner shall be permitted to construct one gate in the fence to be constructed by Declarant along the public right of way, which said gate shall be used for the purpose of ingress and egress to and from the said Lot. No such gate shall be constructed unless the plans and specifications therefore, including the location, design, material and color thereof have been approved in writing by the Architectural Control Committee prior to construction or installation.
- L. Drilling and Exploration: No oil or mining exploration or development of any kind or nature nor any structures in connection therewith shall be permitted to be erected, maintained or used on any Lot and no minerals shall be permitted to be extracted on any Lot. Nothing herein contained shall be construed to prohibit the drilling and use of a water well on a Lot.
- M. Signs: No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a Dwelling Unit and Lot for sale by displaying a single, neat and reasonably sized sign on a Lot. Other temporary signs advertising the name of the builder or the name of the institution providing financing may be displayed on a Lot during construction of improvements. One entry sign may be placed on each Lot naming the property or the owner thereof, provided the plans and specifications therefore, including the location, design, material and color thereof have been approved in writing by the Architectural Control Committee prior to installation.
- N. Subdividing: No Lot may be further subdivided, nor may any easement or other interests therein less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prohibit an Owner from transferring and selling a Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property.
- O. Discharge of Firearms: The discharge of firearms within the subdivision for recreational purposes is prohibited.
- P. Riding Arenas: No arena or other similar area designed for the riding of animals shall be constructed on a Lot

unless the plans and specifications therefore, including the location, design, material and color thereof, have been approved in writing by the Architectural Control Committee prior to construction or installation. No such riding arena shall be permitted unless the ground surface thereof is completely covered in grass, is irrigated and is completely surrounded by a screen of natural evergreen vegetation at least eight feet high. In no event shall any such riding arena be lighted.

- Q. Parking Rights: Any automobile or other vehicle used by any Owner shall be parked in the driveway or garage which is a part of his Dwelling Unit.
- R. Mail and Newspaper Boxes: No mail or newspaper boxes shall be placed on a Lot unless the plans and specifications therefore, including the location, design, material and color thereof, have been approved in writing by the Architectural Control Committee prior to installation, it being the intent of the Declarant that all mail and newspaper boxes shall be of consistent design, material and coloration and shall be located adjacent to the access point for each Lot.

ARTICLE X. BUILDING RESTRICTIONS

Section 1. Minimum Area/Cost: No building intended for use in a single family residence shall be erected, altered, placed or permitted to remain on any Lot which building has an initial cost to construct the same (including the cost of the domestic water well and septic system) of less than \$100,000.00 based on 1992 construction costs, adjusted for subsequent years in accordance with reasonable increases in construction costs for residential Dwelling Units and which contains less than 2,000 square feet of living area; provided, however, that if the building intended for use as a single family residence contains more than one story, the minimum square footage of living area shall be 2,500 square feet. The square footage of living area shall be based on the interior living space at or above the grade of the Lot, exclusive of basement, porches, patios and garages. No building or other structure shall be allowed within the subdivision which has more than two stories, unless the same is approved in writing by the Architectural Control Committee. In no event shall a manufactured or relocated home be erected, placed or permitted to remain on any Lot.

Section 2. Setback: Subject to the right of the Architectural Control Committee to approve the site plan for any building to be constructed upon a Lot, (a) any building intended for use as a single family residence shall be set back at least thirty feet from the public right of way and twenty five feet from any other property line; and (b) any barn, shed or other building for the housing or care of animals shall be set back at least ninety feet from the public right of way and twenty five feet from any other Lot line. Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the subdivision require setbacks different than those provided herein, the more restrictive shall control.

Section 3. Obligation to Complete Construction: Following the date of commencement of construction, the Owner shall be obligated to diligently and continuously proceed therewith to completion of the entire exterior of the dwelling within nine months, except for incidental items which cannot be completed because of adverse weather, provided that such items shall be completed promptly when weather permits. Prior to the date of commencement of construction, the Owner shall maintain such Owner's Lot free of accumulation of trash or debris and vegetation that may create a fire hazard or which is unsightly.

Section 4. Construction Requirements: Each Dwelling Unit may have wood siding (redwood, cedar or spruce which may be stained or painted) or a combination of wood, stone, manufactured or synthetic stone, stucco, masonry or masonite true lap siding with ten inch or less lap. Each Dwelling Unit must have exterior brick, stone, manufactured or synthetic stone or stucco on the front elevation. All roofs shall be comprised of wood shake shingles, architectural asphalt shingles, metal (as may be approved by the Architectural Control Committee) or tile with a minimum 6/12 pitch. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All windows shall be of the anodized type or better (no raw aluminum frames). All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the Unit to within one foot of the top cap. Each Dwelling Unit must have at least two exterior lights illuminating the garage door openings and one exterior light for the front entryway(s).

Section 5. Utilities: The connection to all utility facilities shall be under ground and shall be inspected and approved by the appropriate governmental entity having jurisdiction thereof and the company providing the utility service, if required.

Utility meters shall be placed in an unobtrusive location where possible. Each Owner shall be responsible to pay for any extension of electrical service or facilities for the placement of a meter or a transformer beyond that provided for such Lot, and any credits or monies received by such Owner by Idaho Power Company offsetting any costs of such extension which would otherwise have been rebated directly by Idaho Power Company to the Declarant shall be promptly paid by such Owner to the Declarant.

Section 6. Driveway and Driveway Culvert: Each Owner shall install a hard surface (e.g. asphalt, concrete, or compacted 3/4 inch minus gravel six inches thick and finished with a dust abatement surface) driveway from the edge of the public right of way to the Dwelling Unit or garage on the Lot in a location approved by the Architectural Control Committee, and shall, if required by the Architectural Control Committee, install and maintain in the borrow ditch adjacent to the public right of way a culvert having a minimum diameter of twelve inches. No driveway or parking area shall be permitted which creates a dust nuisance.

Section 7. Maintenance During Construction: The following requirements shall apply during the construction of improvements on a Lot:

- A. All debris shall be removed from the Lot prior to each weekend;
- B. No materials shall be placed or kept on any adjoining Lots;
- C. Vehicles belonging to workmen or used in the construction of the improvements shall not be parked in front of occupied Dwelling Units or interfere with traffic on public streets or private streets;
- D. Utilities, including water, shall not be taken from any other Lot without the approval of the Owner thereof;
- E. A receptacle for trash and debris shall be located on the subject Lot and shall not be over filled;
- F. Each Owner shall be responsible to repair any damage which may occur during the construction period to any road, mailbox, utility facility or other onsite or offsite improvement caused by the Owner or Owner's agents.

ARTICLE XI. ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee: In order to protect the quality and value of the homes built on the Properties, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three or more members to be appointed by the Board of Directors of the Association. The Board of Directors of the Association shall appoint members to the Architectural Control Committee at each annual meeting of the Board.

Section 2. Approvals Required: No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed approved.

The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing in such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed structure or alteration, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with the surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of such proposed improvement, structure or alteration. Actual construction shall comply substantially with the plans and specifications approved.

Section 3. Submissions: Requests for approval of the Architectural Control Committee shall consist of such documents and

other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following:

- A. Site Plan. A site plan showing the location of buildings and all other structures and improvements, including fences and walls on the Lot, Lot drainage and all setbacks and other pertinent information related to the improvements.
- B. Building Plan. A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east, and west sides, detailed exterior specifications for each building which shall indicate, by sample, if required by the Architectural Control Committee, all exterior colors, material and finishes, including roof, to be used. Garage, accessory and outbuildings to be located on a Lot shall be architecturally and visually compatible and harmonious with the principal building on the Lot as to style and exterior colors and shall not be higher than ten feet above the roof line of the principal building on the Lot.
- C. Landscape Plan. A landscape plan for that portion of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free standing exterior lights, driveways, parking areas and walk ways.

Section 4. Rules and Regulations: The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such rules and regulations as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests. Any such rules and regulations may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

Section 5. Fees: The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an

architectural review fee to be paid by each Owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

Section 6. Waivers: The approval of any plans, drawings or specifications for any structure, improvement, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

Section 7. Liability: Neither the Architectural Control Committee nor any member thereof shall be liable to the Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

Section 8. Certification by Secretary: The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters therein provided for have been approved and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one (1) year following the issuance of a building permit therefor by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof unless a notice of noncompliance executed by the Association shall have appeared of record in the office of the County Recorder of Ada County, State of

Idaho, or unless legal proceedings shall have been instituted to enforce completion or compliance.

Section 9. Construction and Sales Period Exception: During the course of construction of any permitted structures or improvements and during the initial sales period, the restrictions (including sign restrictions) contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all Dwelling Units; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Further, Declarant shall have the right to select and use any individual Dwelling Units owned by it as models for sales purposes.

ARTICLE XII: INSURANCE AND BOND

Section 1. Types of Insurance: The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

The Association may secure and maintain at all times the following insurance and bond coverage:

- A. A multi-peril-type policy covering any Association owned property providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).
- B. The Association must, if available at a reasonable cost, have a comprehensive policy of public liability insurance covering all of the Association owned facilities. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location

and use. If the properties contain more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.

C. The Association may obtain liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of the Association in such amount as may be reasonable in the premises.

D. The following additional provisions shall apply with respect to insurance:

1. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their Mortgages.
2. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.
3. All policies shall be written by a company licensed to write insurance in the State of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.
4. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.

E. The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

- F. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

ARTICLE XIII: CONDEMNATION

Section 1. Consequences of Condemnation: If at any time or times, all or any part of the Association owned property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 2. Proceeds: All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association.

Section 3. Apportionment: The condemnation award shall be apportioned among the Owners having an interest in the condemned property equally on a per-lot basis. The Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Lot. Each such account shall remain in the name of the Association and shall be further identified by Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE XIV: MORTGAGEE PROTECTION

Notwithstanding anything to the contrary contained in this Declaration or in the Articles or Bylaws of an Association:

- A. The Association shall maintain an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of those common elements and improvements thereon, and such reserve shall be funded by at least quarterly assessments.
- B. The holders of first Mortgages shall have the right to examine the books and records of any Association and to

require annual reports or other appropriate financial data.

- C. Any management agreement for the properties or Irrigation Water Supply System, or any other contract providing for services of the developer, sponsor or builder, shall be terminable (i) by the contracting Association for cause upon thirty (30) days' written notice thereof, and (ii) by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice thereof, and the term of any such agreement shall not exceed one (1) year.
- D. Any lien which the Association may have on any Dwelling Unit for the payment of assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date notice of such assessment lien is duly recorded.
- E. Unless all institutional holders of first Mortgages have given their prior written approval, no Association shall:
 - 1. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Irrigation Water Supply System owned, directly or indirectly, by such Association for the benefit of the Owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such common area property shall not be deemed a transfer within the meaning of this clause.)
 - 2. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.
 - 3. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwelling Units, the maintenance of the Greenbelt Area property, party walls, or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.
 - 4. Fail to maintain fire and extended coverage on insurable Greenbelt Area property on a current replacement cost basis in an amount not less than

one hundred percent (100%) of the insurable value (based on current replacement cost).

5. Use hazard insurance proceeds for losses to any Greenbelt Area property for other than the repair, replacement or reconstruction of such Greenbelt Area property.
6. Amend materially this Declaration, the Association's Articles of Incorporation, or its Bylaws.
7. Terminate professional management and assume self-management of the properties.

ARTICLE XV: ANNEXATION

Section 1. Time for Annexation: Land Subject to Annexation. Declarant hereby reserves the right to annex any real property located in Sections 28, 29, 30, or 32, Township 5 North, Range 1 West of the Boise Meridian, Ada County, Idaho (herein referred to as annexable or annexed property) owned by Declarant or affiliates at the time of annexation into the Association, and after annexation, the annexed property will be included in the definition of "PROPERTIES". The annexation of the annexable property, or portions thereof, from time to time, shall be affected by recording a Notice of Annexation or supplemental declaration particularly describing the real property to be annexed and added to the project created by this declaration, pursuant to the provisions of this Article XV.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the project except for amendments, if any, which are set forth in the Supplemental Declaration; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots and Units within the added land shall be the same as in the case of the original land except as modified under the Supplemental Declaration. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the Owners of Units within the area subject thereto.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, Page - 26.

EXISTING

Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

By accepting a deed to a lot within the Monument Ridge Ranch Subdivision, each owner shall be conclusively deemed to have waived any objections, or any present or future right to object, to the annexation of the annexable property, and to any zoning application(s) filed by Declarant pertaining to the annexable property. Each owner further consents to the subdivision and development of such annexable property in accordance with applicable zoning ordinances then in force and effect and applicable to the annexable property, including such development as shall be required to provide access to the annexable property (including the lots subdivided therein) by the public right(s)-of-way within the subdivision, and the extension of utility facilities located within the subdivision to serve the annexed property (including the lots subdivided therein).

Section 2. Procedure for Annexation: Any contiguous real property may be annexed into the project by the recordation of a Notice of Annexation executed by Declarant and containing the following information:

- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Ada County where this Declaration is recorded;
- B. An exact legal description of the added land;
- C. A statement that the provisions of this Declaration shall apply to the added land, as set forth herein; and
- D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

ARTICLE XVI: GENERAL PROVISIONS

Section 1. Enforcement: The Association or any Owner or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by an Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the votes of membership. Any amendment must be recorded.

Section 4. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to an Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

IN WITNESS WHEREOF, the Declarant has caused its corporate name to be hereunto subscribed and its corporate seal affixed this 18th day of August, 1993.

DECLARANT:

Willowbrook Development, Inc.

By [Signature]
President

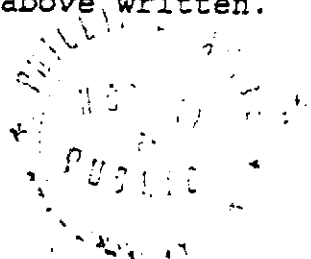
STATE OF IDAHO

)
ss.

County of Ada)

On this 18th day of August, 1993, before me, the undersigned Notary Public in and for said State, personally appeared Richard M. Phillips, known or identified to me to be the President of Willowbrook Development, Inc., the corporation that executed the within instrument, or the person who executed the instrument in behalf of said corporation, and acknowledged to me that such corporation 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, State of Idaho
Residing at Boise, Idaho
My Commission Expires: 9-6-94

MONUMENT RIDGE RANCH SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT WILLOWBROOK DEVELOPMENT INC. IS THE OWNER OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT THEY INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS MONUMENT RIDGE RANCH SUBDIVISION PLAT.

THE NORTH 1/2 OF SECTION 31, T.5N., R.1W., BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 31, T.5N., R.1W., BOISE MERIDIAN, ADA COUNTY, IDAHO, THENCE ALONG SECTION LINES
 N 89°45'47"E 2408.03 FEET, THENCE
 S 89°45'47"E 2644.14 FEET, THENCE
 S 00°59'37"W 2644.14 FEET, THENCE ALONG THE MID SECTION LINE
 S 89°49'40"W 5108.22 FEET, THENCE ALONG THE SECTION LINE
 N 00°27'48"W 2639.29 FEET TO THE POINT OF BEGINNING.

CONTAINS 311.79 ACRES

ALL OF THE LOTS IN THIS PLAT WILL RECEIVE WATER FROM INDIVIDUAL WELLS.

PUBLIC STREETS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC. EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO, AND USE OF THESE EASEMENTS AS REQUIRED IS PERPETUALLY RESERVED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND.

WILLOWBROOK DEVELOPMENT INC., AN IDAHO CORPORATION.

Richard M. Phillips
 RICHARD M. PHILLIPS
 PRESIDENT

Phillip L. Keene
 PHILLIP L. KEENE
 ASSISTANT SECRETARY

ACKNOWLEDGMENTS

STATE OF IDAHO } SS
 COUNTY OF ADA }

ON THIS 5TH DAY OF MAY, 1993, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED RICHARD M. PHILLIPS AND PHILLIP L. KEENE, KNOWN TO ME TO BE THE PRESIDENT AND ASSISTANT SECRETARY OF THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY NOTARY COMMISSION EXPIRES 10-94
 MY NOTARY BOND EXPIRES October 19 94

Charles J. ...
 NOTARY PUBLIC FOR THE STATE OF IDAHO.
 RESIDING AT Boise, IDAHO



CERTIFICATE OF ENGINEER/LAND SURVEYOR

I, ROY B. JOHNSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL ENGINEER / LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF OWNERS, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS PLATED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

Roy B. Johnson
 ROY B. JOHNSON
 10/17/1993

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT
 SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE LETTER OF APPROVAL ON FILE WITH THE ADA COUNTY RECORDER OR HIS AGENT.

Shelby E. Adams
 SHELBY E. ADAMS
 5/19/93

ADA COUNTY HIGHWAY DISTRICT ACCEPTANCE
 THIS PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 9TH DAY OF JUNE 1993.

CERTIFICATE OF THE BOARD OF COUNTY COMMISSIONERS
 ACCEPTED AND APPROVED THIS 19TH DAY OF AUGUST 1993.

John E. Priester
 JOHN E. PRIESTER
 CHAIRMAN

CERTIFICATE OF COUNTY SURVEYOR

I, JOHN E. PRIESTER, REGISTERED PROFESSIONAL ENGINEER/LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT, AND IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

John E. Priester
 JOHN E. PRIESTER
 ADA COUNTY SURVEYOR

CERTIFICATE OF COUNTY TREASURER

I, BARBARA BAUER, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1-10, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

Barbara Bauer
 BARBARA BAUER
 COUNTY TREASURER

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO } SS
 COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF ROY JOHNSON AT 02 MINUTES PAST 2 O'CLOCK P.M. THIS 19 DAY OF August 1993, AND WAS DULY RECORDED IN BOOK 63 OF PLATS AT PAGE 6333, AND 6336.

J. David Navarro
 J. DAVID NAVARRO
 EX-OFFICIO RECORDER

COMMUNICATION DOCUMENTATION

Claim No. AG3-7110

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent

Linda Werner

Date

11-1-94

Contact Person(s)

N/A

Nature of Contact

Transfer 4146

Substance of Communication

Transfer 4146 is for the 1993
inv. season only. Exception to this is that the POP
in Sec. 31, NENE, is permanent & the one in Sec. 35,
NENE is temporary. The claim was originally
filed w/ 920 acres. License is for 320. Yet
the data base was changed to reflect the 320 acres.
Info. in the file still reflected the original claim so
I don't know why this was done. However, I only
amended claim to reflect the permanent POP. Warranty
 deed reflects Willowbrook purchase. Other info. relative
to AG3-7056 A & B (in file) may explain why this
was originally claimed w/ 920 acres.

SD-0853
INQUIRY

Idaho Department of Water Resources
Transfer Remarks Screen

Date: 11/01/94
Time: 12:52:50

Transfer Number: 4146

FIRST PAGE

Remarks: Transfer No. 4146 was filed with two purposes, (1) to change the point of diversion for the entire right and (2) to change the point of diversion and place of use of a portion of the right for the 1993 irrigation season only. (2) results in splitting the right into parts A and B, and will be carried under an X prefix until temporary approval expires and then will be deleted from the database. The original right after change (1) will be retained in the database.(08-04-93)
Parts A and B are approved for the 1993 irrigation season only, and will be deleted from the database 12-01-93. (08-11-93)

(GOLD4=Prev Screen)
(GOLD5=Next Screen)

(GOLD6=End of Data)

(Enter=Exit)
(GOLD8=Cancel)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT

✓ Carter
✓ Roxanne
Western AJ

TRANSFER NO. 4146
WATER RIGHT NO. 63-07110A

This is to certify that: **WILLOWBROOK DEVELOPMENT INC**
210 MURRAY
BOISE ID 83714

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	4.00 CFS	1440.0 AF

SOURCE

GROUNDWATER

Priority: 06/03/1968

LOCATION OF POINT(S) OF DIVERSION:

NWNE , Sec. 31, Township 05N, Range 01W
ADA County

PLACE OF USE: IRRIGATION

<u>TWN RGE SEC</u>		<u>ACRES</u>		<u>ACRES</u>		<u>ACRES</u>	<u>TOTAL</u>
05N 01W 31	✓ NENE	40	✓ NWNE	40	✓ SWNE	40	
	✓ SENE	40	✓ NENW	40	✓ NWNW	40	
	✓ SWNW	40	✓ SENW	40			320
							Total number of acres irrigated: 320

CONDITIONS/REMARKS:

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands above.
3. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.
4. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

see remarks under X63-07110A

TRANSFER NO. 4146
WATER RIGHT NO. 63-07110

CONDITIONS/REMARKS:

Dated this 5th day of August, 1993

J. Glen Saylor
Chief, Water Alloc. Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT

✓ Carter
✓ Roxanne
Western AJ

TRANSFER NO. 4146
WATER RIGHT NO. 63-07110B

This is to certify that: **WILLOWBROOK DEVELOPMENT INC**
210 MURRAY ST
BOISE ID 83714

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	1.00 CFS	360.0 AF

SOURCE

GROUNDWATER

Priority: 06/03/1968

LOCATION OF POINT(S) OF DIVERSION:

NENE , Sec. 35, Township 05N, Range 02W
CANYON County

PLACE OF USE: IRRIGATION

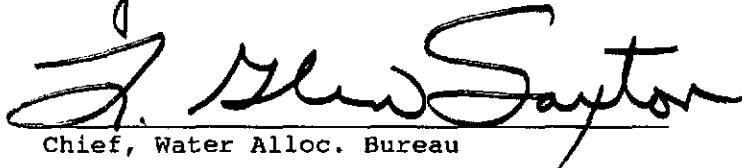
<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
05N 02W 26	SENE 40	NESE 40		80
Total number of acres irrigated:				80

CONDITIONS/REMARKS:

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands above.
3. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.
4. Right No. 63-07110B is authorized for use during the 1993 irrigation season only.

TRANSFER NO. 4146
WATER RIGHT NO. 63-07110B

Dated this 5th day of August, 1993


Chief, Water Alloc. Bureau

Grantee that they are the owners in fee simple of said premises and that they are free and clear from all encumbrances, except as set forth above, AND THAT THEY WILL WARRANT AND DEFEND the same from all lawful claims whatsoever, SUBJECT, HOWEVER, TO easements, restrictions, reservations, assessments and encumbrances of record, AND FURTHER SUBJECT TO easements that would be revealed by a physical inspection of said real property.

IN WITNESS WHEREOF, Grantors have hereunto executed this Warranty Deed this 13th day of May, 1993.

GRANTORS:

Herbert R. Montierth

HERBERT R. MONTIERTH

Herbert R. Montierth

HERBERT R. MONTIERTH, Personal
Representative of the Estate of Golda
Darlene Montierth

Rodney Kent Montierth

RODNEY KENT MONTIERTH

Dollie Montierth

DOLLIE MONTIERTH

Edward Ray Montierth

EDWARD RAY MONTIERTH

Susan L. Montierth

SUSAN L. MONTIERTH

Wilford Nolan Victor

WILFORD NOLAN VICTOR

Ruby C. Victor by Nolan Victor

RUBY C. VICTOR BY NOLAN VICTOR, her Attorney in Fact

Robert J. Meyers
ROBERT J. MEYERS
Kathi L. Meyers
KATHI L. MEYERS

STATE OF IDAHO)
 ss.
County of Ada)

On this 13th day of May, 1993, before me, the undersigned Notary Public in and for said State, personally appeared HERBERT R. MONTIERTH, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.

James L. Block
NOTARY PUBLIC, State of Idaho
Residing at Boise, Idaho
My Commission Expires: 3-17-99

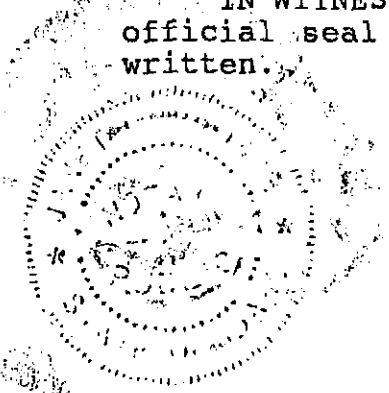
STATE OF IDAHO)

ss.

County of Ada)

On this 13th day of May, 1993, before me, the undersigned Notary Public in and for said State, personally appeared HERBERT R. MONTIERTH, Personal Representative of the Estate of Golda Darlene Montierth, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.



Janet L. Bloch
NOTARY PUBLIC, State of Idaho
Residing at Boise, Idaho
My Commission Expires: 3-17-99

STATE OF IDAHO)

ss.

County of Ada)

On this 13th day of May, 1993, before me, the undersigned Notary Public in and for said State, personally appeared RODNEY KENT MONTIERTH and DOLLIE MONTIERTH, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me they he 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.



Janet L. Bloch
NOTARY PUBLIC, State of Idaho
Residing at Boise, Idaho
My Commission Expires: 3-17-99

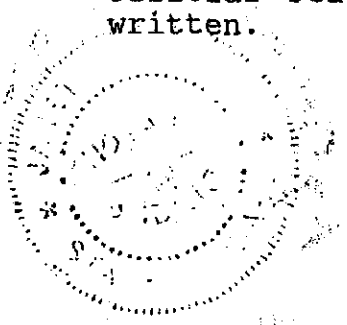
STATE OF IDAHO)

ss.

County of Ada)

On this 13th day of May, 1993, before me, the undersigned Notary Public in and for said State, personally appeared EDWARD RAY MONTIERTH and SUSAN A. MONTIERTH, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me they he 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.



Janet L. Bloch
NOTARY PUBLIC, State of Idaho
Residing at Bowen, Idaho
My Commission Expires: 3-17-99

STATE OF IDAHO)

ss.

County of Ada)

On this 13th day of May, 1993, before me, the undersigned Notary Public in and for said State, personally appeared WILFORD NOLAN VICTOR and ~~RUBY C. VICTOR~~, husband and wife, known or identified to me to be the persons whose names ~~are~~ ^{is} subscribed to the foregoing instrument, and acknowledged to me ~~they~~ he 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.

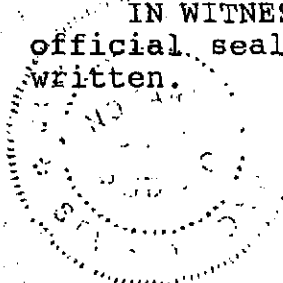


Janet L. Bloch
NOTARY PUBLIC, State of Idaho
Residing at Bowen, Idaho
My Commission Expires: 3-17-99

STATE OF IDAHO)
County of Ada) ss.

On this 13th day of May, 1993, before me, the undersigned Notary Public in and for said State, personally appeared ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me they he 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.


Janet L. Bloch
NOTARY PUBLIC, State of Idaho
Residing at, Boise, Idaho
My Commission Expires: 3-17-99

ACKNOWLEDGMENT - Attorney in Fact

STATE OF Idaho, County of Ada, ss.

On this 13th day of May, in the year of 1993, before me
Janet L. Bloch, a notary public,
personally appeared Nolan Victor,
known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in
fact of Ruby C. Victor

and acknowledged to me that he subscribed the name of Ruby C. Victor

thereto as principal, and his own name as attorney in fact.

Notary Public: Janet L. Bloch

Residing at: Boise, Idaho

My commission expires: 3/17/99

A portion of Section 31, T. 5 N., R. 1 W., B.M., Ada County Idaho, more particularly described as follows:

Commencing at the Northwest corner of Section 31, T. 5 N., R. 1 W., B.M., thence

N. $89^{\circ}23'50''$ E. 4000 feet to the point of beginning,
thence
N. $89^{\circ}23'50''$ E. 10.00 feet, thence
S. $00^{\circ}27'48''$ E. 1457.24 feet, thence
N. $90^{\circ}00'00''$ E. 30.00 feet, thence
S. $00^{\circ}00'00''$ E. 60.00 feet, thence
S. $90^{\circ}00'00''$ W. 40.00 feet, thence
N. $00^{\circ}27'48''$ W. 1516.73 feet to the point of beginning.

EXHIBIT "A"

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-7110 V1

WATER RIGHT NUMBER: 63-7110 V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	BERNICE L M
Original Owner	HERBERT R
Original Owner	RODNEY K M
Original Owner	KATHI L ME
Original Owner	HANK VAND
Original Owner	RUBY C VIC
Original Owner	EDWARD R
Original Owner	ROBERT J I
Original Owner	SUSAN L M
Original Owner	DOLLIE MO
Original Owner	W NOLAN
Original Owner	NORWEST
Original Owner	DARLENE I
Original Owner	THEA VAN
Original Owner	WILLOWBI
Current Owner	MONUMEN

Priority Date: 06/03/1968

Basis: License

Status: Active

Source

GROUND WATER

Beneficial Use

IRRIGATION

From
03/1Location of Point(s) of Diversion

GROUND WATER

ADA County

NW1/4NE1/4

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	01W	31	40.0	40.0	40.0	40.0	40.0	37.0	37.0	40.0									314.0
								L1	L2										

ADA County / Canyon City
JAN, CLAIMS

8/12/02

1) Because of an ownership Review
CHANGE OF 63-7110 I

ckd the following claims
for County that Irrig was
IN AND FOUND 7056 WAS

SPLIT INTO (A) Canyon (B) ADA

you have 7056A I have
7056B - Do I want to

give back the ADA SPLIT to
do with Canyon City? YES

2) Also ckd 63-3114 is

ALL IN CANYON City
give back? YES

Ron

Adjudication Recommendation Report 63-7110 V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	BERNICE L MORSE
Original Owner	HERBERT R MONTIERTH JR
Original Owner	RODNEY K MONTIERTH
Original Owner	KATHI L MEYERS
Original Owner	HANK VANDERWEY
Original Owner	RUBY C VICTOR
Original Owner	EDWARD RAY MONTIERTH
Original Owner	ROBERT J MEYERS
Original Owner	SUSAN L MONTIERTH
Original Owner	DOLLIE MONTIERTH
Original Owner	W NOLAN VICTOR
Original Owner	NORWEST AGRICULTURAL CREDIT INC
Original Owner	DARLENE E MONTIERTH
Original Owner	THEA VANDERWEY
Original Owner	WILLOWBROOK DEVELOPMENT INC
Current Owner	MONUMENT RIDGE RANCH SUBDIVISION HOMEOWNERS ASSN

Status: Active

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	4.000 CFS	1,440.00 AF
	<u>Total Diversion:</u>	4.000 CFS	1,440.00 AF

GROUND WATER NW1/4NE1/4 Sec. 31, Twp 05N, Rge 01W, B.M.

ADA County

IRRIGATION

[illegible]

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-7110 V1

Total Acres: 314

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. S39 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MARCH 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Remarks:

Comments:

1. rhowerto 8/12/2002 Benign Change

Comment: Total acres calculated are the same, but individual tract total changed using GIS and GCDB shape information combined with the use of 1987 NAPP imagery.

2. kwalker 6/25/2007 SRBA Changes

Comment: SRBA court had issues with issuing tracts with more than 40 acres so they reduced this right from 320 acres to 314 acres. Corrections made to recommendation to match partial decree issued 3/19/2007.

Dates and Other Information:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Defendant:

Plaintiff:

Civil Case Number:

Judicial District:

Notice of Error Flag:

State or Federal: S

Owner Name Connector: OR

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

Combined Use Limits:

Water Supply Bank:

SRBA PARTIAL DECREE 63-07110

Issued on 03-19-2007.

This is not an official copy.

Contact IDWR or the Court for a Certified Copy.

Choose Landscape Orientation when printing.

NAME AND ADDRESS: MONUMENT RIDGE RANCH
SUBDIVISION HOMEOWNERS ASSN ✓
C/O AMI ✓
PO BOX 5714 ✓
BOISE, ID 83705 ✓
GROUND WATER ✓
QUANTITY: 4.00 CFS ✓
1440.00 AFY ✓
PRIORITY DATE: 06/03/1968 ✓
POINT OF DIVERSION: T05N R01W S31 ✓
PURPOSE AND PERIOD OF USE: NWNE ✓ Within Ada County
PURPOSE OF USE: Irrigation ✓
PERIOD OF USE: 03-15 TO 11-15 ✓
QUANTITY: 4.00 CFS ✓
1440.00 AFY ✓

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MARCH 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

PLACE OF USE: Irrigation ✓
T05N R01W S31 ✓
Within Ada County
NENE 40.0
SWNE 40.0
NENW 40.0
LOT 1 (NWNW) 37.0
SENW 40.0
LOT 2 (SWNW) 37.0
SENW 40.0
314.0 Acres Total

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS

NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

[Return to SRBA Home Page](#)

Brown, Kimberly

From: Brown, Kimberly
Sent: Monday, January 08, 2007 1:56 PM
To: 'tbooth@srba.state.id.us'
Cc: Shurte, Jan
Subject: 63-7110

63-7110 was recommended by an IDWR colleague in 2002 and I "inherited" the claim file when he retired. After reviewing the file, it became apparent that the reason for this predicament is based on the fact that two government lots exist in Section 31 (Lot 1 in the NWNW contains 36.44 acres and Lot 2 in the SWNW contains 36.43 acres)(see attachment), but 40 acres were licensed for each lot. In order to "correct" this error on the license, the Water Resource Agent chose to recommend 37 acres in the NWNW and SWNW, but unfortunately, he did not reduce the total recommended acres by six. Instead, he distributed the remaining six acres to the other licensed 40 acre quarter-quarters; making each them a total of 41.0 acres.

Therefore, there should have been a reduction in the total recommended acres (314.0 acres, to be exact).

What process do we need to go through to resolve this situation?

Kimberly Brown
Senior Water Resource Agent
Western Region

-----Original Message-----

From: Ted Booth [mailto:tbooth@srba.state.id.us]
Sent: Thursday, January 04, 2007 3:02 PM
To: Shurte, Jan
Subject: 63-7110

Jan,
This one has 41 acre quarter-quarters. Is this right?
Ted

Eliminate annoying spam!

My mailbox is protected by iHateSpam, the #1-rated spam buster.
<http://www.ihatespam.net>

08/12/2002

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-7110

NAME AND ADDRESS: MONUMENT RIDGE RANCH SUBDIVISION HOMEOWNERS ASSOCIATION
C/O AMI
PO BOX 5714
BOISE ID 83705

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 4.00 CFS
1,440.0 AFY

PRIORITY DATE: 06/03/1968

POINT OF DIVERSION:

T05N R01W S31 NWNE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	4.000 CFS 1,440.00 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MARCH 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

PLACE OF USE: IRRIGATION Within ADA County

T05N R01W S31	NENE	41.0	T05N R01W S31	NWNE	41.0
T05N R01W S31	SWNE	41.0	T05N R01W S31	SENE	41.0
T05N R01W S31	NENW	41.0	T05N R01W S31 Lot 1	NWNW	37.0
T05N R01W S31 Lot 2	SWNW	37.0	T05N R01W S31	SENE	41.0

320 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: License

IN
OFFICE

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION FIELD REPORT**

Prior to Field Exam

- ☒ Copy of Claim, claim has been signed, sealed, and dated by notary?
- ☒ Check fees paid
- ☐ Well logs (if needed)
- ☒ Copy of topo or NAPP
- ☒ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information
- ☒ Check POD & POU overlap, see below – include overlapping right for exam
- ☐ Evidence of Priority – if none, talk with claimant

CLAIMANT INFORMATION – verify contact information is completeClaim No(s) 63-7110

Owner: _____ Phone No. _____

Current Address: _____

- ☒ No change NAME IS THE SAME
- ☐ NEW OWNER _____
- ☐ No change Address
- ☐ NEW ADDRESS _____
- ☐ How long owned property? _____

Accompanied by: _____

PRIORITY DATE

- ☒ No change – Complete evidence submitted or not necessary
- ☐ Incomplete – Claimant should be asked when water was first used and submit proof of date.
- ☐ Priority date is acceptable/within mandatory filing dates?

Priority date, per claimant, is: _____

(If priority date, based on your exam, seems questionable, explain below.)

Source: _____ Tributary to _____

- ☒ No Change – SAME SOURCE
- ☐ Source found is different than claimed: _____

POINT OF DIVERSION

- ☒ No change
- ☐ POD found is different than claimed: _____
- ☐ If different, when did POD change? _____

DIVERSION AND DELIVERY SYSTEM

Points of Diversion:

ID #	Govt Lot #	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks GPS ID

Description of diverting works

NO CHANGE**OVERLAP REVIEW**Other water rights with the same point of diversion: NONE

Does overlap add acres or uses to existing system, increase rate of flow or volume, or other? Explain:

WATER USES☐ No change☐ Different UsesUse IRRIG From 3/15 To 11/15 Amount _____ CFS _____ AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

TOTAL VOLUME - Groundwater only NO CHANGES☐ Incomplete on claim, the total is, Amount _____ CFS _____ AFA☐ Changes found, the new total is, Amount _____ CFS _____ AFA☐ More than 1" per Acre? Yes _____ (claimant must complete excess flow sheet)**NON-IRRIGATION USES:**☒ No change☐ Changes Exam found: Domestic # of homes _____ Stock # _____

Types _____ Additional comments: _____

PLACE OF USE:☒ No Change☐ Changes shown below:

[illegible]

AFTER EXAM THE FILE SHOULD CONTAIN:

- ☒ Completed claim checklist
- ☐ Photographs of POD's and POU
- ☐ GPS readings
- ☒ Completed map and or GIS layout showing POD's and POU

DATE EXAM CONDUCTED: 8-12-02 IN-OFFICE

FIELD EXAMINER: Ron Howerton

1993. *Journal of the American Academy of Child and Adolescent Psychiatry* 32: 1039-1047.

SD-1603-3

Idaho Department Of Water Resources
Detail Receipt Summary ScreenDate: 08/12/02
Time: 11:22:14Rec/No - C015622 AR/No -
From: - JOHNSON, DONALD M./MRS.Receipt Type - CK Doc/No - 5235
Remarks -

MOST CURRENT RECEIPT

Receipt Date: 03/15/1990

Type Of Payment	Fund FD	PCA	Obj	Subsid	Fee
ADJUDICATION FEE (VANDERWEY, HANK)	9337	410162	6490		1336.00

Total Due - 1336.00

WR/No	WR Fee	WR/No	WR Fee	WR/No	WR Fee
A6321384	141.00	A6321368	25.00	A6304387	970.00
A6303114	50.00	A6307110	50.00	A6307142	50.00
A6307056	50.00				

(Enter=Continue)

(GOLD7=Selection Screen)

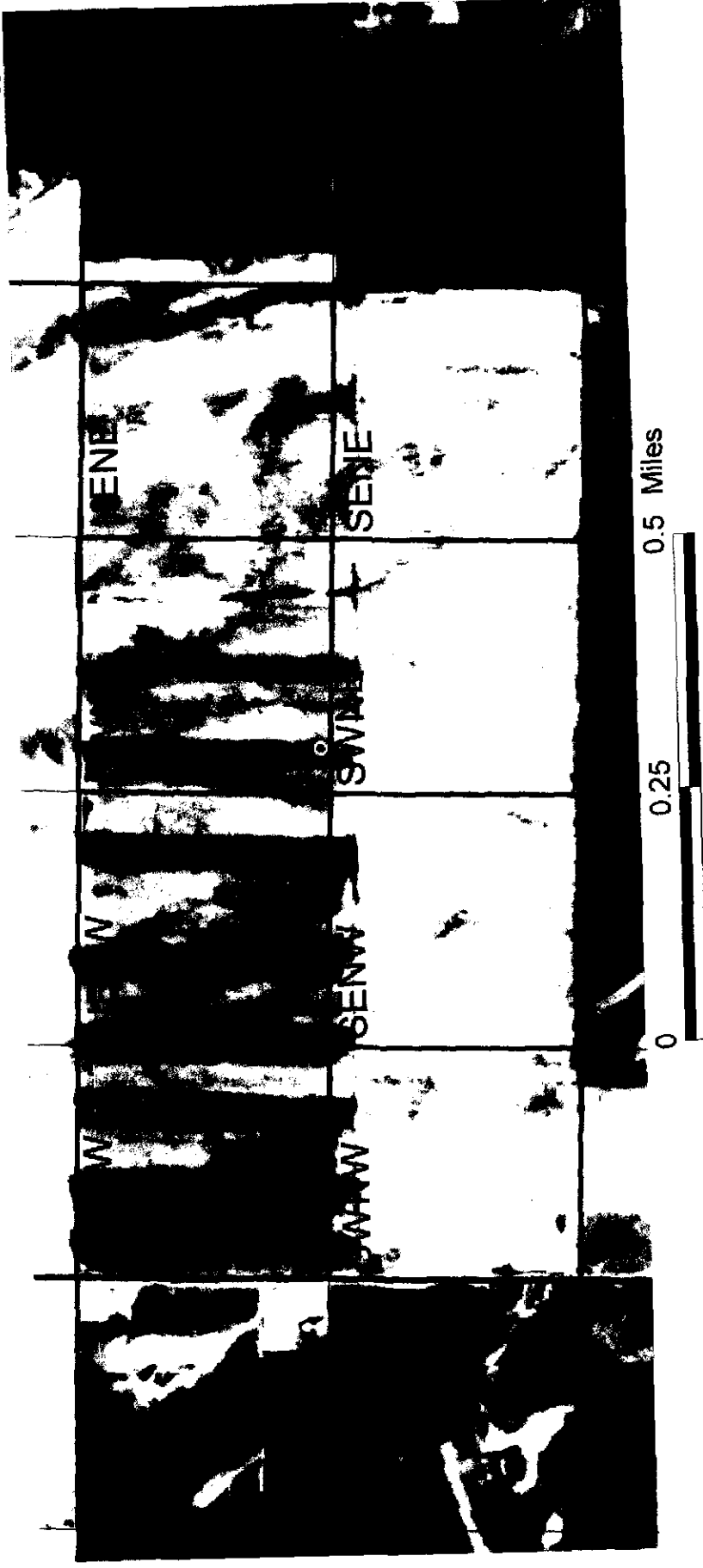
(GOLD8=Cancel)

FEE REVIEW

WR	TYPE	VAR FEE	FLAT FEE	ACRE FEE	OVERLAP ACRES	TOTAL FEES	COUNTY
21384	COMM/DJM	91	50			141	CANYON
3114*	IRR/DJM		50	2	273	52	CANYON
7056*	IRR		50	284		334	(A)CANYON/ADA(B)
21368	D&S		25			25	CANYON
7110	IRR		50	320		370	ADA
4387	IRR		50	0		50	CANYON
7142	IRR		50	278		328	CANYON
						1300	RECEIPT 1336 - 1300 \$36 OVERPAID 7056 WAS SPLIT INTO A & B * GAVE BACK TO JAN 8/12/02 CANYON Cty \$ 3114

Idaho Department of Water Resources

1987 Napp Photo

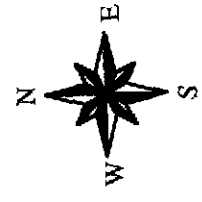


⊙ Point of Diversion

☐ Place of Use

☐ Section Lines

☐ Quarter Quarter Lines



Claim Number: 63-07110

Legal: T05N, R01W, S31

Reviewed By:



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 12, 2002

MONUMENT RIDGE RANCH SUBDIVISION HOMEOWNER'S ASSOCIATION
C/O AMI
PO BOX 5714
BOISE ID 83705

Re: Notice of Claim to a Water Right No. 63-7110

Dear Claimant(s):

Enclosed is a copy of the above referenced claim, which reflects the change in ownership of the land and appurtenant water rights covered under the original filing.

The Department will contact you in the future concerning any requirements that may be needed in order to process this claim for final court decree.

Thank you for your patience and cooperation, as we have had several water right changes to process. If you have any questions concerning the enclosed claim, please feel free to contact this office.

Sincerely,

Denise Hatfield
Office Specialist 1
Adjudication Section
Western Region Office

DH: dh

Enclosure

July 31, 2002

Idaho Dept. of Water Resources
Western Region
2735 Airport Way
Boise, ID 83705-5082

Laura E. Burri
Jeffrey R. Christenson
D. Blair Clark
Michael J. Doolittle
S. Bryce Farris
Patrick D. Furey
David Hammerquist
Charles L. Honsinger
Joseph B. Jones
James P. Kaufman
Jennifer Reid Mahoney
James G. Reid
William F. Ringert
Daniel V. Sicensen
Allyn L. Sweeney

Samuel Kaufman (1921-1986)

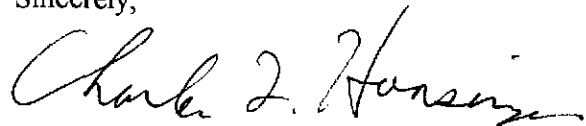
Re: Notice of Change of Ownership for water right no. 63-7110.

Dear Sir or Madam:

Enclosed please find a copy of a Notice of Change in Water Right Ownership executed by my client, Monument Ridge Ranch Subdivision Homeowners' Association, Inc. Attached to the document are the plat of the property showing the location of the well from which the water right is diverted and the entire place of use, and the Declaration of Covenants, Conditions and Restrictions of the Subdivision through which the Association owns the above referenced water right.

Please contact me with any questions or concerns.

Sincerely,



Charles L. Honsinger

cc: Clients

RECEIVED
AUG 01 2002
WATER RESOURCES
WESTERN REGION

MEMORANDUM

-----Original Message-----

From: Carlsen, Ernie
Sent: Tuesday, December 12, 2000 8:21 AM
To: Tuthill, Dave; McHugh, Candice; Saxton, Glen
Cc: Jones, Doug; Shurte, Jan; Fritschle, Carter
Subject: **Benign Changes?**

During last weeks discussion on transfers there was a reference to "benign changes" being applied to post '87 approved transfers. Is there such an action and if there is what qualifies? Is a difference in acreage within the individual 1/41/4s of a POU, based on GIS mapping, but with no increase in total acreage an example of a benign change? This situation is especially common with center pivots. Though the frequency of this situation will drop dramatically now that allocations is on line with GIS, in Eastern we have dozens of approved transfers with land lists developed using the accepted methods prior to GIS or with tenths of an acre for acreages over ten acres in a 1/41/4. *In my judgement this is not a situation where an amended transfer is appropriate.* So in the adjudication recommendation can acres be adjusted within the approved 1/41/4s without requiring a new transfer?

From my point of view, I would like the adjudication people to be able to make these kinds of changes in their recommendations of rights. It does not make sense to me to require a transfer for the type of change you have described.

Lgs **From:** Saxton, Glen

It seems that if the transfer already has acres w/in the 1/4 1/4 that increasing the acres w/in that 1/4 1/4 is probably OK when the total acres do not change. The problem w/ notice occurs when we want to move into a 1/4 1/4 that wasn't included with the original notice. However, the concern I have is whether consumptive use could be increased (decreased run-off etc) by adding more acres within a certain 1/4 1/4 and removing acres from another one. Although this is probably very rare and would depend greatly on the lay of the land, I think we have a *duty* to consider that in order to do a thorough injury analysis. Maybe this is such a rare possibility however that we are willing to risk forgoing the greater analysis and address concerns if and when they arise.

Candice

I understand Candice's concern, and it is true that this is a possibility. However, we are finding that almost always, neighboring landowners are parties in the SRBA. As such, they receive notice of our modifications via the SRBA -- available in tabular format at the Courthouse and now in spatial format via the Internet. Thus, I agree with Glen that this is the type of benign change that we were discussing last week -- for which no transfer should be required. I am copying this to Norm to see if he concurs.

Dave

All: I agree that moving acres within already listed quarter/quarters is a benign change and does not require a 42-211 amendment or a 42-222 transfer. Need to be careful, though, that the ownership of the land is not an issue as we do so.

Norm

IDAHO DEPARTMENT OF WATER RESOURCES

Water Permit Report 63-8415

WATER RIGHT NUMBER: 63-8415

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	HANK VANDERWEY 14040 WILLIS RD CALDWELL, ID 83605 (208)454-2404

Priority Date:

Basis:

Status: Cancelled

SourceTributaryBeneficial Use

From ____ To ____

Diversion RateAnnual VolumeTotal Diversion:Location of Point(s) of DiversionPlace of UseConditions of Approval:Remarks:Comments:Dates and Other Information:

63-8415

CANCELLED PERMIT

Water Right #	Type
63-7110	Claim
63-7110	Water Right
63-8415	Claim
63-7110	Claim
63-7110	Water Right
63-8415	Claim
63-7110	Claim
63-8415	Claim
63-7110	Water Right
63-8415	Claim
63-7110	Claim
63-7110	Water Right
63-7110	Claim
63-7110	Water Right
63-8415	Claim
63-7110	Claim
63-123B	Water Right
63-7110	Water Right
63-8415	Claim
63-7110	Claim
63-7110	Water Right
63-8415	Claim
63-123B	Water Right
63-7110	Claim
63-8415	Claim
63-7110	Water Right

Mt MAKE CONNECTION BECAUSE CURRENT OVER 10 MILE
POSSIBLE OVERTAP IN S31 TO BE REVIEWED BY NREL

Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
05N	01W	31	NE	NE		IRRIGATION	40/320	MONUMENT RIDGE RANCH SUBDIVISION HOMEOWNERS ASSOCIATION
05N	01W	31	NE	NE		IRRIGATION	40/320	WILLOWBROOK DEVELOPMENT INC
05N	01W	31	NE	NE		IRRIGATION	40/920	DOLLIE MONTIERTH
05N	01W	31	NW	NE		IRRIGATION	40/320	MONUMENT RIDGE RANCH SUBDIVISION HOMEOWNERS ASSOCIATION
05N	01W	31	NW	NE		IRRIGATION	40/320	WILLOWBROOK DEVELOPMENT INC
05N	01W	31	NW	NE		IRRIGATION	40/920	DOLLIE MONTIERTH
05N	01W	31	SW	NE		IRRIGATION	40/320	MONUMENT RIDGE RANCH SUBDIVISION HOMEOWNERS ASSOCIATION
05N	01W	31	SW	NE		IRRIGATION	40/920	DOLLIE MONTIERTH
05N	01W	31	SW	NE		IRRIGATION	40/320	WILLOWBROOK DEVELOPMENT INC
05N	01W	31	SE	NE		IRRIGATION	40/920	DOLLIE MONTIERTH
05N	01W	31	SE	NE		IRRIGATION	40/320	MONUMENT RIDGE RANCH SUBDIVISION HOMEOWNERS ASSOCIATION
05N	01W	31	SE	NE		IRRIGATION	40/320	WILLOWBROOK DEVELOPMENT INC
05N	01W	31	NE	NW		IRRIGATION	40/320	MONUMENT RIDGE RANCH SUBDIVISION HOMEOWNERS ASSOCIATION
05N	01W	31	NE	NW		IRRIGATION	40/320	WILLOWBROOK DEVELOPMENT INC
05N	01W	31	NE	NW		IRRIGATION	40/920	DOLLIE MONTIERTH
05N	01W	31	NW	NW		IRRIGATION	40/320	MONUMENT RIDGE RANCH SUBDIVISION HOMEOWNERS ASSOCIATION
05N	01W	31	NW	NW		IRRIGATION	40/320	JACOBS CANAL CO
05N	01W	31	NW	NW		IRRIGATION	40/320	WILLOWBROOK DEVELOPMENT INC
05N	01W	31	NW	NW		IRRIGATION	40/920	DOLLIE MONTIERTH
05N	01W	31	SW	NW		IRRIGATION	40/320	MONUMENT RIDGE RANCH SUBDIVISION HOMEOWNERS ASSOCIATION
05N	01W	31	SW	NW		IRRIGATION	40/320	WILLOWBROOK DEVELOPMENT INC
05N	01W	31	SW	NW		IRRIGATION	40/920	DOLLIE MONTIERTH
05N	01W	31	SW	NW		IRRIGATION		JACOBS CANAL CO
05N	01W	31	SE	NW		IRRIGATION	40/320	MONUMENT RIDGE RANCH SUBDIVISION HOMEOWNERS ASSOCIATION
05N	01W	31	SE	NW		IRRIGATION	40/920	DOLLIE MONTIERTH
05N	01W	31	SE	NW		IRRIGATION	40/320	WILLOWBROOK DEVELOPMENT INC

Water Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Source	Name
63-7110	Claim	05N	01W	31	NW	NE		GROUND WATER	MONUMENT RIDGE RANCH SUBDIVISION HOMEOWNERS ASSOCIATION
63-7056B	Claim	05N	01W	31	NW	NE		GROUND WATER	EDWARD RAY MONTIERTH
63-8415	Claim	05N	01W	31	NW	NE		GROUND WATER	DOLLIE MONTIERTH
63-8415B	Claim	05N	01W	31	NW	NE		GROUND WATER	EDWARD RAY MONTIERTH
63-7110	Water Right	05N	01W	31	NW	NE		GROUND WATER	WILLOWBROOK DEVELOPMENT INC

17.50

17.50

17.50

70.40

32

18.01
Gout Lots

17.50

17.50

40

17.50

40

(102.20)

17.50

20

20

17.50

17.50

17.50

17.50

17.50

17.50

17.50

17.50

17.50

17.50

17.50

17.50

17.50

17.50

17.50

17.50

32

32

17.50

17.50

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 4146
WATER RIGHT NO. 63-07110

This is to certify that: **WILLOWBROOK DEVELOPMENT INC**
210 MURRAY
BOISE ID 83714

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	4.00 CFS	1440.0 AF

SOURCE

GROUNDWATER

Priority: 06/03/1968

LOCATION OF POINT(S) OF DIVERSION:

NWNE , Sec. 31, Township 05N, Range 01W
ADA County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
05N	01W	31	NENE 40	NWNE 40	SWNE 40	
			SENE 40	NENW 40	NWNW 40	
			SWNW 40	SENW 40		320
						Total number of acres irrigated: 320

CONDITIONS/REMARKS:

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands above.
3. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.
4. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

RECORDED

AUG 27 1993

TRANSFER NO. 4146
WATER RIGHT NO. 63-07110

CONDITIONS/REMARKS:

Dated this 5th day of August, 1993

J. Glen Saylor
Chief, Water Alloc. Bureau

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AUG 27 1993

RECEIVED

JUN 29 1993

Transfer No. 4146

Page 1 of 8

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Department of Water Resources

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant W. Howbrook Development Inc Phone 376-4665
Post Office address 210 Murray Boise Idaho 83724

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other Temporary change.
2. Describe the reason for the proposed changes 80 ACRES IN NW 1/4 NE TEMPORARILY OUT OF PRODUCTION FOR 1993 IRR SEASON. P/D LISTED ON ORIG LIC BELONGS TO SEPERATE PARTY AND USED ON OTHER ACRES THAN DESCRIBED ON LIC. PARTS A & B BOTH HAVE CHANGED P/D'S. ONE-YEAR CHANGE FOR FALLOW ACRE

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number 63-071108 Priority 6/3/1968 Amount (cfs/ac-ft) 4.0 Nature of Use IRR Period of Use 4/1 to 10/31
2. Total amount of water being transferred 4.0 cubic feet per second and/or 1440 acre-feet per annum.
3. Source of water GROUNDWATER tributary to _____
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	NE	31	5N	1W	ADA	PART A Permanent P/D (existing well)
		NE	NE	35	5N	2W	CANYON	PART B Temporary P/D

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
5N	2W	26				40									40				80
5N	1W	31			40	40	40	40	40	40									240

Total acres 80 320

PART 1

6. General Information:

a. Description of diversion system WELLS, PUMPS, SPRINKLERS

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

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

80 acres in N $\frac{1}{2}$ NE $\frac{1}{4}$ SEC 31, T5N R1W will not be irrigated during 1993.

Note: P/W in S1N1W SEC 31 is in ADA COUNTY.

d. Remarks:

TRANSFER SHALL REVERT BACK TO ORIGINAL P/W AT THE END OF THE 1993 IRRIGATION SEASON, & P/D CHANGE FOR PART A IN NEW SEC 35 (temporary) SHALL REMAIN IN EFFECT PERMANENTLY. SHALL BE ELIMINATED.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

Witness my hand this _____ day of _____, 19 _____

RECEIVED

AUG 27 1993

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

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
 in case of _____ vs. _____
 dated _____ in _____ county of _____
- b. License No. 63-07110 issued by the Idaho Department of Water Resources.
- c. Claim No. ~~163-07110~~ (SNRA) on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

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

☐ Tax Notice

☐ Warranty Deed

☐ Other _____

3. Source of water GROUND WATER tributary to _____

4. Date or priority 6/3/1968

5. Water is used for the following purpose:

amount 4.0 for IRRIG purposes from 4/1 to 10/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

6. Total amount of water under right 4.0 cubic feet per second and/or 1440 acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
<u>2</u>		<u>SW</u>	<u>NW</u>	<u>31</u>	<u>5N</u>	<u>1W</u>	<u>ADA</u>	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
<u>5N</u>	<u>1W</u>	<u>31</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>									<u>320</u>

Total acres 320

9. Describe any other water rights used for the same purpose as described above 63-08415 (permit to be amended to match transfer for acres in Sec 20 5N 2W)

- * 10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
NO If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

1. amount 1.0 for IRRIG purposes from 4/1 to 10/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
2. Point(s) of Diversion: AS ABOVE

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>5N</u>	<u>1W</u>	<u>31</u>	<u>40</u>	<u>40</u>															<u>80</u>

Total acres 80**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount 3.0 for IRRIG purposes from 4/1 to 10/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
2. Point(s) of Diversion: AS ABOVE

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>5N</u>	<u>1W</u>	<u>31</u>			<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>									<u>240</u>

Total acres 240

AUG 27 1998

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

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. (SRBA) A63-07110 on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

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

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Groundwater tributary to _____

4. Date or priority 6/3/1968

5. Water is used for the following purpose:

amount 4.0 for IRR purposes from 3/15 to 11/15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 4.0 cubic feet per second and/or 1440 acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
<u>2</u>	<u>NW</u>	<u>SW</u>	<u>NW</u>	<u>31</u>	<u>5N</u>	<u>1W</u>	<u>ADA</u>	
	<u>SW</u>	<u>NW</u>	<u>NE</u>	<u>31</u>	<u>5N</u>	<u>1W</u>	<u>ADA</u>	
	<u>NE</u>	<u>NW</u>	<u>SE</u>	<u>25</u>	<u>5N</u>	<u>2W</u>	<u>Canyon</u>	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
<u>5N</u>	<u>1W</u>	<u>31</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>									<u>320</u>

AUG 27 1993

Total acres 320

9. Describe any other water rights used for the same purpose as described above 63-08415

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

No

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

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

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

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

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

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

AUG 27 1993

Total acres _____

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

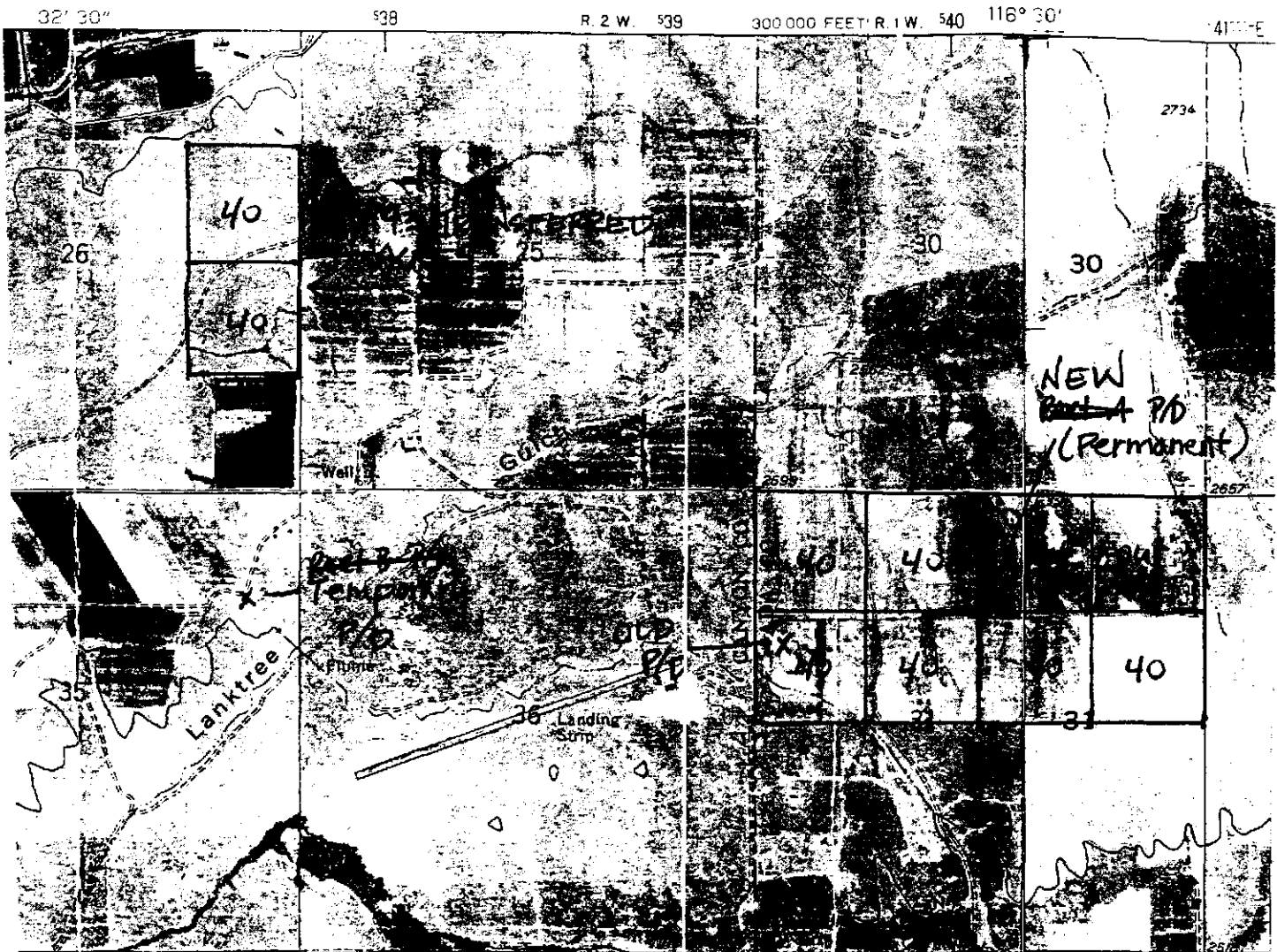
- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.

R2W RIW

DEPARTMENT OF

MIDDLETON QUADRANGLE
IDAHO
7.5-MINUTE SERIES (ORTHO PHOTOQUAD)

UNITED STATES
DEPARTMENT OF
GEOLOGICAL SURVEY



AUG 5 1993

SCALE: 2 inches equal 1 mile. Draw plan in ink.

PART 3**B. CHANGES IN NATURE OF USE** N/A

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

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Subscribed and sworn to before me this 29th day of April, 19 93.

William R. Paulson Jr.
(Signature of Applicant)

Loi Greaver
(Notary Public)

My commission expires 6/18/98

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 2 attachments

Received by 6 Date 4/29/93 Protest filed by _____

Prelim. check by CJ4 Fee \$50-W016192

Receipted by JY Date 4-29-93 W016192

Published in Press Tribune & Id Statesman Copies of protest forwarded by _____

Pub. dates May 19/26, 1993 Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☒ approval ☐ denial

_____ rec'd. _____ by Dns

Copy of transfer sent to lien holder _____

INDEXED

AUG 27 1993

State of Idaho
Department of Water Administration

LICENSE OF WATER RIGHT

License of Water Right No. 63-7110 Priority 6-3-68 Amount 4.0 c.f.s.

THIS IS TO CERTIFY, that BERNICE L. MORSE
of Caldwell, Idaho, has complied with the terms and conditions of Permit
No. 63-7110 issued pursuant to Application for Permit dated 6-3-68,
and has submitted proof to the Department of Water Administration on 8-11-70,
that he has applied water to a beneficial use; an examination by the Department indicates that the
works have a capacity of 4.0 c.f.s., and that the water has in fact been applied to a
beneficial use; a right to the use of water from a ground-water source
tributary of _____, is hereby confirmed in the following amounts:

Amount 4.0 c.f.s. for Irrigation from April 1 to Oct. 31 (both dates inclusive)

Amount _____ for _____ from _____ to _____ (both dates inclusive)

Amount _____ for _____ from _____ to _____ (both dates inclusive)

Subject, however, to the condition that no more than 4.0 c.f.s. of water be diverted at
any one time, said waters to be diverted within the _____

Lot 2 (SW 1/4 NW 1/4) Sec. 31, T. 5 N., R. 1 W., B.M.

in the county of Canyon; and that the amount of water so diverted and to which such
right is entitled and confirmed is for the purposes aforesaid and is limited to the amount which can
actually be beneficially used and shall not exceed 1440 acre feet per year or
4.5 acre feet per acre.

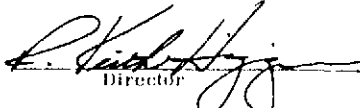
Description and location of place of use:

TWP.	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
5 N	1 W	31	40	40	40	40	40	40	40	40									320

Total number of acres irrigated 320

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands
or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 30th day of
September, 19 70.


Director

APPLICATION FOR AMENDMENT

Permit No. 63-7110

Comes now Bernice L. Morse of (address) _____
1824 Cleveland, Caldwell, Idaho, and represents to the State Reclamation
 Engineer of the State of Idaho;

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 63-7110, and requests that the permit and permit map be changed as follows:

1. Point of diversion: SW 1/4 NW 1/4, Sec. 531, T. 15N,
R. 1 W, B.M. Other points of diversion _____

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

mo. - day mo. - day

For _____ purposes from _____ to _____ (both dates incl.)

For _____ purposes from _____ to _____ (both dates incl.)

For _____ purposes from _____ to _____ (both dates incl.)

For _____ purposes from _____ to _____ (both dates incl.)

3. Place of use or land to be irrigated:

[illegible]

Total number of acres to be irrigated

63-7110

TOWNSHIP 5 NORTH, RANGE 1 WEST, B.M.

Sec. 31

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

Bernice M. Mose
(signature)

I, R. KEITH HIGGINSON, State Reclamation Engineer of the State of Idaho, hereby approve the above application for amendment for permit No. 63-7110.


State Reclamation Engineer

Identification No. 63-7110
Application No. 42564

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho

1. Name of applicant Bernice L. Morse
post office address 1824 Cleveland, Caldwell, Idaho 83605
2. Source of water supply well which is a tributary of _____
3. a. Location of point of diversion is Lot 1 NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 31 Township 5 N
Range 1 W B.M. Canyon County; additional points of diversion if any: _____

- b. If water is not consumed, it will be discharged into repumped at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M.
4. Quantity to be appropriated:
a. 6.4 cubic feet per second and/or
b. _____ acre feet per annum will be stored.
5. Water will be used for the following purposes:
irrigation purpose from April 1 to October 31 (both dates inclusive)
_____ purpose from _____ to _____ (both dates inclusive)
_____ purpose from _____ to _____ (both dates inclusive)
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. pump, motor, sprinkler system

- b. Height of storage dam _____ feet; active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet; materials used in storage dam: _____

- c. Proposed well diameter is 14 inches; proposed depth of well is 450 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 5 years.
b. Estimated construction cost is \$ 6,300.
8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M.
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water _____.
(5) If water is to be used for other purposes describe: _____

63-7110

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

TWP.	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
5 N	1 W	31	40	40	40	40	40	40	40	40									320

Total number of acres to be irrigated 320

c. Describe any other water rights used for the same purposes none

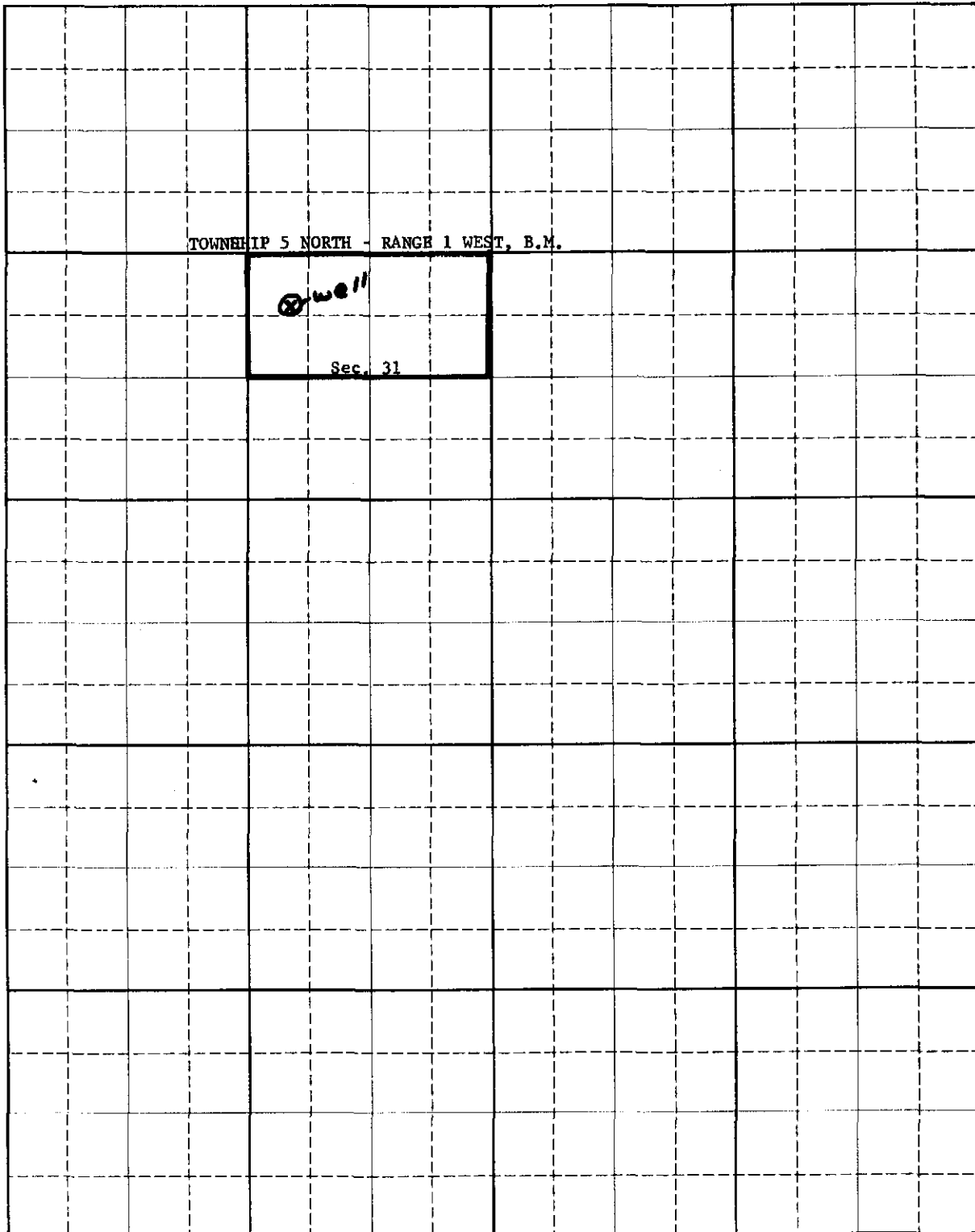
9. a. Who owns the property at the point of diversion U.S. Public Land

b. Who owns the land to be irrigated or place of use U. S. Public Land

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing applicant has this land under desert land application I-1343
see attached letter from Idaho Land Office requesting this waterpermit

10. Remarks

11. Map of proposed project:



Scale: 2 inches equal 1 mile

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.

BERNICE L. MORSE

BY: [Signature]
(Applicant)

63-7110

Received by if Date 6/3/68 Time 9:00 am
Preliminary check by if Fee \$ 51.00
Received by if Date 6/4/68
Publication prepared by if Date 6-6-68
Published in News-Tribune
Publication dates 6-13-68 to 6-14-68
Publication approved if Date 6-14-68
Priority reduced to _____ Reason _____

Protests filed by: None

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by if

ACTION OF STATE RECLAMATION ENGINEER

APPROVED

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 63-7110, 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 July 1, 19 73.
- c. Other: The applicant shall permanently install a measuring device of a type approved by the department as part of the diverting works.

2. Denial of said application is for the following reasons: _____

Witness my hand this 23 day of July, 19 68.

R. Kirk Higgins
State Reclamation Engineer

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF EXAMINER

Permit No. 63-7110

This proof is for Beneficial Use In Water District No. _____

1. Name of applicant Bernice L. Morse, 1824 Cleveland, Caldwell, Idaho, 83605
2. Source of water supply: ground water
3. Location of point of diversion: Is in the SW1/4 NW1/4 (within L. #2) of Section 31
T. 5 N. R. 1 W. County of Canyon
4. Describe works as they exist, giving dimensions and capacities of same: _____

well 595' deep 16" casing, 200 HP motor 16 lateral lines - 4 gpm nozzels =
132 gpm/line 200 HP Newmen Motor Ser# 45022 1775 RPM
230 Volts ALPAMPA Pump Winthrop No Data Plate

*NOTE

5. Water is used for: irrigation
6. State whether or not water has been turned into works of diversion: Yes
7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

Section 31, T. 5 N., R. 1 W. NE1/4 NW1/4 320 acres
320 TOTAL

Water is pumped into a settling pond then into another
pump for sprinkler irrigation. Sprinkle Pump is a Newmen
150 HP 220/440 Volt 1800 RPM Ser# 45022

4 CFS measured with McCombs
meter

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach? _____

Remarks: _____

*NOTE: MEASURING DEVICE IS REQUIRED

Metroflex flow meter installed
irrigation requirement this area 4.5 AC FT/AC

(4.5)(320) = 1440 AC FT/Sec
(4)(2)(20) = 1680

Average from BSCS Photo - no copy available

This examination was made on the 23 day of Sept, 1970

(Signed) Jin + Fred Examiner.

63-7110

ASCS: CALDWELL
SCS: CALDWELL

Permit No. 63-7110

Examination for E/U Bernice L. Morse

County Canyon

Sec. 31 T 5N R. 1W

Quantity:

(permit) 6.4 cfs (proof) 4.7 cfs

Source:

ground water

P.D.:

SWANW*

Use:

irrigation

Extension:

Protest:

Completion of Works:

Other Rights:

Filed: June 3, 1968

Made: August 11, 1970

Due: July 1, 1973

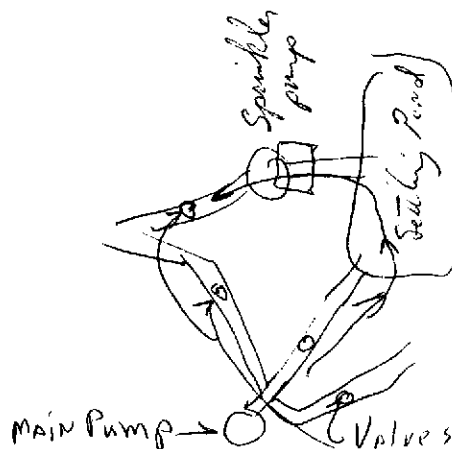
Priority: June 3, 1968

INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
4. If any unusual conditions are discovered, make plain statement of them under remarks.
5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.
6. Give general characteristics of soils, topography, and crops raised.

2.2
4
1.8

2.2
2.4
6.6



7
C
A

40	40	40	40
40	40	40	40

(31)

measured 4.0 CFS
 recommended 4.0 CFS
 Volume 1440 ACPH/ERA
 Acreage
 Found 320
 recommended 320
 Subdiv. 5
 Amendments
☒ None
☐ P. D.
☐ Place of use
☐

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF EXAMINER

PERMIT NO 63-7110

REPORT ON PROOF OF E/U Bernice L. Morse

200/10
3-1-62
200/10

63-7110



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region. 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

November 27, 1995

RE: Claims to Water Rights

Willowbrook Development Inc.
ATTN: Richard Phillips
210 Murray St.
Boise, ID 83714

*no response -
KW 1/5/98*

Dear Mr. Phillips:

Enclosed is a response to your request for search for water rights on the properties you have purchased under the warranty deeds you submitted on September 25, 1995.

In a review of the warranty deeds, I found that we do not have a deed that covers the land in the E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 28, Twp. 5N, Rge. 1W. This land has been claimed under No. A63-07131 in the SRBA (Snake River Basin Adjudication), and we cannot change the ownership of this property to Willowbrook Development unless you can provide proof of ownership. If you do not own this 20 acres we will have to split Claim A63-07131 into A63-07131A (Hills-Dale) and A63-07131B (Willowbrook) to show the different owners. I have included a copy of the Hillsdale plat that you submitted with the lands identified in your warranty deed, under Parcels I and II, marked for your information. Please let me know how to proceed in regard to this matter.

I have also platted the lands identified in your deeds from Martin and Montierth, et al., and conducted a search of any water rights that may be appurtenant to the properties. I have enclosed Notice of Change of Water Right Ownership forms which will allow us to update the ownership of the properties on the claims submitted in the SRBA. I had to request copies of the deeds on the property you purchased from Martins, back to 1977, to make sure that we had enough information to document our files to complete the ownership change. (Claim A63-08415 was filed by Montierth, et al, but a portion of this land was sold to you by the Martins.)

I also have a question in regard to a domestic well located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 25, Twp. 5N, Rge. 2W. This claim is currently in the names of Vanderwey and Norwest Agricultural Credit, Inc. Should this claim also be in the name of Willowbrook? I platted out the metes & bounds description on our computer but cannot tell if you purchased this well and home.

I am sorry it has taken me so long to research the properties and reply to you. Hopefully I have found all the rights involved and the enclosed ownership change forms will complete the name changes required. I have included profile reports of each of the rights that are appurtenant to the lands in question.

If you have any questions in regard to any of these claims, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Kay Walker". The signature is written in dark ink and is positioned above the printed name.

KAY WALKER
Sr. Water Resource Agent
Adjudication Bureau

KW:k
Enclosures

State of Idaho
Department of Water Administration

LICENSE OF WATER RIGHT

License of Water Right No. 63-7110 Priority 6-3-68 Amount 4.0 c.f.s.

THIS IS TO CERTIFY, that BERNICE L. MORSE
of Caldwell, Idaho, has complied with the terms and conditions of Permit
No. 62-7110 issued pursuant to Application for Permit dated 6-3-68
and has presented proof to the Department of Water Administration on 8-11-70
that he has applied water to a beneficial use, an examination by the Department indicates that the
works have a capacity of 4.0 c.f.s. and that the water has in fact been applied to a
beneficial use, a right to the use of water from a ground-water source
tributary to _____ is hereby confirmed in the following amounts:
Amount 4.0 c.f.s. for Irrigation from April 1 to Oct. 31 (both dates inclusive)
Amount _____ for _____ from _____ to _____ (both dates inclusive)
Amount _____ for _____ from _____ to _____ (both dates inclusive)
Subject, however, to the condition that no more than 4.0 c.f.s. of water be diverted at
any one time, said waters to be diverted within the _____
Lot 2 (SW¹/4 SW¹/4) Sec. 31, T. 5 N., R. 1 W., B.M.
in the county of Canyon; and that the amount of water so diverted and to which such
right is established and confirmed is for the purposes aforesaid and is limited to the amount which can
actually be beneficially used and shall not exceed 1140 acre feet per year or
4.5 acre feet per acre.

Description and location of place of use:

TWP	RANGE	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
5 N	1 W	31	10	10	10	10	10	10	10	10									320

Total number of acres irrigated 320

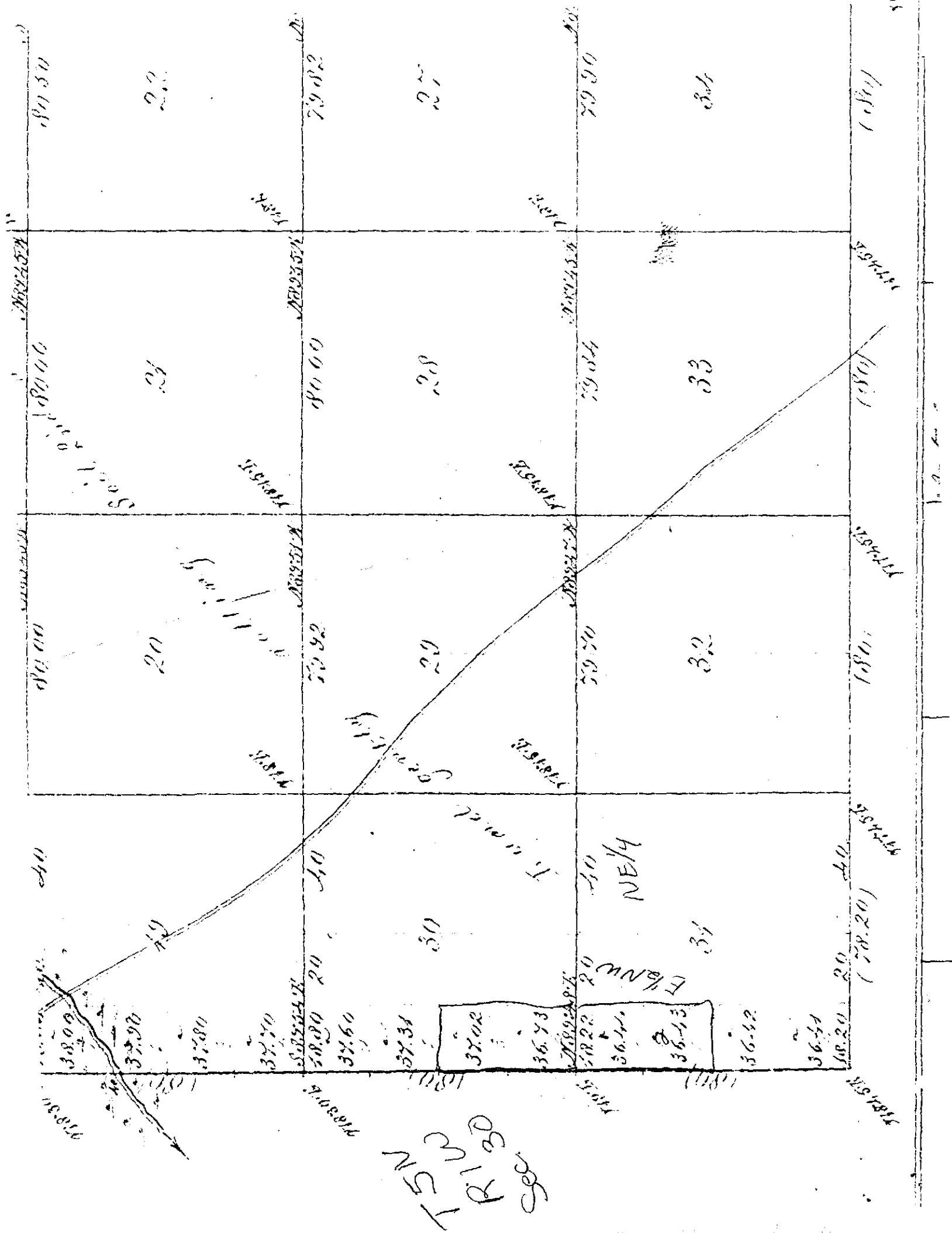
The right to the use of the water hereby confirmed is restricted and appurtenant to the lands
or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, at Boise, Idaho, this 30th day of
September, 1970.

[Signature]
Director

63-7110

63-7110



Page 1 of 8

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 4146

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant W. Howbrook Development Inc Phone 376-4665
Post Office address 210 Murray Boise Idaho 83724

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other Temporary change
2. Describe the reason for the proposed changes 80 ACRES IN N 1/2 NE TEMPORARILY OUT OF PRODUCTION FOR 1993 IRR SEASON. P/D LISTED ON ORIG LIC BELONGS TO SEPERATE PARTY AND USED ON OTHER ACRES THAN DESCRIBED ON LIC. PARTS A & B BOTH HAVE CHANGED P/D'S. ONE-YEAR CHANGE FOR FALLOW ACRES

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number 63-071108 Priority 6/3/1968 Amount (cfs/ac-ft) 4.0 Nature of Use IRR Period of Use 4/1 to 10/31
2. Total amount of water being transferred 4.0 cubic feet per second and/or 1440 acre-feet per annum.
3. Source of water GROUNDWATER tributary to _____
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	NE	31	5N	1W	ADA	PART A Permanent P/D (existing)
		NE	NE	35	5N	2W	CANYON	PART B Temporary P/D Wells

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
ANY ON IDA	5N	2W	26			40									40				80
	5N	1W	31		40	40	40	40	40	40									240

Total acres 80 320

PART 1

6. General Information:

a. Description of diversion system WELLS, PUMPS, SPRINKLERS

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

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
80 acres in NW2NE1/4 SEC 31, T5N R1W will not be irrigated during 1993.

Note: P/W in 5N1W Sec 31 is in ADA COUNTY.

d. Remarks:
TRANSFER SHALL REVERT BACK TO ORIGINAL P/W AT THE END OF THE 1993 IRRIGATION SEASON, & P/D CHANGE FOR PART A IN NENE SEC 35 (temporary) SHALL REMAIN IN EFFECT PERMANENTLY. SHALL BE ELIMINATED.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
 And said application is hereby _____, subject to the following limitations and conditions:

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

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

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
 in case of _____ vs. _____
 dated _____ in _____ county of _____
- b. License No. 63-07110 issued by the Idaho Department of Water Resources.
- c. Claim No. 63-07110 (SNEBA) on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

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

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water GROUND WATER tributary to _____

4. Date or priority 6/3/1968

5. Water is used for the following purpose:

amount 4.0 for IRRIG purposes from 4/1 to 10/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

6. Total amount of water under right 4.0 cubic feet per second and/or 1440 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
<u>2</u>		<u>SW</u>	<u>NW</u>	<u>31</u>	<u>5N</u>	<u>1W</u>	<u>ADA</u>	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>5N</u>	<u>1W</u>	<u>31</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>									<u>320</u>

Total acres 320

9. Describe any other water rights used for the same purpose as described above 63-08415 (permit to be amended to match transfer for acres in sec 26 5N 2W)

- * 10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
NO If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

1. amount 1.0 for IRRIG purposes from 4/1 to 10/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion: AS ABOVE

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>5N</u>	<u>1W</u>	<u>31</u>	<u>40</u>	<u>40</u>															<u>80</u>

Total acres 80**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount 3.0 for IRRIG purposes from 4/1 to 10/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion: AS ABOVE

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>5N</u>	<u>1W</u>	<u>31</u>			<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>									<u>240</u>

Total acres 240

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

PART 2
(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED
1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. (SRBA) A63-07110 on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

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

☒ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Groundwater tributary to _____

4. Date or priority 6/3/1968
5. Water is used for the following purpose:

amount 4.0 for IRR purposes from 3/15 to 11/15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 4.0 cubic feet per second and/or 1440 acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
<u>2</u>	<u>NW</u>	<u>SW</u>	<u>NW</u>	<u>31</u>	<u>5N</u>	<u>1W</u>	<u>ADA</u>	
	<u>SW</u>	<u>NW</u>	<u>NE</u>	<u>31</u>	<u>5N</u>	<u>1W</u>	<u>ADA</u>	
	<u>NE</u>	<u>NW</u>	<u>SE</u>	<u>25</u>	<u>5N</u>	<u>2W</u>	<u>Canyon</u>	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
<u>5N</u>	<u>1W</u>	<u>31</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>									<u>320</u>

Total acres 320

9. Describe any other water rights used for the same purpose as described above 63-08415

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

No

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

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

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

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

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

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

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

1992 JAN 1 1993

UNITED STATES
DEPARTMENT OF
GEOLOGICAL SURVEY

40

26

40

25

30

30

NEW

2734

2657

40

40

40

40

40

35

Lanktree

CANYON

36

Landing

25

SCALE: 2 inches equal 1 mile. Draw plan in ink.

PART 3**B. CHANGES IN NATURE OF USE** N/A

1	<u>New Nature of Use</u>	<u>Amount</u> (cfs/ac-ft)	<u>Hours/days/year</u>	<u>Period of Use</u>
				to _____
				to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Subscribed and sworn to before me this 29th day of April, 19 93.

Willbrook Development Inc. [Signature]
(Signature of Applicant)

Loi Brannen
(Notary Public)

My commission expires 6/18/98

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 2 attachments

Received by [Signature] Date 4/29/93 Protest filed by _____

Prelim. check by [Signature] Fee \$50-W016192

Receipted by [Signature] Date 4-29-93 W016192

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

IDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM/ID: 63-07116

Date: 9-17-01

	TNS	RNG	SEC	NE				NW				SW				SE				Sum
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Claim	5N	1W	31	40	40	40	40	40	40	40	40									320
GIS				41	41	41	41	41	37	37	41									320
Claim																				
GIS																				
Claim																				
GIS																				
Claim																				
GIS																				

Number of POD's 1

Total Claimed Acres: 320

Total GIS Acres: 320

Overlapping POU Claim #'s:

COMMENTS:

split claim ? see transfers
