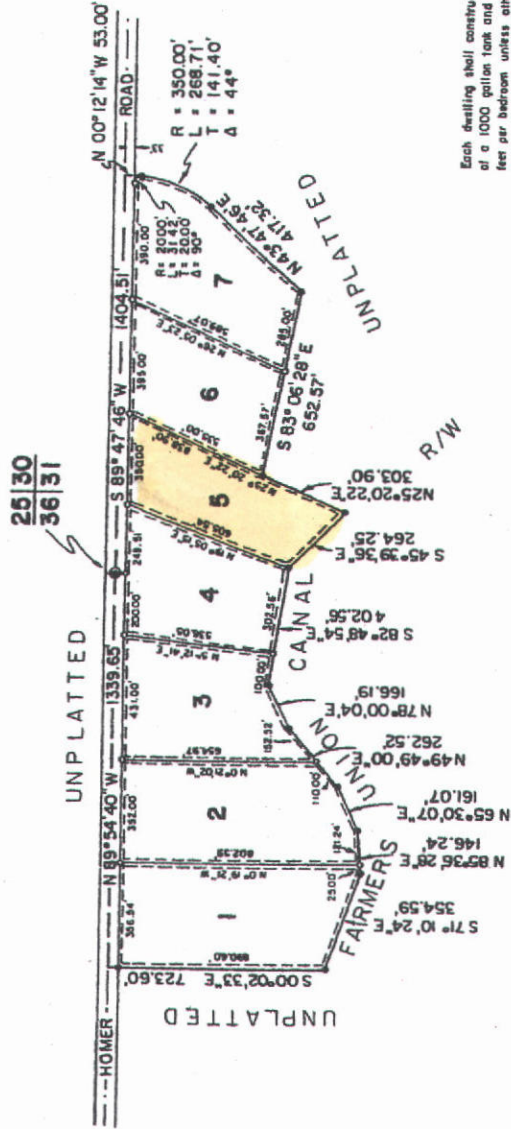


HEATHER HAVEN ESTATES BLOCK 3

A PORTION OF THE NE 1/4 OF SEC. 36, T.5N., R.1W. B.M.
AND THE NW 1/4 OF SEC. 31, T.5N., R.1E. B.M.
ADA COUNTY, IDAHO
1973



LEGEND

- POINT OF BEGINNING
- 5/8" x 30" Steel Pin
- 1/2" x 24" Steel Pin
- 2 LOT NUMBER
- == 10' UTILITY EASEMENT

This plat is included solely for the purpose of
assembling and locating said premises and the
Company assumes no liability for variations, if
any, in dimensions and locating ascertained by
actual survey.



Each dwelling shall construct a septic system consisting
of a 1000 gallon tank and a drain field of 300 square
feet per bedroom unless otherwise approved by the
Department of Health.

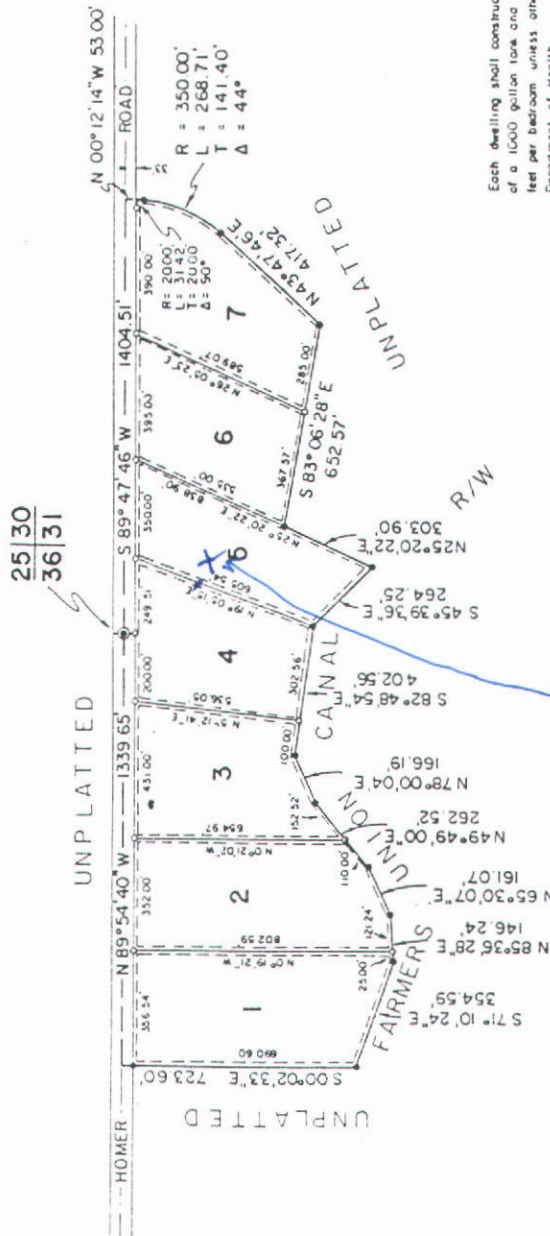
ALLRED & DUNN ENGINEERS
11530 Wildrose Court
Boise, Idaho

HEATHER HAVEN ESTATES BLOCK 3

A PORTION OF THE NE $\frac{1}{4}$ OF SEC. 36, T.5N., R.1W. B.M.
AND THE NW $\frac{1}{4}$ OF SEC. 31, T.5N., R.1E. B.M.
ADA COUNTY, IDAHO
1973



This map is a photographic reproduction of that on file in the office of the surveyor. The company assumes no liability for variation, if any, with another or re-survey.



Each dwelling shall construct a septic system consisting of a 1000 gallon tank and a drain field of 500 square feet per bedroom unless otherwise approved by the Department of Health.

LEGEND

- POINT OF BEGINNING
- 5/8" x 30" Steel Pin
- 1/2" x 24" Steel Pin
- 2 LOT NUMBER
- == 10' UTILITY EASEMENT

WELL IS 77 FEET EAST OF WEST PROPERTY LINE
AND 235 FEET FROM SOUTH OF NORTH PROPERTY LINE
(APPROXIMATELY AT "X")

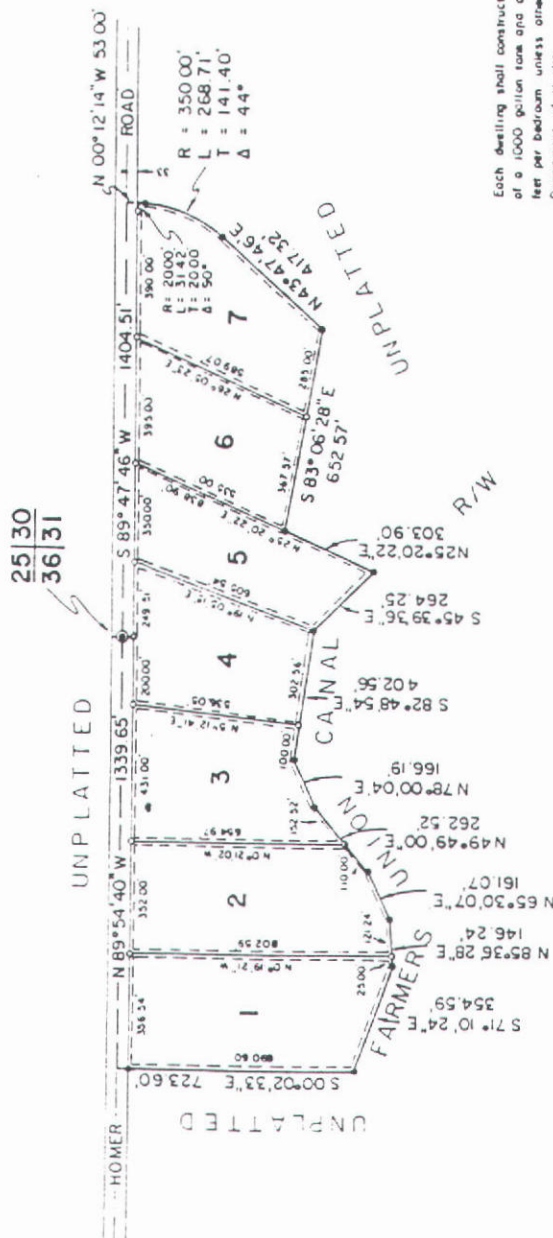
ALLRED & DUNN ENGINEERS
11530 Wildrose Court
Boise, Idaho

HEATHER HAVEN ESTATES BLOCK 3

A PORTION OF THE NE $\frac{1}{4}$ OF SEC. 36, T.5N., R.1W. B.M.
AND THE NW $\frac{1}{4}$ OF SEC. 31, T.5N., R.1E. B.M.
ADA COUNTY, IDAHO
1973



This map is a photostatic reproduction of that on file in the office of the Surveyor's Office. The company assumes no liability for variation, if any, with another or re-survey.

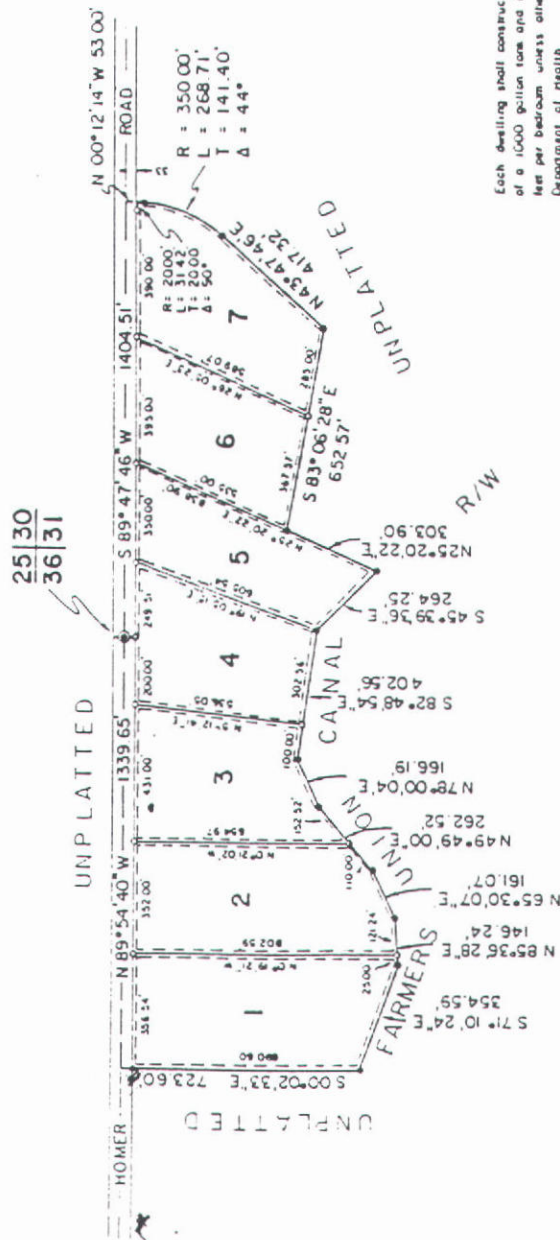


Each dwelling shall construct a septic system consisting of a 1000 gallon tank and a drain field of 300 square feet per bedroom unless otherwise approved by the Department of Health.

ALLRED & DUNN ENGINEERS
11530 Wildrose Court
Boise, Idaho

A PORTION OF THE NE $\frac{1}{4}$ OF SEC. 36, T.5N., R.1W. B.M.
AND THE NW $\frac{1}{4}$ OF SEC. 31, T.5N., R.1E. B.M.
ADA COUNTY, IDAHO
1973

What the court is asking is a mechanistic reproduction of that on which the court in *Shelton* relied. The court's or surveyor's silence, the court says, is not evidence of no liability for variation, if any, with another or re-survey.



Each dwelling shall construct a septic system consisting of a 1000 gallon tank and a drain field of 300 square feet per bedroom unless otherwise required by the Department of Health.

ALLRED & DUNN ENGINEERS
11530 Wildrose Court
Boise, Idaho

LEGEND

- | • | POINT OF BEGINNING |
|-----|----------------------|
| • | 5'8" x 30" Steel Pin |
| • | 1/2" x 24" Steel Pin |
| 2 | LOT NUMBER |
| --- | 10' UTILITY EASEMENT |

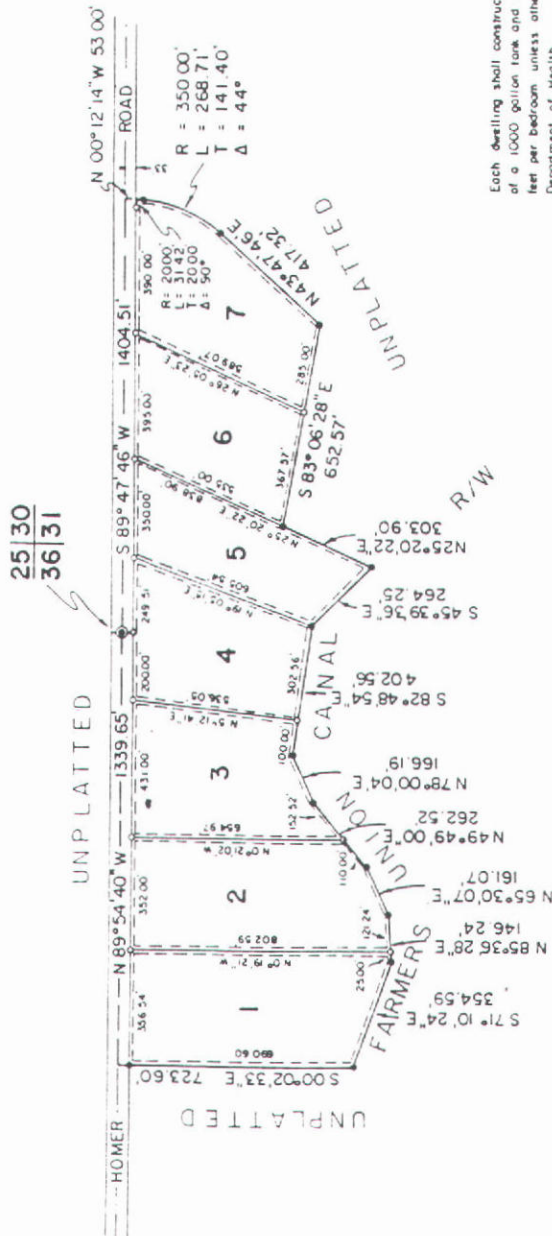
EXHIBIT C

HEATHER HAVEN ESTATES BLOCK 3

A PORTION OF THE NE $\frac{1}{4}$ OF SEC. 36, T.5N., R.1W. B.M.
AND THE NW $\frac{1}{4}$ OF SEC. 31, T.5N., R.1E. B.M.
ADA COUNTY, IDAHO
1973



This map is a photographic reproduction of that on
the original plat of surveyor's office, the
company assumes no liability for variation, if any, with
another or re-survey.



LEGEND

- POINT OF BEGINNING
- 5/8" x 30" Steel Pin
- 1/2" x 24" Steel Pin
- 2 LOT NUMBER
- ==== 10' UTILITY EASEMENT

Each dwelling shall construct a septic system consisting
of a 1000 gallon tank and a drain field of 500 square
feet per bedroom unless otherwise approved by the
Department of Health.

ALLRED & DUNN ENGINEERS
11530 Wildrose Court
Boise, Idaho

ADJUDICATION CLAIMS SPLIT TREE FOR 63-9103

**RIGHTS HAVE BEEN
SPLIT AND ARE NO
LONGER ACTIVE
(parent rights)**

63-9103
Leonard Hayden
1.86 cfs / 787.5 afa
175 ACRES TOTAL
Sec 11 SESE - 25
Sec 12 NWSW - 9
Sec 12 SWSW - 31
Sec 12 SESW - 10
Sec 13 NENW- 1
Sec 13 SWNW- 6
Sec 14 NENE- 15
Sec 14 SWNE- 39
Sec 14 SENE- 39

63-9103A
Leonard Hayden
1.66 cfs / 697.5 afa
155 ACRES TOTAL
Sec 11 SESE - 25
Sec 12 NWSW - 9
Sec 12 SWSW - 21
Sec 13 NENW- 1
Sec 13 SWNW- 6
Sec 14 NENE- 15
Sec 14 SWNE- 39
Sec 14 SENE- 39

63-9103B
Patrick & Joy Harris
0.05 cfs / 22.5 afa
5 ACRES TOTAL
MOVED TO
2N 2E S8
NWSW

63-9103C
Gary & Heather
Mingus
0.05 cfs / 22.5 afa
5 ACRES TOTAL
MOVED TO
5N 1E S31
NWNW - 2 acres
5N 1W S36
NENE - 3 acres

63-9103D
Steve Boschma
0.10 cfs / 34.2 afa
10 ACRES RETIRED
AND MOVED TO A
DAIRY IN
2N 1W S19
NESW & SESW

63-9103E
Leonard Hayden
1.19 cfs / 499.5 afa
111 ACRES TOTAL
Sec 12 NWSW - 9
Sec 12 SWSW - 2
Sec 13 NENW- 1
Sec 13 SWNW- 6
Sec 14 NENE- 15
Sec 14 SWNE- 39
Sec 14 SENE- 39

63-9103F
Toni and Ben
Choutchourrou
0.47 cfs / 198 afa
44 ACRES TOTAL
Sec 11 SESE - 25
Sec 12 SWSW - 19

63-32276
Leonard Hayden
0.13 cfs / 54 afa
12 ACRES TOTAL
Sec 12 NWSW - 9
Sec 12 SWSW - 2
Sec 13 NENW- 1

63-32277
Jerry and Pamela
Wilson
1.06 cfs / 445.5 afa
99 ACRES TOTAL
Sec 13 SWNW- 6
Sec 14 NENE- 15
Sec 14 SWNE- 39
Sec 14 SENE- 39

63-32279
Leonard Hayden
0.08 cfs / 33.75 afa
7.5 ACRES TOTAL
Sec 12 NWSW - 4.5
Sec 12 SWSW - 2
Sec 13 NENW- 1

63-32280
Leonard Hayden
0.05 cfs / 20.25 afa
4.5 ACRES TOTAL
Sec 12 NWSW - 4.5

should be
1.65 -
instead
of
1.66
but have
to go
w/ Transfer

Idaho Department of Water Resources

T05N, R01E,
S31

Claim No: 63-9103C

Prepared By: Kimberly Brown

Date: August 8, 2005



Place of Use



Section Lines

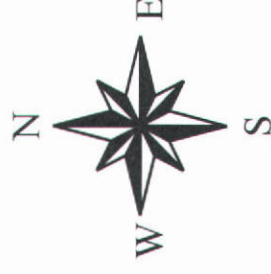


1/4 1/4



Point of Diversion

Acres Irrigated = 5.0



1987 NAPP



IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-9103C

WATER RIGHT NUMBER: 63-9103C ✓

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	LEONARD K HAYDEN ✓ RT 5 BOX 173A CALDWELL, ID 83605
Original Owner	LISA K GRAY ✓ 16975 STAR RD NAMPA, ID 83687 (208)465-1604
Original Owner	RONALD L ASCHE ✓ 3125 HOMER RD EAGLE, ID 83616 (208)939-1572
Original Owner	FRANCES C ASCHE ✓ 3125 HOMER EAGLE, ID 83616
Current Owner	LEE J WHITING ✓ 3125 W HOMER EAGLE, ID 83616
Current Owner	SYLVIE-ANNE B WHITING ✓ 3125 W HOMER EAGLE, ID 83616 (208)939-3565

Current Owner:
Heather & Gary Minges

Priority Date: 03/31/1977 ✓
Basis: License ✓
Status: Active

Source
GROUND WATER ✓

Tributary

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION ✓	03/15 to 11/15 ✓	0.050 CFS ✓	22.50 AF ✓
	<u>Total Diversion:</u>	0.050 CFS ✓	22.50 AF ✓

⊗ all 5 Acres are located in the NWNW, S31 only - there are no acres in the NENE, S36 (Transfer No. 5395 is incorrect for POU).

Location of Point(s) of Diversion

GROUND WATER

ADA County ✓

NW1/4NW1/4 ✓

Sec. 31, Twp 05N, Rge 01E, B.M. ✓

Govt. lot 1

Place of Use

IRRIGATION

different well than -31111 (see map)

Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
✓ 05N	01E	31																	2.0 ✓
✓ 05N	01W	36																	3.0 ✓

ADD 804 - Season of use is 3/1 to 11/15.

ADD J01 - Place of use is also known as lot 5, Blk 3, Heather Haven Estates.

OVER-

HEATHER HAVEN ESTATES BLOCK 3

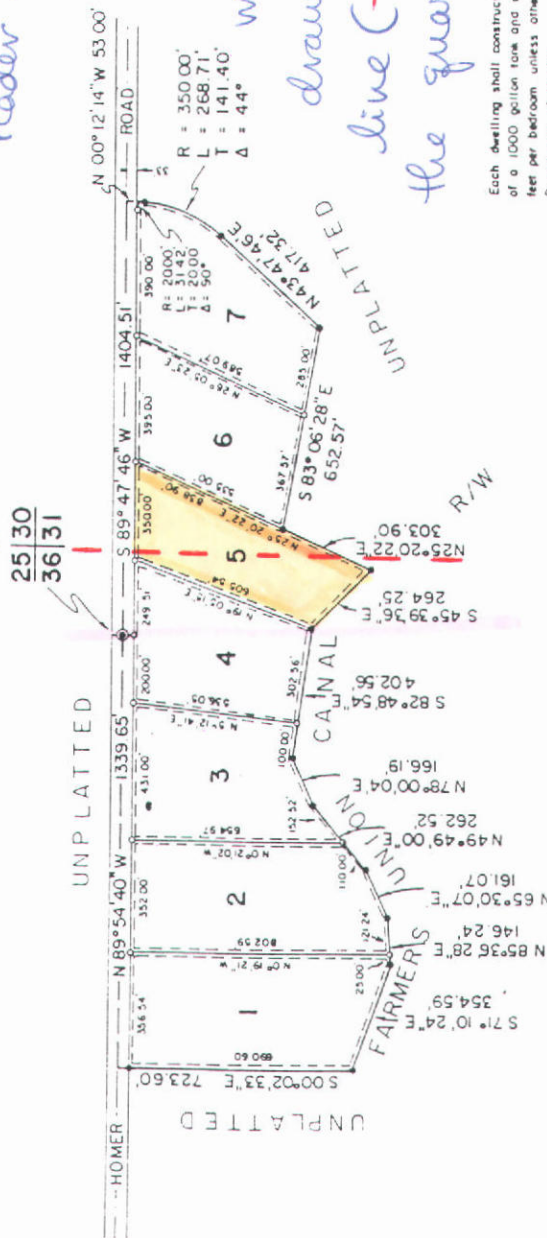
8/8/05

A PORTION OF THE NE 1/4 OF SEC. 36, T.5N., R.1W. B.M.
AND THE NW 1/4 OF SEC. 31, T.5N., R.1E. B.M.
ADA COUNTY, IDAHO
1973

This grid may have been the cause of the POI being inappropriately placed in the NENE, S36. The reader may have mistakenly placed the quarter line where I have drawn the red line (---), but the quarter line is actually located where I have drawn the pink line (---). -Kimberly

With this map is a photographic reproduction of that on the original plat. The engineer or surveyor's office, the company assumes no liability for variation, if any, with another or re-survey.

0 300 900 1200
FEET



Each dwelling shall construct a septic system consisting of a 1000 gallon tank and a drain field of 500 square feet per bedroom unless otherwise approved by the Department of Health.

actually located where I have drawn the pink line (---). -Kimberly

ALLRED & DUNN ENGINEERS
11530 Wildrose Court
Boise, Idaho

LEGEND

- POINT OF BEGINNING
- 5/8" x 30" Steel Pin
- 1/2" x 24" Steel Pin
- 2 LOT NUMBER
- == 10' UTILITY EASEMENT

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 63-9103C
Date Received: 7/1/1999
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

HEATHER L MINGUS
3125 W HOMER RD
EAGLE ID USA 83616

Phone: (208)939-0712

GARY K MINGUS
3125 W HOMER RD
EAGLE ID USA 83616

Phone: (208)939-0712

2. Date of Priority: 03/31/1977

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	01E	31	NW NW	ADA	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.05	22.5

7. Total Quantity Appropriated is:
0.05 C.F.S. and/or 22.5 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	01E	31	NW	NW	IRRIGATION	2
					Section Acres	2
05N	01W	36	NE	NE	IRRIGATION	3
					Section Acres	3
					Total Acres	5

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:

THIS CLAIM IS A PORTION OF TRANSFER 5395 APPROVED 7/1/99.

Ownership changed by DB 2/26/2004

PROPERTY IS ALSO KNOWN AS LOT 5, BLK 3, HEATHER HAVEN ESTATES.

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

The Director maintains jurisdiction of this transfer up to five (5) years for the purpose of determining potential injury to existing rights, both junior and senior, in the vicinity of the transferred point of diversion.

The Director retains jurisdiction of this right to require streamflow augmentation or other action determined to be appropriate to protect prior surface water or ground water rights. Such stream flow augmentation or other action will be required only upon a determination of need and applicability by the Director.

Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

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.

The total instantaneous diversion of water from all points of diversion under Transfer 5395 shall not exceed 0.20 cfs, nor a total combined annual volume of 79.2 af.

15. Basis of Claim: License

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

RECEIVED

FEB 17 2004

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

WATER RESOURCES
WESTERN REGION

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
63-31111					
63-09103C					

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) LEE J. + SYLVIE-ANNE B WHITING
3125 W. HOMER RD EAGLE ID 83616
4. New Owner/Claimant(s) GARY K. MINGOS HEATHER L. MINGOS
 Name Connector (Check one): ☐ and, ☒ or, ☐ and/or
- New Mailing Address 3125 W. HOMER RD
 City, State and ZIP Code EAGLE ID 83616
 New Telephone Number (208) 939-0712
5. Date you acquired the property 1/16/04

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) Deborah L. Mungin
(include title if applicable) _____

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 DB Date 2-17-04 Fee 0
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 01/16/04 04:45 PM
DEPUTY Kathy Ingraham
RECORDED-REQUEST OF
Stewart Title Company
AMOUNT 3.00

1

104005735

ST-03027616-LF/MA
380175 260C-535-8

CORPORATION DEED

FOR VALUE RECEIVED, BYME, Inc., d/b/a RE/MAX International Relocation Services, Inc. a corporation duly organized and existing under the laws of the State of Colorado grantor, does hereby Grant, Bargain, Sell and Convey unto GARY F. MINGUS AND HEATHER L. MINGUS, HUSBAND AND WIFE

grantee whose current address is 3125 W. HOMER ROAD, EAGLE, IDAHO 83616

the following described real estate, to-wit:

LOT 5 IN BLOCK 3 OF HEATHER HAVEN ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 32 OF PLATS AT PAGE 1947, RECORDS OF ADA COUNTY, IDAHO. ** THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT GRANTEE'S NAME.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that they are free from all incumbrances

and that it will warrant and defend the same from all lawful claims whatsoever.

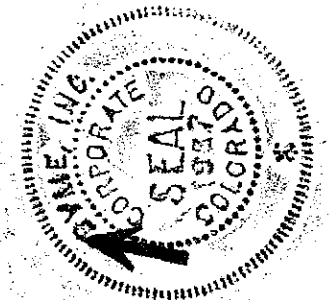
IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its _____ this
5th day of January, 2004.

BYME, Inc., d/b/a RE/MAX International Relocation Services, Inc.

By Nan Jespersen

Printed Name: Nan Jespersen

Title: Vice President



STATE OF COLORADO, COUNTY OF ARAPAHOE

On this 5th day of JANUARY, 2004, before me, a Notary Public in and for said State, personally appeared NAN JESPERSEN known to me to be the Vice-President of the corporation that executed this instrument or the

WARRANTY DEED

For Value Received

Lee J. Whiting and Sylvie-Anne B. Whiting, husband and wife

The grantor , do hereby grant, bargain, sell and convey unto
BYME, Inc., d/b/a RE/MAX International Relocation Services, Inc.

the grantee , whose current address is 8390 East Crescent Parkway, Suite 500, Greenwood Village, CO
80111

the following described premises, in Ada County, Idaho, to-wit:

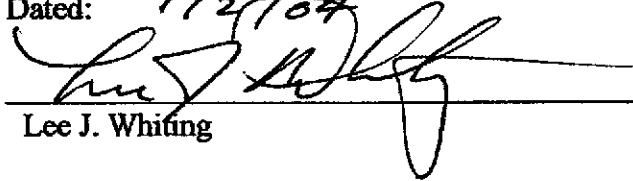
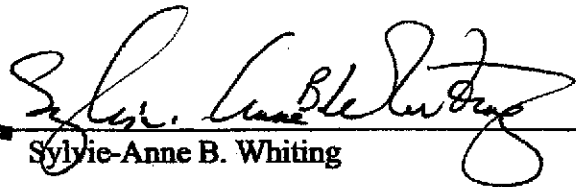
LOT 5 IN BLOCK 3 OF HEATHER HAVEN ESTATES, ACCORDING TO THE OFFICIAL PLAT
THEREOF, FILED IN BOOK 32 OF PLATS AT PAGE 1947, RECORDS OF ADA COUNTY, IDAHO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee ,
heirs and assigns forever. And the said Grantor do hereby covenant to and with
the said Grantee , that he the owner in fee simple of said premises; that they are free from all
incumbrances

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated:

11/2/04


Lee J. Whiting
Sylvie-Anne B. Whiting

STATE OF COLORADO, COUNTY OF ITKPI-NAME

On this 5th day of JANUARY, 2004, before me, a Notary Public in and for said State, personally appeared NAN TESPERSON known to me to be the Vice-President of the corporation that executed this instrument or the person who executed the instrument on 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.

Marilyn Jo Weiss
Notary Public

Printed Name: MARILYN JO WEISS

Residing at: _____

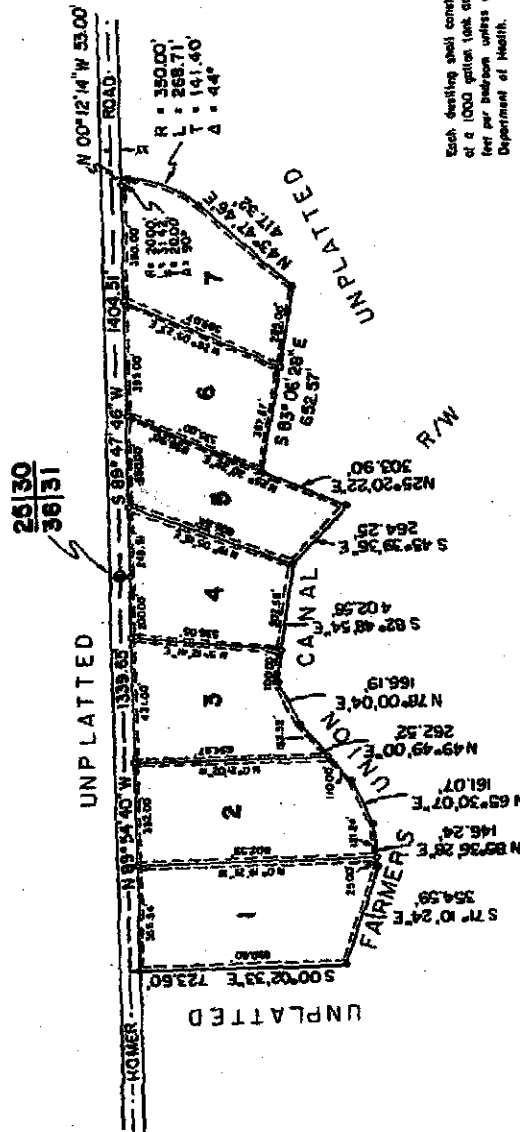
Commission Expires: 2/3/2007

Seal



HEATHER HAVEN ESTATES BLOCK 3

A PORTION OF THE NE $\frac{1}{4}$ OF SEC. 36, T.5N., R.1W. B.M.
AND THE NW $\frac{1}{4}$ OF SEC. 31, T.5N., R.1E. B.M.
ADA COUNTY, IDAHO
1973



LEGEND

- POINT OF BEGINNING
- 5/8" x 30" Steel Pin
- 1/2" x 24" Steel Pin
- 2 LOT NUMBER
- 10' UTILITY EASEMENT

ALLRED & DUNN ENGINEERS
11530 Wildrose Court
Boise, Idaho

This plat is included solely for the purpose of assisting and locating said premises and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.



Each dwelling shall construct a septic system consisting of a 1000 gallon tank and a drain field of 300 square feet per bedroom unless otherwise approved by the Department of Health.

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 63-9103C
Date Received: 7/1/1999
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

LEE J WHITING Phone: (208) 939-3565

3125 W HOMER
EAGLE ID USA 83616

SYLVIE-ANNE B WHITING Phone: (208) 939-3565

3125 W HOMER
EAGLE ID USA 83616

2. Date of Priority: 03/31/1977

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	01E	31	NW NW	ADA	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.05	22.5

7. Total Quantity Appropriated is:
0.05 C.F.S. and/or 22.5 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	01E	31	NW	NW	IRRIGATION	2
					Section Acres	2
05N	01W	36	NE	NE	IRRIGATION	3
					Section Acres	3
					Total Acres	5

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:

THIS CLAIM IS A PORTION OF TRANSFER 5395 APPROVED 7/1/99.

PROPERTY IS ALSO KNOWN AS LOT 5, BLK 3, HEATHER HAVEN ESTATES.

RIGHT HOLDER SHALL COMPLY WITH THE DRILLING PERMIT REQUIREMENTS OF SECTION 42-235, IDAHO CODE.

THE DIRECTOR RETAINS JURISDICTION OF THIS RIGHT TO REQUIRE STREAMFLOW AUGMENTATION OR OTHER ACTION DETERMINED TO BE APPROPRIATE TO PROTECT PRIOR SURFACE WATER OR GROUND WATER RIGHTS. SUCH STREAM FLOW AUGMENTATION OR OTHER ACTION WILL BE REQUIRED ONLY UPON A DETERMINATION OF NEED AND APPLICABILITY BY THE DIRECTOR.

THIS RIGHT WHEN COMBINED WITH ALL OTHER RIGHTS SHALL PROVIDE NO MORE THAN 0.02 CFS PER ACRE NOR MORE THAN 4.5 AFA PER ACRE AT THE FIELD HEADGATE FOR IRRIGATION OF THE LANDS ABOVE.

THE DIRECTOR MAINTAINS JURISDICTION OF THIS TRANSFER UP TO FIVE (5) YEARS FOR THE PURPOSE OF DETERMINING POTENTIAL INJURY TO EXISTING RIGHTS, BOTH JUNIOR AND SENIOR, IN THE VICINITY OF THE TRANSFERRED POINT OF DIVERSION.

FAILURE OF THE RIGHT HOLDER TO COMPLY WITH THE CONDITIONS OF THIS TRANSFER IS CAUSE FOR THE DIRECTOR TO RESCIND APPROVAL OF THE TRANSFER.

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.

THE TOTAL INSTANTANEOUS DIVERSION OF WATER FROM ALL POINTS OF DIVERSION UNDER TRANSFER 5395 SHALL NOT EXCEED 0.20 CFS, NOR A TOTAL COMBINED ANNUAL VOLUME OF 79.2 AF.

15. Basis of Claim: License

RECEIVED

JAN 05 2000

Department of Water Resources
39576**ORIGINAL**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

CIVIL CASE NUMBER:

Ident. Number 63-09103C

Date Received

Receipt Number

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

RECEIVED

JAN 07 2000

WATER RESOURCES
WESTERN REGION**NOTICE OF CLAIM****TO A****WATER RIGHT****ACQUIRED UNDER STATE LAW**

Send all correspondence to:

Scott L. Campbell or Angela D. Schaer
Elam & Burke, P.A.

PO Box 1539

Boise, ID 83701

(208) 343-5454

Please type or print clearly

1. Name of Claimant (s) Lee J. and Sylvie-Anne B. Whiting Phone (208) 939-3565Mailing Address 3125 W. Homer, Eagle, ID Zip 836162. Date of Priority (Only one (1) per claim) May 14, 19923. Source of water supply (a) groundwater

which is tributary to (b) _____

4. a. Location of existing point of diversion is: Township 5N Range 1E Section 31,
_____ 1/4 of NW 1/4 of NW 1/4, Govt. Lot, 5 B.M., County of AdaAdditional points of diversion if any: N/A

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. Steel-encased 6-inch diameter well,
approximately 190 feet in depth. See Attachment A.

6. Water is claimed for the following purposes:

(both dates are inclusive) (cfs) (acre feet)

For irrigation purposes from 1/1 to 12/31 amount .05 or

For purposes from to amount or

For purposes from to amount or

For purposes from to amount or

7. Total quantity claimed (a) .05 (cfs) and/or (b) (acre feet)

8. Total consumptive use claimed is acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.)

10. Description of place of use:

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

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
5N	1E	31					2												2
5N	1E	36	3																3

Total number of acres irrigated 5

11. In which county (ies) are lands listed above as place of use located? Ada

12. Do you own the property listed above as place of use? Yes ☒ No ☐
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. or None ()

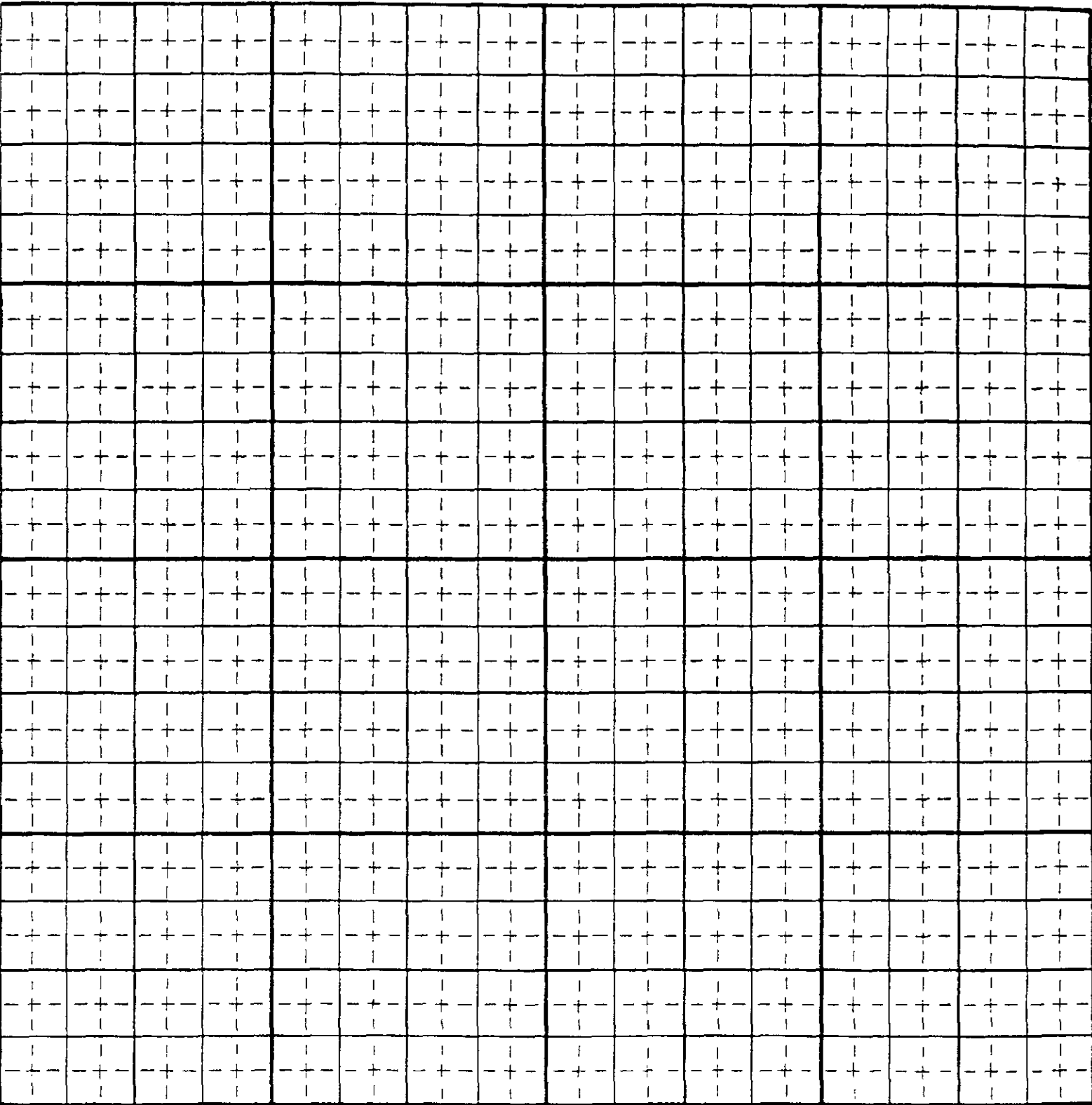
14. Remarks: The Whitings recently acquired the property which includes the place of use and point of diversion. The well drilling permit for this right was 63-92-C-00113-000, and the well driller's report is attached as Attachment A. This well was originally drilled for domestic purposes. The quantity under this right exceeds the typical domestic quantity by only .01 cfs. Further, the well driller's report contains an incorrect quarter quarter section description. It should be the NW 1/4 NW 1/4 instead of the SW 1/4 SW 1/4.

Last Name Whiting Ident No. 63-09103C

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

Scale: 2 inches equals 1 mile

See Attachment B.



15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice _____ License _____ Permit _____
Decree _____

If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

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 2

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true
and correct.

Signature of Claimant (s) [Signature] Date 12/16/1999

[Signature] Date 12/16/99

For Organizations: I do solemnly swear or affirm that I am _____

Title _____
of _____, that I have signed the foregoing
Organization

document in the space below as _____ of _____
Title Organization

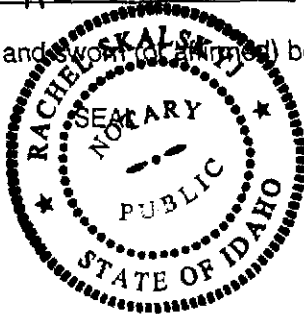
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 16th day of December 19 99



Notary Public Rachel Skalski

Residing at Boise Idaho

My Commission Expires 11-7-2003

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, Angela D. Schaer, Elam & Burke will be acting as attorney at law on behalf
of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above
should be mailed to me at the address listed below.

Signature Angela D. Schaer

Address PO Box 1539, Boise, ID 83701

Date January 4, 2000

Last Name Whiting Ident. Number 63-09103C

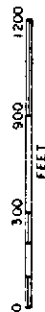
WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

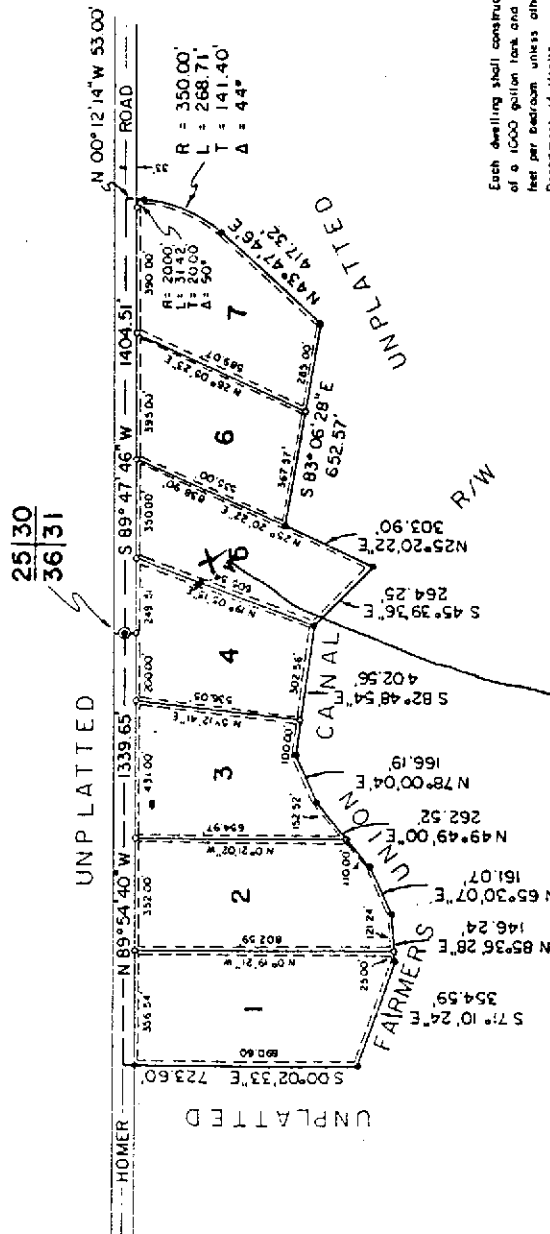
1. WELL OWNER Name: <u>Don H. Selby</u> Address: <u>4400 Homer Lane</u> <u>Dayton, OH 45424</u> Drilling Permit No. <u>6392-10-113</u> Water Right Permit No. _____	7. WATER LEVEL Static water level: <u>75</u> feet below land surface. Flowing? ☐ Yes ☒ No G.P.M. flow _____ Artesian closed-in pressure _____ p.s.i. Controlled by: ☐ Valve ☐ Cap ☐ Plug Temperature _____ °F Quantity _____ Describe artesian or temperature zones below: _____																																																																																								
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Well diameter increase ☐ Modification ☐ Abandoned (describe abandonment or modification procedures such as liners, screen, materials, plug depths, etc. in lithologic log, section D.)	8. WELL TEST DATA ☐ Pump ☐ Bailor ☒ Air ☐ Other _____ <table border="1"> <thead> <tr> <th>Discharge G.P.M.</th> <th>Pumping Level</th> <th>Hours Pumped</th> </tr> </thead> <tbody> <tr> <td><u>75</u></td> <td><u>85</u></td> <td><u>2</u></td> </tr> </tbody> </table>	Discharge G.P.M.	Pumping Level	Hours Pumped	<u>75</u>	<u>85</u>	<u>2</u>																																																																																		
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3. PROPOSED USE ☒ Domestic ☐ Irrigation ☐ Monitor ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection ☐ Other _____ (specify type)	9. LITHOLOGIC LOG <table border="1"> <thead> <tr> <th rowspan="2">Bore Diam.</th> <th colspan="2">Depth</th> <th rowspan="2">Material</th> <th colspan="2">Water</th> </tr> <tr> <th>From</th> <th>To</th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>9"</td> <td>0</td> <td>5</td> <td>top soil</td> <td></td> <td></td> </tr> <tr> <td>9"</td> <td>5</td> <td>15</td> <td></td> <td></td> <td></td> </tr> <tr> <td>9"</td> <td>15</td> <td>20</td> <td>Brown Sand</td> <td></td> <td></td> </tr> <tr> <td>6"</td> <td>20</td> <td>80</td> <td>"</td> <td></td> <td></td> </tr> <tr> <td>6"</td> <td>80</td> <td>95</td> <td>Brown Sand</td> <td></td> <td></td> </tr> <tr> <td>6"</td> <td>95</td> <td>105</td> <td>Sand & gravel</td> <td></td> <td></td> </tr> <tr> <td>6"</td> <td>105</td> <td>110</td> <td>Brown Sand</td> <td></td> <td></td> </tr> <tr> <td>6"</td> <td>110</td> <td>115</td> <td>Brown Clay</td> <td></td> <td></td> </tr> <tr> <td>6"</td> <td>115</td> <td>135</td> <td>Brown Sand</td> <td></td> <td></td> </tr> <tr> <td>6"</td> <td>135</td> <td>138</td> <td>Brown Clay</td> <td></td> <td></td> </tr> <tr> <td>6"</td> <td>138</td> <td>145</td> <td>Brown & white sand</td> <td></td> <td></td> </tr> <tr> <td>6"</td> <td>145</td> <td>147</td> <td>Brown Clay</td> <td></td> <td></td> </tr> <tr> <td>6"</td> <td>147</td> <td>160</td> <td>Brown & white sand</td> <td></td> <td></td> </tr> </tbody> </table>	Bore Diam.	Depth		Material	Water		From	To	Yes	No	9"	0	5	top soil			9"	5	15				9"	15	20	Brown Sand			6"	20	80	"			6"	80	95	Brown Sand			6"	95	105	Sand & gravel			6"	105	110	Brown Sand			6"	110	115	Brown Clay			6"	115	135	Brown Sand			6"	135	138	Brown Clay			6"	138	145	Brown & white sand			6"	145	147	Brown Clay			6"	147	160	Brown & white sand		
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4. METHOD DRILLED ☒ Rotary ☒ Air ☐ Auger ☐ Reverse rotary ☐ Cable ☐ Mud ☐ Other _____ (backhoe, hydraulic, etc.)	10. Work started <u>06/08/92</u> finished <u>06/10/92</u>																																																																																								
5. WELL CONSTRUCTION Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____ Thickness _____ Diameter _____ From _____ To _____ <u>250</u> inches <u>6</u> inches + <u>1</u> feet <u>149</u> feet _____ inches _____ inches _____ feet _____ feet _____ inches _____ inches _____ feet _____ feet Was casing drive shoe used? ☒ Yes ☐ No Was a packer or seal used? ☐ Yes ☒ No Perforated? ☐ Yes ☒ No How perforated? ☐ Factory ☐ Knife ☐ Torch ☐ Gun Size of perforation? _____ inches by _____ inches Number _____ From _____ To _____ _____ perforations _____ feet _____ feet _____ perforations _____ feet _____ feet _____ perforations _____ feet _____ feet Well screen installed? ☒ Yes ☐ No Manufacturer <u>John S. Co.</u> Type _____ Top Packer or Headpipe <u>145</u> Bottom of Tailpipe _____ Diameter <u>5</u> Slot size <u>30</u> Set from <u>150</u> feet to <u>160</u> feet Diameter _____ Slot size _____ Set from _____ feet to _____ feet Gravel packed? ☐ Yes ☒ No ☐ Size of gravel _____ Placed from _____ feet to _____ feet Surface seal depth <u>20</u> Material used in seal: ☐ Cement grout ☒ Bentonite ☐ Pudding clay ☐ _____ Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing ☒ Overbore to seal depth Method of joining casing: ☐ Threaded ☒ Welded ☐ Solvent Weld ☐ Cemented between strata Describe access port _____	11. DRILLER'S CERTIFICATION I/We certify that all minimum well construction standards were complied with at the time the rig was removed. Firm Name <u>S.D.S. Well Drilling</u> Firm No. <u>2122</u> Address <u>Meridian, ID</u> Date <u>06/19/92</u> Signed by Drilling Supervisor <u>[Signature]</u> and (Operator) <u>[Signature]</u> (If different than the Drilling Supervisor)																																																																																								
6. LOCATION OF WELL Sketch map location must agree with written location. Subdivision Name <u>Heather</u> <u>Haven</u> Lot No. <u>5</u> Block No. <u>3</u> County <u>Ada</u> Address of Well Site <u>3125 Homer Rd.</u> (give at least name of road) <u>SW 1/4 SW 1/4 Sec. 31</u> T. <u>5</u> N. ☒ or S. ☐ <u>R. 1</u> E. ☒ or W. ☐	USE ADDITIONAL SHEETS IF NECESSARY — FORWARD THE WHITE COPY TO THE DEPARTMENT																																																																																								

HEATHER HAVEN ESTATES BLOCK 3

A PORTION OF THE NE $\frac{1}{4}$ OF SEC. 36, T.5N., R.1W. B.M.
AND THE NW $\frac{1}{4}$ OF SEC. 31, T.5N., R.1E. B.M.
ADA COUNTY, IDAHO
1973



This map is a photographic reproduction of that on file in the office of the surveyor's office. The company assumes no liability for variation, if any, with another or re-survey.



Each dwelling shall construct a septic system consisting of a 1000 gallon tank and a drain field of 300 square feet per bedroom unless otherwise approved by the Department of Health

LEGEND

- POINT OF BEGINNING
- 5/8" x 30" Steel Pin
- 1/2" x 24" Steel Pin
- 2 LOT NUMBER
- == 10' UTILITY EASEMENT

WELL is 77 feet East of WEST PROPERTY LINE
AND 235 FEET SOUTHWEST SOUTH OF NORTH PROPERTY LINE
(APPROXIMATELY AT "X")

ALLRED & DUNN ENGINEERS
11530 Wildrose Court
Boise, Idaho

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

RECEIVED

SEP 09 1999

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

**WATER RESOURCES
WESTERN REGION**

1. Water Right No(s): 63-09103C
Adjudication Claim No(s): See attached

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

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

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim 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 Ronald and Frances C. Asche
3125 W. Homer, Eagle, ID 83616

4. New Owner/Claimant(s) Lee J. and Sylvie-Anne B. Whiting
Name Connector (Check one): [] and, [] or, [] and/or
New Mailing Address 3125 W. Homer
City, State and ZIP Code Eagle, ID 83616
New Telephone Number (208) 939-3565

5. Date you acquired the property September 3, 1999

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right <u>5</u>	Number and type of stock _____
Diversion rate in CFS <u>.05</u>	Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) ☒ Lee J. Whiting 9/2/99
or Claimant(s) ☒ Sylvie-Anne B. Whiting 9/2/99

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

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

**NOTICE OF CHANGE OF OWNERSHIP
WATER RIGHT NUMBER 63-09103C**

EXHIBIT A

An SRBA was filed for this water right before it was split. The original owner of water right number 63-09103 was Leonard K. Hayden. On July 1, 1999, the Idaho Department of Water Resources approved a transfer, including a four-way split of this water right. Leonard Hayden remains the owner of water right number 63-09103A, and at the current time, Lisa K. Gray is the owner of water right numbers 63-09103B, -09103C, and -09103D. A change of ownership form from Gray to the Asches is being filed concurrently with this Notice of Change of Ownership.

The Whitings have recently purchased the property to which water right number 63-09103C is appurtenant. A copy of the contract of sale is appended to this Notice of Change as Exhibit B. A plat of the property is appended as Exhibit C.



REALTOR®

REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS BEFORE SIGNING, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT.

ID# 32067DATE July 15, 1999

1. REAL ESTATE OFFICES:

Listing Agency REALTY ONE Professional PlusSelling Agency Thornton Oliver Keller-RES

MLS Office# _____

MLS Office# _____

Listing Agent Name Lois WolinSelling Agent Name GERMAN TARRANT

MLS Agent # _____

MLS Agent # _____

Phone #(office) 522-2700 (home) 939-2271Phone #(office) 344-5588 (home) 866-21612. BUYER AND LEGAL DESCRIPTION: Lee J. Whiting & Sylvie-Avne B. Whiting

(Hereafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as

"premises" commonly known as 3125 W. Hower City Eagle County Ada Idaho, Zip 83616legally described as: LOT 5 Blk 3. Heather Haven #33. TOTAL PURCHASE PRICE: Three Hundred Seventy Five Thousand + 00/100 DOLLARS, \$375,000. payable upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: (Note: A + C + D + E should add up to (or be equal to) total purchase price, except for 100% financing)

\$ 4000. A. EARNEST MONEY: BUYER hereby deposits four thousand + 00/100 DOLLARS as Earnest Moneyevidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other _____

and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall

be held by: ☐ Listing Broker ☒ Selling Broker ☐ other _____ for the benefit of the partieshereto, and TOR-RES (Broker) shall hold the completely executed Broker's copy of this Agreement. The responsible Broker shall be Steven HansenB. ALL CASH OFFER: ☐ YES ☒ NO If this is an all cash offer do not complete lines 25 through 47, fill blanks with N.A.C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☒ CONVEN ☐ IHFA☐ RD ☐ OTHER _____ FIRST LOAN of \$ 203,000 not including mortgage insurance,with interest not to exceed 7.5 % for a period of 30 year(s) at: ☒ fixed rate ☐ other _____BUYER shall pay no more than 6 point(s) plus origination fee if any. SELLER shall pay no more than 6 point(s). Anyreduction in points shall first accrue to the benefit of the ☒ BUYER ☐ SELLER ☐ Divided Equally. BUYER shall apply for suchloan within 3 business day(s) of SELLER's acceptance. Within 10 business days of final acceptance of all parties.

BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification,

debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received

by SELLERS within the strict time allotted, SELLERS may at their option cancel this agreement by notifying BUYERS in writing

of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or

BUYER's Earnest Money may be returned at BUYER's request.

FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be

obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money

deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by

the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value

of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of

proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised

valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure.

HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and

condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

D. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 5).☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing.

In GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference

between the approximate balances of the loans shown above, which are to be assumed or taken subject to, and the actual

balances of said loans at closing of escrow shall be adjusted in ☒ Cash ☐ Other _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.

BUYER's Initials (LSW) Date 7-15-99 SELLER's Initials (GT) Date 7-15-99

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and

is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

EXHIBIT B

PROPERTY ADDRESS: 3125 W. Hower Eagle ID 83616 ID#: 320675. ADDITIONAL TERMS AND/OR CONDITIONS: Sellers to provide any original well
Documentation to buyer. Buyer 7/15/99
STH6. OCCUPANCY: BUYER ☒ does ☐ does not intend to occupy property as BUYER'S primary residence.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. The following additional items are specifically:

A. INCLUDED IN THIS SALE: WOODSTOVE, ANY BUILT IN WORKBENCHES AND CABINETS IN
SHOP GARAGE + HORSE STALLS. Electric Fence and transformer. All irrigation
equipment And pool equipment.B. EXCLUDED IN THIS SALE: PIPE ARENA AND WASH STAND ALL OWNERS PERSONAL
PROPERTY.

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

10. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

11. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable). BUYER has reviewed C.C. & R.'s. ☐ Yes ☒ No ☐ N/A

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed

Homeowner's Association Documents: ☐ Yes ☒ No ☐ N/A Association fees/dues are \$ _____ per _____

13. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

14. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.

BUYER's Initials STH Date 7/15/99 SELLER's Initials STH Date 7/15/99

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PROPERTY ADDRESS: 3125 W. Homer Estate Dr #5616 ID#: 52067

15. **INSPECTION:** BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 7 business day(s) of acceptance complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER's own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER's acceptance of the condition of the property is a contingency of this Agreement.

BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 130 to 143.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 2 business day(s) in which to respond in writing.

3. If SELLER does not respond within the strict time period specified, BUYER shall have 2 business day(s) (after receipt of SELLER's response, or after the expiration of the time for SELLER to respond, whichever occurs first) to cancel this Agreement in writing.

4. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. **No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.**

16. **SELLER'S PROPERTY DISCLOSURE FORM:** If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☒ No ☐ N/A

17. **LEAD PAINT DISCLOSURE:** The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property. (c) That this contract is contingent upon my right to have the property tested for lead-based paint hazards to be completed no later than _____ or the contingency will terminate. (d) That

BUYER hereby ☐ waives ☐ does not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

18. **FINAL VERIFICATION OF CONDITION:** BUYER shall have the right to make a final inspection of the property approximately 2 day(s) prior to close of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by BUYER and SELLER, (b) SELLER has complied with SELLER's other obligations, and (c) the property is otherwise in substantially the same condition as on the date of acceptance of the offer, unless otherwise agreed in writing.

19. TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 2 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 2 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER's Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. **The risk assumed by the title company in the standard coverage lender's policy is limited to matters of public record.**

(C) **EXTENDED COVERAGE LENDER'S POLICY (Mortgage policy):** The lender will require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

(D) **EXTENDED COVERAGE OWNER'S POLICY:** A standard title policy does not cover certain potential problems or risks such as liens (i.e., a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. **This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.**

Extended Coverage Owner's Policy requested ☐ Yes ☒ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

(E) The parties agree that First American Title Company shall provide title policy and preliminary report of commitment.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.

BUYER's Initials EL Date 12/15/99 SELLER's Initials KL Date 12/15/99

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

BECKER'S COPY

PROPERTY ADDRESS: 5125 W. Homer Eagle, ID 83616 ID#: 32067

20. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay a maximum of \$ 1000 lender/appraiser required repair costs.

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee		X			Title Ins. Standard Coverage Owner's Policy		X		
Closing Escrow Fee			X		Title Ins. Extended Coverage Lender's Policy	X			
Attorney Contract/Document Preparation Fee/Cost				X	Title Ins. Extended Coverage Owner's Policy				X
Loan Document Preparation	X				Septic Inspection		X		
Flood Certification Fee	X				Septic Pumping		X		
Flood Tracking Fee	X				Survey				X
Loan Assumption Fee				X	Well Inspection	X			
Tax Service Fee	X				Appraisal Re-inspection Fee				X
					Private Inspection repairs to maximum of \$1000		X		

21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

23. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

24. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

25. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

27. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. The closing date shall be no later than August 13 1999

The parties agree that the "closing agency" for this transaction shall be FIRST AMERICAN (STATE STREET)

If a long-term escrow / collection is involved, then the long-term escrow holder shall be D/A

28. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____. "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of Closing. BUYER shall pay for fuel in tank, amount to be determined by the supplier at SELLER's expense.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages.

BUYER's Initials TH Date 7/15/99 SELLER's Initials LA Date 7-15-99

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

256
257 PROPERTY ADDRESS: 3125 W. Horner Eagle. ID 83616 ID#: 32067

258
259 29. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or
260 contingencies which must be satisfied prior to closing: Seller to provide to Buyer documentation that
261 adjudication of well located on property has been filed properly and
262 received for Buy proper authority.

263
264 30. REPRESENTATION CONFIRMATION:

265 In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ('agent' or 'nonagent' or 'limited dual agent'):

266 Listing broker acted as a(n) Non-Agent for the BUYER.

267 Selling broker acted as a(n) Agent for the BUYER.

268 In this transaction, the brokerage(s) involved has the following relationship(s) with the SELLER ('agent' or 'nonagent' or 'limited dual agent'):

269 Listing broker acted as a(n) Agent for the SELLER.

270 Selling broker acted as a(n) Non-Agent for the SELLER.

271 Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the
272 relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH
273 PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN
274 AGREEMENT FOR AGENCY REPRESENTATION.

275 31. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) 7-16-99 and (Time) 10:00 AM
276 If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

277 32. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

278 ☐ SEE ATTACHED BUYER'S ADDENDUM(S): (Specify number of BUYER addendum(s) attached.)

279 BUYER Signature [Signature]

279 BUYER Signature [Signature]

280 BUYER (Print Name) Lee J. Whiting

280 BUYER (Print Name) Sylvie-Anne B. Whiting

281 Date 7-15-99 Time 6:15pm Phone # 435-658-1552

281 Date 7-15-99 Time 6:15pm Phone # 435-658-1552

282 Address P.O. Box 980871

282 Address P.O. Box 980871

283 City Park City State UT Zip 84098

283 City Park City State UT Zip 84098

284
285 33. SELLER'S SIGNATURES:

286 On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part
287 of the SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

288 ☒ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED SELLER ADDENDUM

289 ☐ SEE ATTACHED SELLERS RIGHT TO CONTINUE TO MARKET PREMISES ☐ SEE ATTACHED COUNTER OFFER(S)

290 SELLER Signature [Signature]

290 SELLER Signature [Signature]

291 SELLER (Print Name) Ronald L. Asche

291 SELLER (Print Name) Frances C. Asche

292 Date 7-15-99 Time _____ Phone # _____

292 Date 7-15-99 Time _____ Phone # _____

293 Address _____

293 Address _____

294 City _____ State _____ Zip _____

294 City _____ State _____ Zip _____

295
296 34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

297 A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on
298 this 16th day of July, 19 99.

299 BUYER: [Signature]

299 BUYER: [Signature]

300 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 5 Pages.

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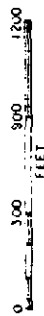
303 USE BY ANY OTHER PERSON IS PROHIBITED.

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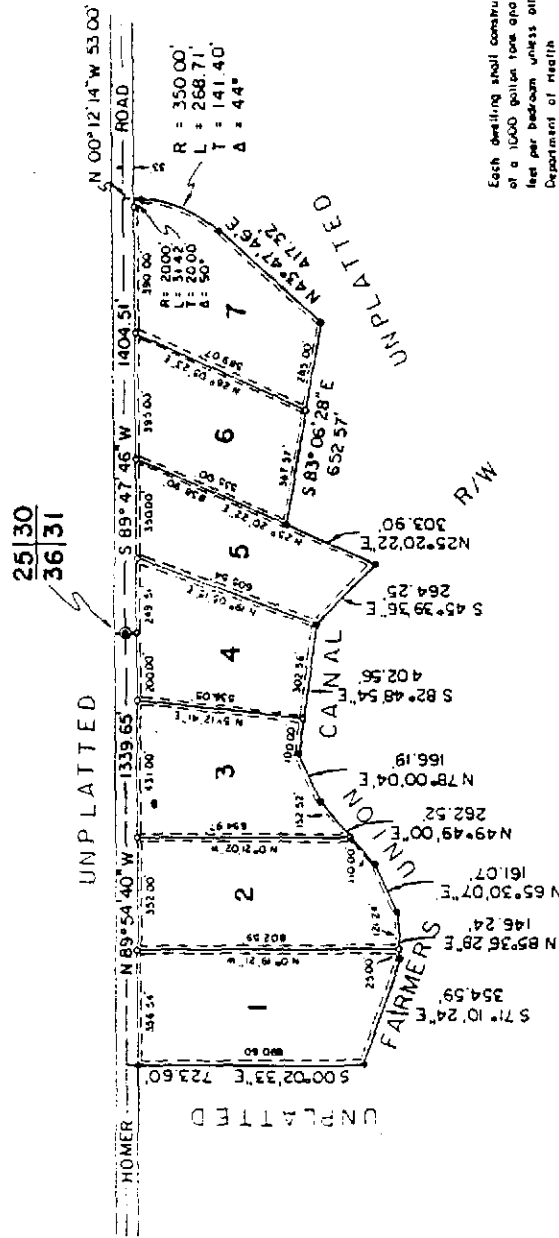
305 R.E.21 EFFECTIVE DATE AUGUST 1, 1997

HEATHER HAVEN ESTATES BLOCK 3

A PORTION OF THE NE $\frac{1}{4}$ OF SEC. 36, T.5N., R.1W. B.M.
AND THE NW $\frac{1}{4}$ OF SEC. 31, T.5N., R.1E. B.M.
ADA COUNTY, IDAHO
1973



This map is a photographic reproduction of that on
the original plat of the Surveyor's Office. The
company assumes no liability for variation, if any, with
another or re-survey.



LEGEND

- POINT OF BEGINNING
- 5/8" x 30" Steel Pin
- 1/2" x 24" Steel Pin
- 2 LOT NUMBER
- == 10' UTILITY EASEMENT

Each dwelling shall construct a septic system consisting
of a 1000 gallon tank and a drain field of 300 square
feet per bedroom unless otherwise approved by the
Department of Health

ALLRED & DUNN ENGINEERS
11530 Wildrose Court
Boise, Idaho

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

RECEIVED**SEP 09 1999****WATER RESOURCES
WESTERN REGION**

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

1. Water Right No(s): 63-09103C
 Adjudication Claim No(s): See attached.

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

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

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s).
 (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim 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 Lisa K. Gray
16975 Star Rd., Nampa, ID 83687

4. New Owner/Claimant(s) Ronald and Frances C. Asche
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 3125 W. Homer
 City, State and ZIP Code Eagle, ID 83616
 New Telephone Number 208) 453-1965

5. Date you acquired the property September 3, 1999

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right <u>5</u>	Number and type of stock _____
Diversion rate in CFS <u>.05</u>	Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) x Ronald C. Asche
 or Claimant(s) x Frances C. Asche

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

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

**NOTICE OF CHANGE OF OWNERSHIP
WATER RIGHT NUMBER 63-09103C**

EXHIBIT A

An SRBA was filed for this water right before it was split. The original owner of water right number 63-09103 was Leonard K. Hayden. On July 1, 1999, the Idaho Department of Water Resources approved a transfer, including a four-way split of this water right. Leonard Hayden remains the owner of water right number 63-09103A, and at the current time, Lisa K. Gray is the owner of water right numbers 63-09103B, -09103C, and -09103D. The purpose of this Notice of Change is to show that ownership of Water Right 63-09103C was transferred from Lisa Gray to Ronald and Frances C. Asche.

Lee and Sylvie-Anne Whiting have recently purchased the property to which water right number 63-09103C is appurtenant. A copy of the contract of sale is appended to this Notice of Change as Exhibit B. A plat of the property is appended as Exhibit C. A notice of change of ownership from the Asches to the Whitings is being filed concurrently.



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS BEFORE SIGNING, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT.



ID# 32067

DATE JULY 15, 1999

1. REAL ESTATE OFFICES:

Listing Agency REALTY ONE PROFESSIONAL PLUS
MLS Office# _____

Selling Agency THORNTON OLIVER KELLER-RES
MLS Office# _____

Listing Agent Name LOIS WOLIN
MLS Agent # _____
Phone #(office) 322-2700 (home) 939-2271

Selling Agent Name GERMAIN TARRANT
MLS Agent # _____
Phone #(office) 344-5588 (home) 866-2161

2. BUYER AND LEGAL DESCRIPTION:

(Hereafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as 3125 W. HAWER City Eagle County Ada Idaho, Zip 83616
legally described as: LOT 5 Bk 3. Heather Haven #3

3. TOTAL PURCHASE PRICE: Three Hundred Seventy Five Thousand + 00/100 DOLLARS, \$375,000 payable upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: (Note: A+C+D+E should add up to (or be equal to) total purchase price, except for 100% financing)

\$ 4000 A. EARNEST MONEY: BUYER hereby deposits Four Thousand + 00/100 DOLLARS as Earnest Money

evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other _____
and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ other _____ for the benefit of the parties hereto, and TOK-RES (Broker) shall hold the completely executed Broker's copy of this Agreement. The responsible Broker shall be STEVEN HANSEN

B. ALL CASH OFFER: ☐ YES ☒ NO If this is an all cash offer do not complete lines 25 through 47, fill blanks with N.A.

\$ 203,000 C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☒ CONVEN ☐ IHFA ☐ RD ☐ OTHER _____ FIRST LOAN of \$ 203,000 not including mortgage insurance,

with interest not to exceed 7.5 % for a period of 30 year(s) at: ☒ fixed rate ☐ other _____
BUYER shall pay no more than 0 point(s) plus origination fee if any. SELLER shall pay no more than 0 point(s). Any reduction in points shall first accrue to the benefit of the ☒ BUYER ☐ SELLER ☐ Divided Equally. BUYER shall apply for such loan within 3 business day(s) of SELLER's acceptance. Within 10 business days of final acceptance of all parties. BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received by SELLERS within the strict time allotted, SELLERS may at their option cancel this agreement by notifying BUYERS in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER's Earnest Money may be returned at BUYER's request.

FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

D. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 5).

☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balances of the loans shown above, which are to be assumed or taken subject to, and the actual balances of said loans at closing of escrow shall be adjusted in ☒ Cash ☐ Other: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.

BUYER's Initials [Signature] Date 7/15/99 SELLER's Initials [Signature] Date 7-15-99

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

EXHIBIT B

PROPERTY ADDRESS: 3125 W. Hower Eagle, ID 83616 ID#: 32067

5. ADDITIONAL TERMS AND/OR CONDITIONS: Sellers to provide any original well
Documentation to buyer. Buyer 7/15/99
SEA

6. OCCUPANCY: BUYER ☒ does ☐ does not intend to occupy property as BUYER'S primary residence.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. The following additional items are specifically:

A. INCLUDED IN THIS SALE: WOODSTOVE, ANY BUILT IN WORKBENCHES AND CABINETS IN
SHOP GARAGE + HORSE STALLS. Electric Fence and transformer. All irrigation
equipment And Pool equipment.

B. EXCLUDED IN THIS SALE: PIPE ARENA AND WASH STAND AND OWNERS PERSONAL
PROPERTY.

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

10. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

11. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable). BUYER has reviewed C.C. & R.'s. ☐ Yes ☒ No ☐ N/A

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed

Homeowner's Association Documents: ☐ Yes ☒ No ☐ N/A Association fees/dues are \$ _____ per _____

13. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

14. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.

BUYER's Initials: SEA Date: 7/15/99 SELLER's Initials: SEA Date: 7/15/99

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103

104 PROPERTY ADDRESS: 3125 W. Homer Blvd ID 83616 ID#: 52067

105 15. INSPECTION: BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER
 106 shall, within 7 business day(s) of acceptance complete these inspections and give to SELLER written notice of items disapproved of. BUYER is
 107 strongly advised to exercise these rights and to make BUYER's own selection of professionals with appropriate qualifications to conduct inspections of
 108 the entire property. BUYER's acceptance of the condition of the property is a contingency of this Agreement.

109 BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 130 to 143.

110 SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

111 1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed
 112 to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and
 113 (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair
 114 or correct.

115 2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent
 116 section(s) of written inspection reports. SELLER shall have 2 business day(s) in which to respond in writing.

117 3. If SELLER does not respond within the strict time period specified, BUYER shall have 2 business day(s) (after receipt of SELLER's response,
 118 or after the expiration of the time for SELLER to respond, whichever occurs first) to cancel this Agreement in writing.

119 4. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected
 120 to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
 121 SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless
 122 from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. **No inspections may be made by any**
 123 **governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.**

124 16. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution
 125 of this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property

126 Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☒ No ☐ N/A

127 17. LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint
 128 hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information
 129 pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other
 130 information, if any, related to the presence of lead-based paint hazards on said property. (c) That this contract is contingent upon my right to have
 131 the property tested for lead-based paint hazards to be completed no later than _____ or the contingency will terminate. (d) That

132 BUYER hereby ☐ waives ☐ does not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER
 133 has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the
 134 problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit will be
 135 returned to BUYER.

136 18. FINAL VERIFICATION OF CONDITION: BUYER shall have the right to make a final inspection of the property approximately 2 day(s)
 137 prior to close of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by BUYER
 138 and SELLER, (b) SELLER has complied with SELLER's other obligations, and (c) the property is otherwise in substantially the same condition as on the
 139 date of acceptance of the offer, unless otherwise agreed in writing.

140 19. TITLE INSURANCE:

141 (A) TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title
 142 insurance policy showing the condition of the title to said premises. BUYER shall have 2 business day(s) from receipt of the commitment
 143 or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the
 144 commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title
 145 of said premises is not marketable, or cannot be made so within 2 business day(s) after notice containing a written statement of defect
 146 is delivered to SELLER, BUYER's Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance
 147 cancellation fee, escrow and legal fees, if any.

148 (B) STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance
 149 policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and
 150 defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. **The risk assumed by the title company in the standard**
 151 **coverage lender's policy is limited to matters of public record.**

152 (C) EXTENDED COVERAGE LENDER'S POLICY (Mortgage policy): The lender will require that BUYER (Borrower) furnish an Extended
 153 Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain
 154 matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the**
 155 **lender.**

156 (D) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as liens
 157 (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims
 158 if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become
 159 legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER
 160 talk to a title company about what it offers in the way of extended coverage title policies and endorsements. **This extended coverage owner's**
 161 **policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.**

162 Extended Coverage Owner's Policy requested ☐ Yes ☒ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

163 (E) The parties agree that First American Title Company shall provide title policy and preliminary report
 164 of commitment.

165 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.

166 BUYER's Initials EL Date 7/15/99 SELLER's Initials EL Date 7-15-99

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171 R.E.21 EFFECTIVE DATE AUGUST 1, 1997

PROPERTY ADDRESS: 5125 W. Hower Eagle, ID 83616 ID#: 32067

20. **COSTS PAID BY:** Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay a maximum of \$ 1000 lender/appraiser required repair costs.

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee		X			Title Ins. Standard Coverage Owner's Policy		X		
Closing Escrow Fee			X		Title Ins. Extended Coverage Lender's Policy	X			
Attorney Contract/Document Preparation Fee/Cost				X	Title Ins. Extended Coverage Owner's Policy				X
Loan Document Preparation	X				Septic Inspection		X		
Flood Certification Fee	X				Septic Pumping		X		
Flood Tracking Fee	X				Survey				X
Loan Assumption Fee				X	Well Inspection	X			
Tax Service Fee	X				Appraisal Re-Inspection Fee				X
					Private Inspection regarding to Maximum of \$1000		X		

21. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

22. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

23. **FACSIMILE TRANSMISSION:** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

24. **DEFAULT: If BUYER defaults** in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

25. **SALES PRICE INFORMATION:** The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

26. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

27. **CLOSING:** On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. The closing date shall be no later than August 13, 1999

The parties agree that the "closing agency" for this transaction shall be FIRST AMERICAN (STATE STREET)

If a long-term escrow / collection is involved, then the long-term escrow holder shall be N/A

28. **POSSESSION:** BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____. "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of Closing. BUYER shall pay for fuel in tank, amount to be determined by the supplier at SELLER's expense.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages.

BUYER's Initials: [Signature] Date: 7/15/99 SELLER's Initials: [Signature] Date: 7-15-99

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

156
157 PROPERTY ADDRESS: 3125 W. Homer Eagle Id 83616 ID#: 32067

158
159 29. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or
160 contingencies which must be satisfied prior to closing: Seller to provide to Buyer documentation that
161 adjudication of well located on property has been filed properly and
162 received for Buy proper authority.

163
164 30. REPRESENTATION CONFIRMATION:

165 In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ('agent' or 'nonagent' or 'limited dual agent'):

166 Listing broker acted as a(n) Non-Agent for the BUYER.

167
168 Selling broker acted as a(n) Agent for the BUYER.

169 In this transaction, the brokerage(s) involved has the following relationship(s) with the SELLER ('agent' or 'nonagent' or 'limited dual agent'):

170 Listing broker acted as a(n) Agent for the SELLER.

171
172 Selling broker acted as a(n) Non-Agent for the SELLER.

173 Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the
174 relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH
175 PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN
176 AGREEMENT FOR AGENCY REPRESENTATION.

177 31. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) 7-16-99 and (Time) 10:00 AM.
178 If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

179 32. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

180 ☐ SEE ATTACHED BUYER'S ADDENDUM(S): (Specify number of BUYER addendum(s) attached.)

181 BUYER Signature [Signature] BUYER Signature [Signature]

182 BUYER (Print Name) Lee J. Whiting BUYER (Print Name) Sylvie-Anne B. Whiting

183 Date 7-15-99 Time 6:15pm Phone # 435-658-1552 Date 7-15-99 Time 6:15pm Phone # 435-658-1552

184 Address P.O. Box 980871 Address P.O. Box 980871

185 City Park City State UT Zip 84098 City Park City State UT Zip 84098

186 33. SELLER'S SIGNATURES:

187 On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part
188 of the SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

189 ☒ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED SELLER ADDENDUM

190 ☐ SEE ATTACHED SELLER'S RIGHT TO CONTINUE TO MARKET PREMISES ☐ SEE ATTACHED COUNTER OFFER(S)

191 SELLER Signature [Signature] SELLER Signature [Signature]

192 SELLER (Print Name) Ronald L. Asche SELLER (Print Name) Frances C. Asche

193 Date 7-15-99 Time _____ Phone # _____ Date 7-15-99 Time _____ Phone # _____

194 Address _____ Address _____

195 City _____ State _____ Zip _____ City _____ State _____ Zip _____

196 34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

197 A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on
198 this 16th day of July, 19 99.

199 BUYER: [Signature] BUYER: [Signature]

200 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 5 Pages.

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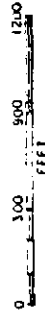
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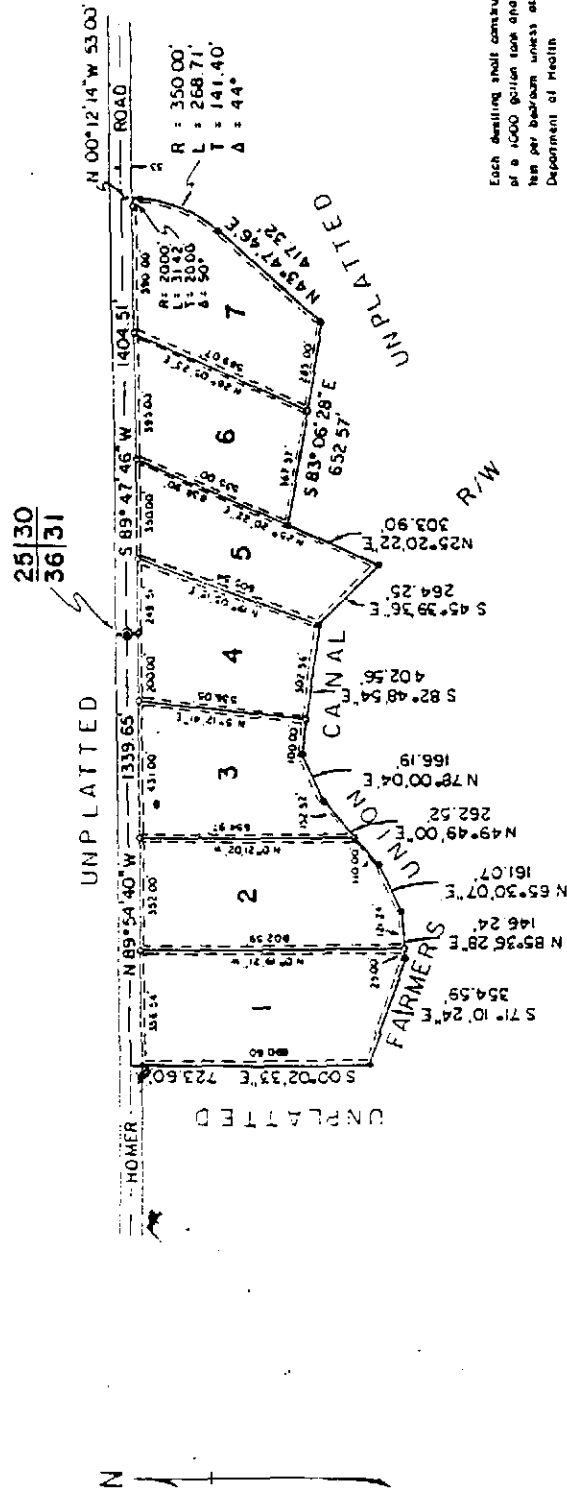
205 R.E.21 EFFECTIVE DATE AUGUST 1, 1997

HEATHER HAVEN ESTATES BLOCK 3

A PORTION OF THE NE $\frac{1}{4}$ OF SEC. 36, T.5N., R.1W. B.M.
AND THE NW $\frac{1}{4}$ OF SEC. 31, T.5N., R.1E. B.M.
ADA COUNTY, IDAHO
1973



With this plan is a photographic reproduction of that on
the original survey of the HEATHER HAVEN ESTATES, the
company assumes no liability for variation, if any, with
another or re-survey.



Each dwelling shall construct a septic system consisting
of a 1000 gallon tank and a drain field of 500 square
feet per bedroom unless otherwise approved by the
Department of Health

LEGEND

- POINT OF BEGINNING
- 5/8" x 30" Steel Pin
- 1/2" x 24" Steel Pin
- 2 LOT NUMBER
- == 10' UTILITY EASEMENT

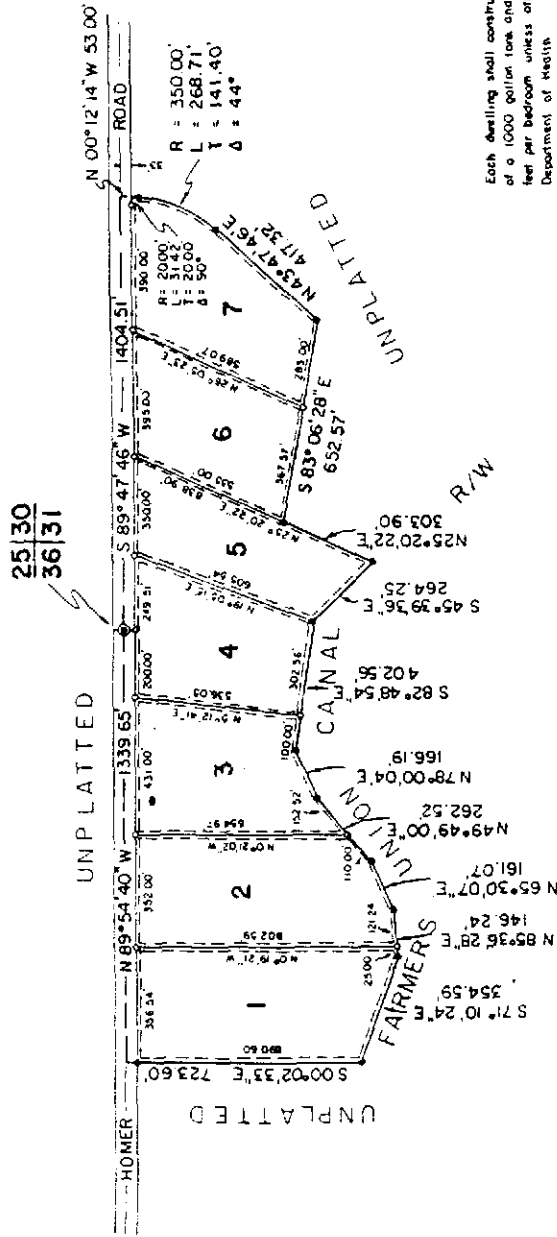
ALLRED & DUNN ENGINEERS
11530 Wildrose Court
Boise, Idaho

HEATHER HAVEN ESTATES BLOCK 3

A PORTION OF THE NE $\frac{1}{4}$ OF SEC. 36, T.5N., R.1W. B.M.
AND THE NW $\frac{1}{4}$ OF SEC. 31, T.5N., R.1E. B.M.
ADA COUNTY, IDAHO
1973



This plan is a photographic reproduction of that on file in the office of the surveyor. The company assumes no liability for variation, if any, with another or re-survey.



LEGEND

- POINT OF BEGINNING
- 5/8" x 30" Steel Pin
- 1/2" x 24" Steel Pin
- 2 LOT NUMBER
- == 10' UTILITY EASEMENT

Each dwelling shall construct a septic system consisting of a 1000 gallon tank and a drain field of 500 square feet per bedroom unless otherwise approved by the Department of Health.

ALLRED & DUNN ENGINEERS
11530 Wildrose Court
Boise, Idaho

Western

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5395
WATER RIGHT NO(S). 63-09103B/63-09103C/63-09103D

RECEIVED

JUL 07 1999

WATER RESOURCES
WESTERN REGION

This is to certify that: LISA K GRAY
16975 STAR RD
NAMPA ID 83687

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>
Right No. 63-09103B :			
IRRIGATION	03/15 to 11/15	0.05 CFS	22.5 AF
Priority: 03/31/1977			
Right No. 63-09103C :			
IRRIGATION	03/15 to 11/15	0.05 CFS	22.5 AF
Priority: 03/31/1977			
Right No. 63-09103D :			
STOCKWATER	01/01 to 12/31	0.10 CFS	26.8 AF
COMMERCIAL	01/01 to 12/31	0.10 CFS	7.4 AF
Priority: 03/31/1977			
	SUBTOTAL:	* 0.10 CFS	* 34.2 AF
	TOTAL:	** 0.20 CFS	** 79.2 AF

SOURCE

GROUNDWATER

LOCATION OF POINT(S) OF DIVERSION:

Right No. 63-09103B :

NWSW , Sec. 8, Township 02N, Range 02E
ADA County

Right No. 63-09103C :

NWNW , Sec. 31, Township 05N, Range 01E
ADA County

Right No. 63-09103D :

SESW , Sec. 19, Township 02N, Range 01W
CANYON County

TRANSFER NO. 5395
WATER RIGHT NO(S). 63-09103B/63-09103C/63-09103D

PLACE OF USE: IRRIGATION

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
--------------------	--------------	--------------	--------------	--------------

Right No. 63-09103B :

02N 02E 8	NWSW	5		5
Total number of acres irrigated:				5

Right No. 63-09103C :

05N 01E 31	NWNW	2		2
01W 36	NENE	3		3
Total number of acres irrigated:				5

PLACE OF USE: STOCKWATER & COMMERCIAL

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
--------------------	--------------	--------------	--------------	--------------

Right No. 63-09103D :

02N 01W 19	NESW		SESW	
------------	------	--	------	--

CONDITIONS OF APPROVAL AND REMARKS

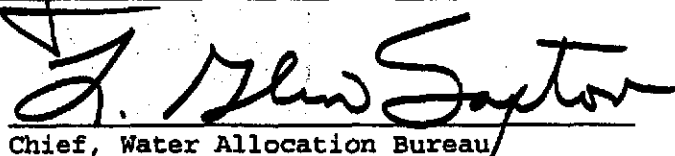
1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. The Director maintains jurisdiction of this transfer up to five (5) years for the purpose of determining potential injury to existing rights, both junior and senior, in the vicinity of the transferred point of diversion.
3. The Director retains jurisdiction of this right to require streamflow augmentation or other action determined to be appropriate to protect prior surface water or ground water rights. Such stream flow augmentation or other action will be required only upon a determination of need and applicability by the Director.
4. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
5. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
6. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
7. 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.
- ** 8. The total instantaneous diversion of water from all points of diversion under Transfer 5395 shall not exceed 0.20 cfs, nor a total combined annual volume of 79.2 af.

TRANSFER NO. 5395
WATER RIGHT NO(S). 63-09103B/63-09103C/63-09103D

CONDITIONS OF APPROVAL AND REMARKS

- * 9. The total instantaneous diversion of water from all points of diversion under Right 63-09103D shall not exceed 0.10 cfs, nor a total combined annual volume of 34.2 af.
- 10. Prior to diversion of water under Right 63-09103D, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
- 11. Two points of diversion are located within SESW, S19, T02N, R01W.
- 12. The water used for commercial purposes under this approval is applied to and irrigates land listed in the place of use to satisfy water quality requirements. Water shall not irrigate growing plants unless the water is first beneficially used in the dairy as authorized by Right 63-09103D.
- 13. Use of water under Right 63-09103D shall comply with applicable water quality standards of the Division of Environmental Quality of the Idaho Department of Health and Welfare.
- 14. The dairy operation authorized under Right 63-09103D shall comply with applicable county zoning and use ordinances.
- 15. The place of use under Right 63-09103B is also known as Lots 19 and 20, Block 1, Calderon Estates Subdivision.
- 16. The place of use under Right 63-09103C is also known as Lot 5, Block 3, Heather Haven Estates.

Dated this 1st day of July, 1999.


Chief, Water Allocation Bureau

MEMORANDUM

TO: File 63-09103

FROM: Pam Skaggs/State Office

SUBJECT: Transfer 5395

DATE: July 1, 1999

Transfer 5395 changes the point of diversion, place, nature and season of use under portions of Right 63-09103. The applicant is selling portions of this right to separate users and locations; two parts are for irrigation use and one part is changes irrigation use to commercial and stockwater to provide additional water at an existing dairy.

Staff raised concerns and conditions were recommended to negate any impacts at the new locations including maintaining jurisdiction to determine potential injury and possible mitigation for impacting either prior surface or groundwater rights. Season of use was adjusted to year round for the new dairy uses and the transferred amount limited to the consumptive use associated with the 10 irrigated acres removed from production.

Other recommended conditions include drilling permit requirements, multiple points of diversion/measuring devices, land application, water quality, county zoning, irrigation overlap and standard transfer conditions.

Change in Nature of Use Evaluation

	<u>Rate</u>	<u>Use</u>	<u>Acres</u>	<u>Div. Vol./C.U. Vol.</u>
63-09103	1.86 cfs	IRR	175.0 acres	787.5 afa/612.5 afa
Part A	1.66 "	"	155.0 "	697.5 afa/542.5 afa
Part B	0.05 "	"	5.0 "	22.5 afa/ 17.5 afa
Part C	0.05 "	"	5.0 "	22.5 afa/ 17.5 afa
Part D	0.10 STOCK/COMM	(10.0 ")	34.2 afa/ 34.2 afa	
	1.86 cfs IRR/STOCK/COMM	165.0 acres	776.7 afa/611.7 afa	

{B
DATE: 2/4/1999
FR: lg
TO: X-fer File 63-09103
RE: Review

MEMO

TRANSFER ATTACHMENTS

- A. Diversion descriptions for each proposal
- B. Maps of new p/u
- C. Ownership documentation
- D. Irrigation proof for acres being transferred
- E. Dairy worksheets
- F. SRBA claim

DESCRIPTION

This transfer is a combination of 4 small transfers.

Ten acres are being transferred for irrigation use for two separate properties:

- Duffy (GD) - 5 acres
- Asche (RA) - 5 acres

Each will divert from individual existing wells (1 ea) for irrigation of their subdivision lots. No other rights are used for irrigation.

Change in nature of use on ¹⁰22 acres from irrigation to commercial for ~~two~~ separate dairies is also proposed for transfer:

- Choutchourrou (BC) - ~~11.7~~ acres consumptive use
- Boschma (SB) - 9.8 acres consumptive use

Both dairies exist and are operating. No new wells are proposed.

* N/A - Choutchourrou has previously filed transfer 5285 to cover his current dairy operation. He plans to expand in the near future, which is why he is applying for additional water via this transfer. Once approved, his share of water will be placed in the water bank for future cows.

Boshma has statutory claim 63-04498 for dom/stock use which he did not file in the SRBA. His dairy has outgrown IC 42-111, which is why he is playing "catch-up" with this transfer.

WR VERIFICATION & SRBA

Applicant's father originally owned land being transferred and submitted CFSA documentation supporting irrigation use within the last 5 years. The father filed an SRBA claim on his remaining portion of the license only. The acres being transferred have not been claimed in the SRBA. Sheryl Chapman stated that a claim will be filed. *

RECOMMENDATIONS

One issue that may be worth pondering is the fact that the license is located in Payette county while the dairies are located in Canyon county and the subdivision acreages are located in Ada county.

* Amended claim filed 2/23/99, covers all license area.
-fc

XFER 63-09103
Pg 2

This transfer should not be forwarded to the SO until an SRBA claim has been received for applicant's acres. *Received 2/23/99*

A change of ownership should be required for each separate split if this transfer is approved.

* Chautauquon purchased a portion of the acres licensed by this same water right and will be filing a separate transfer in their name.

Page 1 of 6STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 5395

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant LISA K. GRAY Phone 465-1604
Post Office address 16975 STAR RD NAMPA ID 83687

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 _____

2. Describe the reason for the proposed changes A portion of water under this license is to be transferred to others

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

1.	Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
GD	63-09103A	3/31/77	.05/22.5	Irrig	3/15 to 11/15
RA	B		.05/22.5	Irrig	3/15 to 11/15
BC	C		.12/8.3	COMM	1/1 to 12/31
			.12/32.7	STOCKWTR	1/1 to 12/31
SB	D		.10/7.4	COMM	1/1 to 12/31
			.10/26.2	STOCKWTR	1/1 to 12/31

2. Total amount of water being transferred 32.20 cubic feet per second and/or 120.2 acre-feet per annum.

3. Source of water Ground water tributary to _____

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
A		NW	SW	8	2N	2E	ADA	Duffy (GD)
B	5	NW	NW	31	5N	1E	ADA	Rische (RA)
C		SW	SW	19	6N	3W	CANYON	Chautauquian (BC)
D		SE	SW	19	2N	1W	CANYON	Boschma (SB)

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	
GD	2N	2E	8								5								5
RA	5N	1E	31					2											2
	5N	1W	36	3															3
BC	6N	3W	19										C/S						
	6N	3W	30					C	C										
SB	2N	1W	19								C/S			C/S					

WATER
1.177146
Boschma

PART 1

6. General Information:

a. Description of diversion system See Attachment A

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes X 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:
No longer irrigated

d. Remarks:
Water from lands owned by Lisa Gray will be dried up and the water redistributed to other owners in an effort to maximize the efficient use of this water.

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____.

pg 3 of 6

WR0749NP
No. 63-09103

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 12/09/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY	WATER USE	USE PERIOD		DIVERSION RATE	DIVERSION VOLUME
		DATE		FROM	TO		
C	LEONARD K. HAYDEN RT. 5 BOX 173A CALDWELL ID 83605	03/31/1977	IRRIGATION	03/15	11/15	1.860 CFS	787.50 AFA
TOTAL DIVERSION:						1.860 CFS	787.50 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:

T06N R04W S14

NENE

PAYETTE County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				SUM
NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	
T	R	S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	
06N	04W	11	:	:	:	:	:	:	:	:	:	:	:	:	:	25
06N	04W	12	:	:	:	:	:	:	09	31	10	:	:	:	:	50.0
06N	04W	13	:	:	:	01	06	:	:	:	:	:	:	:	:	7.0
06N	04W	14	:	15	39	39	:	:	:	:	:	:	:	:	:	93.0
TOTAL ACRES																175.0

Pou County: PAYETTE

Dates: App. Received: Priority Date: 03/31/1977
Proof Due Date: 05/01/1982 Proof Made Date: 01/01/1900
Exam Made Date: Exam Sent to S.O.:
Licensed Date: 10/13/1982

Misc: Water District Number: Field Exam Fee:

Audit: 05/06/85 05/01/88 CONVERT

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

N If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

20/79.2 (If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 33/120.2 for Irrig 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)

2. Point(s) of Diversion: N/A

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	
6N	4W	12											10	10					20
		13											10						17

Total acres 37 20

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

1. amount 1.54/667.3 for Irrig 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)

2. Point(s) of Diversion: N/C

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	
6N	4W	11															25		25
		12									9	10							19 21
		13							6										6
		14	15		39	39													43

Total acres 143 145

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.

SEE ATTACHMENT "B"

PART 3

B. CHANGES IN NATURE OF USE

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
~~(80)~~	~~(A) Commercial (dairy)~~	~~33.12~~	~~365~~	~~1/1 to 12/31~~
(5B)	(B) Stock Water/Commercial (dairy)	44.10	365	1/1 to 12/31

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

(A) Waste will be land applied.

(B) Waste will be land applied.

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

No negative effects. The land from which the water is to be transferred will no longer be irrigated. See Attachment "D"

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.

Leonard K. Mayfield
(Signature of Applicant)

Subscribed and sworn to before me this 31st day of July, 1998.

Julie S. Pease
(Notary Public)

My commission expires 8-14-2002

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 6 attachments

Received by Kh Date 9/11/98 Protest filed by _____

Prelim. check by Kh Fee 10000

Received by Kh Date 9/11/98 WO 24388

Published in Id. Statutory provision 2-18+23 Ind Enterprise - 2-17+24-98

Pub. dates 3-4 & 11-1999 Copies of protest forwarded by _____

Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

411, 415, 416

1. **Choutchourrou** - Water to be utilized for the Choutchourrou (BC) portion of this transfer application will be diverted through a drilled well equipped with a submersible turbine pump and piped to a dairy barn and stock water tanks for the stock water portion of the right. Piping in the dairy barn will be used for distribution of water and wash facilities for use in the normal dairy operation. Waste water will be conveyed to lagoon sites already in existence and if necessary from time to time the waste will be land applied to property owned in the W/2 NW/4 of Section 30.
2. **Boschma** - The Boschma (SB) portion of this application will be used for an existing dairy operation located in Canyon County. The water will be diverted from two wells located in the SE/4 SW/4, Section 19, T2N, R1W for supplementation of an existing dairy operation. Water will be pumped from two drilled wells equipped with submersible turbine pumps for distribution through the dairy barns to stock water tanks and to wash facilities. Wastewater will be land applied within the 80 acre tract described on the application.
3. **Duffy** - Water described for the Duffy (GD) portion of this application will be diverted from a drilled well equipped with a submersible turbine pump and distributed for irrigation of five (5) acres using a sprinkler system method of application.
4. **Asche** - Water diverted for the Ron Asche (RA) portion of this application will be diverted through a drilled well equipped with a submersible turbine pump and distributed for irrigation using a sprinkler system.

MEMORANDUM

TO: File No. 63-09103 (Transfer No. 5395 in the Name of Lisa Gray)

FROM: Gary Spackman *Gary*

RE: Review and Recommended Conditions of Approval

DATE: June 28, 1999

Application for transfer no. 5395 proposes a single transfer of water rights owned by Lisa Gray to four separate locations, two for dairy use, and two for irrigation of small parcels of property. The point of diversion and place of use from which the water is proposed to be moved is located in the far northwest boundaries of basin 63 in Payette County in the Sand Hollow area. The Duffy point of diversion and place of use for irrigation of five acres is located in Ada County, south of Boise. The point of diversion and place of use for the Asche portion is located northwest of Eagle. The point of diversion and place of use for the Boschma portion for a dairy is located in Canyon County, south of Nampa. Finally, the application for transfer identified the point of diversion for the Choutchourrou point of diversion in T02N, R03W, Sec. 19 (south of Lake Lowell), but described the place of use in T06N, R03W, Sections 19 and 30, which is located in the Sand Hollow area.

After reviewing the application, I identified three potential issues:

1. The distance between the existing point of diversion and the proposed points of diversion concerns me. All of the points of diversion will be moved hydrologically upstream in the basin. Nonetheless, I have no reason recommend denial because of distance other than some specific examples in the next two issues.
2. The Asche point of diversion and place of use is located approximately one mile inside a general boundary where surface water is tributary to the Boise River above Star Bridge. A transfer of water from the Sand Hollow area upstream to an area where water is tributary to the Boise River would cause injury to surface water users if the shallow surface water is not cased out. I asked Sherl Chapman to examine the construction of the well and determine whether the shallow surface water was cased and sealed out. Sherl consulted the well driller's report, a copy of which is in the file. He argued that three clay layers described in the lithologic log would prevent migration of water from the shallow aquifers to the well screens. He admitted that the drive shoe was not seated in the clay, but argued that the clay may have collapsed around the casing. He also stated that the static water level was at 75 feet even though the production zone was located between 147 and 160 feet. I argued in response that there was no proof that the annular space

between the well casing and the bore hole was not open, and that the first water encountered was at approximately 80 feet, which is about the same water level as the static water level measured. Nonetheless, we have not published the rough draft maps identifying the area tributary to the Boise River above Star Bridge, and are uncertain as to its boundaries. As a result, I recommend approval of the Asche portion of the application for transfer.

3. The point of diversion identified for the Choutchourra portion is located within the Dry Lake area where water levels have declined. After discussing this issue at length with Sherl Chapman, he finally discovered that the point of diversion description in the application was incorrect, and, furthermore, and that the legal notice for the application was also published incorrectly. In further discussions with IDWR staff and Choutchourra, Sherl discovered that Choutchourra did not need this water, and the Choutchourra portion of the application for transfer was deleted.

I recommend that the Duffy, Asche, and Boschma portions of the application for transfer be approved with standard application for transfer conditions.

As a footnote, I have told staff that we should not accept applications for transfer that describe multiple systems because of independent issues raised by each independent system.

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: **A63-09103**
Date Received: 2/ 5/1996
Receipt No: C034725
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: LEONARD K HAYDEN 208-465-1604
Address: 16975 STAR RD
NAMPA ID 83687

2. Date of Priority: MAR 31, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	04W	14		NE	NE		PAYETTE

5. Description of diverting works:
WELL, 200 HP PUMP, WHEELINES AND HANDLINES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.860		787.50

7. Total Quantity Appropriated is:
1.860 C.F.S. (and/or) 787.50 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	04W	11	SE	SE		IRR	25.0
						Section Acres	25.0
		12	NW	SW		IRR	9.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	04W	12	SW	SW		IRR	31.0
			SE	SW		IRR	10.0
					Section Acres		50.0
		13	NE	NW		IRR	1.0
			SW	NW		IRR	6.0
					Section Acres		7.0
		14	NE	NE		IRR	15.0
			SW	NE		IRR	39.0
			SE	NE		IRR	39.0
					Section Acres		93.0
					Total Acres		175.0

11. Place of use in counties: PAYETTE

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

13. Other Water Rights Used:

14. Remarks:

A PORTION OF THE LAND UNDER THE ORIGINAL LICENSE WAS SOLD WITHOUT WATER, LEAVING THE 102.0 ACRES CLAIMED.

15. Basis of Claim: LICENSE

C -

RECEIVED

FEB 23 1999

Form No. 42-1409 (2) a 1/88

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

WATER RESOURCES
WESTERN REGION

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 A63-09103

Date Received 2/23/99

Receipt Number W0024825 RH

Should questions arise during
the processing of this applica-
tion please contact:

SHERI L. CHAPMAN
410 S. Orchard, Suite 144
Boise, ID 83705
344-6690

**NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW**

AMENDED

Please type or print clearly

1. Name of Claimant (s) Leonard Hayden Phone (208) 465-1604

Mailing Address 16975 Star Road, Nampa, ID Zip 83687

2. Date of Priority (Only one (1) per claim) 3-31-77

3. Source of water supply (a) Groundwater
which is tributary to (b) N/A

4. a. Location of existing point of diversion is: Township 6N Range 4W Section 14,
1/4 of NE 1/4 of NE 1/4, Govt. Lot, B.M., County of Payette

Additional points of diversion if any: None

b. If instream flow, beginning point of claimed instream flow is: N/A

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4.

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. Drilled well, vertical turbine pump, main lines,
sprinklers.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 3/15 to 11/15 amount 1.86 or 787.50

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 1.86 (cfs) and/or (b) 787.50 (acre feet)

8. Total consumptive use claimed is N/A acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) N/A

10. Description of place of use:

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

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
6N	4W	11																25	25
6N	4W	12										9	31	10					50
6N	4W	13					1		6										7
6N	4W	14	15		39	39													93

Total number of acres irrigated 175

11. In which county (ies) are lands listed above as place of use located? Payette

12. Do you own the property listed above as place of use? Yes XXX No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None (XX)

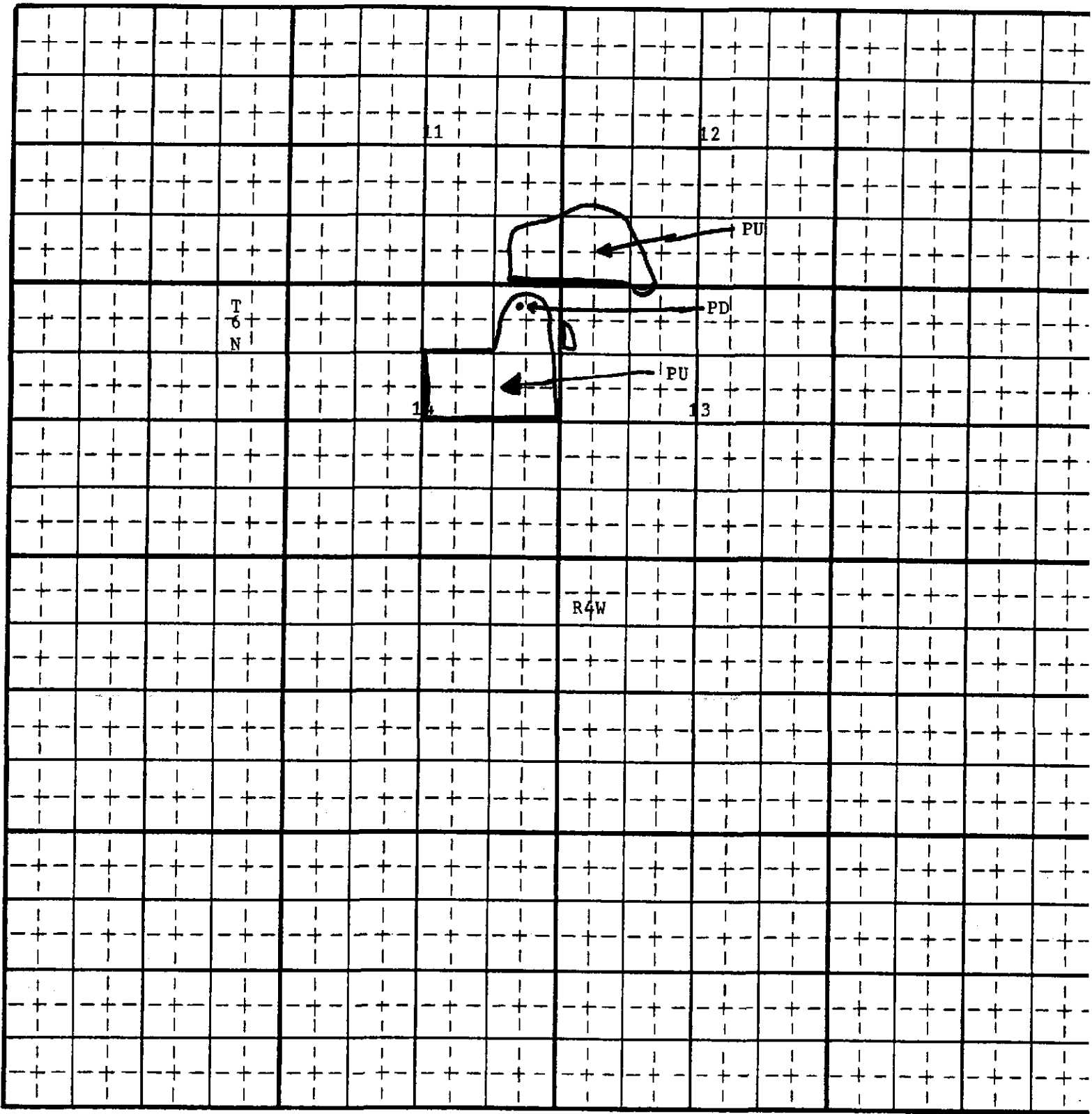
14. Remarks:

Last Name Hayden Ident No. _____

Copies: White - State, Yellow - Claimant

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

Scale: 2 inches equals 1 mile



15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License XXX Permit _____
Decree _____
If applicable provide IDWR Water Right Number 63-09103
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

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

Signature of Claimant (s) Sheridan X. Hayden

Date 2-19-99

Date _____

For Organizations: I do solemnly swear or affirm that I am _____

of _____, that I have signed the foregoing
Organization

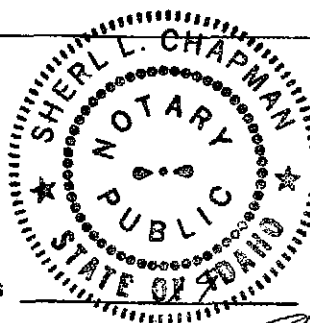
document in the space below as _____ of _____
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of Ada) SS.



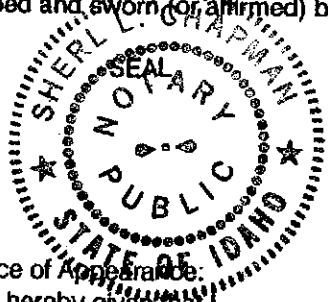
Subscribed and sworn (or affirmed) before me this _____ day of February 19 99

Notary Public Sherl L. Chapman

Residing at Meridian Idaho

My Commission Expires 6-14-2000

Please Print Name Sherl L. Chapman



17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name Hayden Ident. Number _____

ADJUDICATION CLAIMS SPLIT TREE FOR 63-9103

**RIGHTS HAVE BEEN
SPLIT AND ARE NO
LONGER ACTIVE
(parent rights)**

63-9103
Leonard Hayden
1.86 cfs / 787.5 afa
175 ACRES TOTAL
Sec 11 SESE - 25
Sec 12 NWSW - 9
Sec 12 SWSW - 31
Sec 12 SESW - 10
Sec 13 NENW- 1
Sec 13 SWNW- 6
Sec 14 NENE- 15
Sec 14 SWNE- 39
Sec 14 SENE- 39

63-9103A
Leonard Hayden
1.66 cfs / 697.5 afa
155 ACRES TOTAL
Sec 11 SESE - 25
Sec 12 NWSW - 9
Sec 12 SWSW - 21
Sec 13 NENW- 1
Sec 13 SWNW- 6
Sec 14 NENE- 15
Sec 14 SWNE- 39
Sec 14 SENE- 39

63-9103B
Patrick & Joy Harris
0.05 cfs / 22.5 afa
5 ACRES TOTAL
MOVED TO
2N 2E S8
NWSW

63-9103C
Gary & Heather
Mingus
0.05 cfs / 22.5 afa
5 ACRES TOTAL
MOVED TO
5N 1E S31
NWNW - 2 acres
5N 1W S36
NENE - 3 acres

63-9103D
Steve Boschma
0.10 cfs / 34.2 afa
10 ACRES RETIRED
AND MOVED TO A
DAIRY IN
2N 1W S19
NESW & SESW

63-9103E
Leonard Hayden
1.19 cfs / 499.5 afa
111 ACRES TOTAL
Sec 12 NWSW - 9
Sec 12 SWSW - 2
Sec 13 NENW- 1
Sec 13 SWNW- 6
Sec 14 NENE- 15
Sec 14 SWNE- 39
Sec 14 SENE- 39

63-9103F
Toni and Ben
Choutchourrou
0.47 cfs / 198 afa
44 ACRES TOTAL
Sec 11 SESE - 25
Sec 12 SWSW - 19

63-32276
Leonard Hayden
0.13 cfs / 54 afa
12 ACRES TOTAL
Sec 12 NWSW - 9
Sec 12 SWSW - 2
Sec 13 NENW- 1

63-32277
Jerry and Pamela
Wilson
1.06 cfs / 445.5 afa
99 ACRES TOTAL
Sec 13 SWNW- 6
Sec 14 NENE- 15
Sec 14 SWNE- 39
Sec 14 SENE- 39

63-32279
Leonard Hayden
0.08 cfs / 33.75 afa
7.5 ACRES TOTAL
Sec 12 NWSW - 4.5
Sec 12 SWSW - 2
Sec 13 NENW- 1

63-32280
Leonard Hayden
0.05 cfs / 20.25 afa
4.5 ACRES TOTAL
Sec 12 NWSW - 4.5

*should be
1.65 -
instead
of
1.66
but have
to go
w/ transfer*

11/02/2005 RECEIVED

NOTICE OF ERROR
REPLY

NOV 10 2005

WATER RESOURCES
WESTERN REGION

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: November 18, 2005

Water right number: 63-9103C

HEATHER L MINGUS

3125 W HOMER RD

EAGLE ID 83616

Telephone Number: (208)939-0712

GARY K MINGUS

3125 W HOMER RD

EAGLE ID 83616

Telephone Number: (208)939-0712

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

X I AGREE with this proposed recommendation: no changes need to be made.

DATE: 11/7/05 SIGNATURE: Gary K. Mingus

Please print your name: GARY K. Mingus

IDWR Regional Office, 2735 Airport Wy, Boise, ID 83705, 2083342190

10/25/2005

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

RIGHT NUMBER: 63-9103C

NAME AND ADDRESS: HEATHER L MINGUS
3125 W HOMER RD
EAGLE ID 83616

GARY K MINGUS
3125 W HOMER RD
EAGLE ID 83616

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.050 CFS
22.500 AFY

The total instantaneous diversion of water from all points of diversion under Transfer No. 5395 shall not exceed 0.20 cfs, nor a total combined annual volume of 79.2 af.

PRIORITY DATE: 03/31/1977

POINT OF DIVERSION:

T05N R01E S31 NWNW Lot 1 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	0.050 CFS 22.50 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 R01E S31 Lot 1 NWNW 5.0

5 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: BASIS OF CLAIM - License

The Director retains jurisdiction of this right to require streamflow augmentation or other action determined to be appropriate to protect prior surface water or ground water rights. Such stream flow augmentation or other action will be required only upon a determination of need and applicability by the Director.

PROPERTY IS ALSO KNOWN AS LOT 5, BLK 3, HEATHER HAVEN ESTATES.

Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

The right holder shall accomplish the change authorized by Transfer 5395 within one (1) year of the date of the approval.

The Director retains jurisdiction of this right to require streamflow augmentation or other action determined to be appropriate to protect prior surface water or ground water rights. Such stream flow augmentation or other action will be required only upon a determination of need and applicability by the Director.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

The Director maintains jurisdiction of this transfer up to five (5) years for the purpose of determining potential injury to existing rights, both junior and senior, in the vicinity of the transferred point of diversion.

Idaho Department of Water Resources

**T05N, R01E,
S31**

Claim No: 63-9103C

Prepared By: Kimberly Brown

Date: August 8, 2005



Place of Use

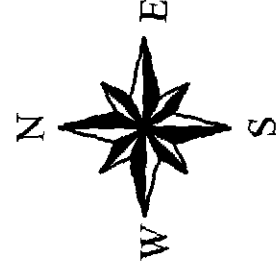


Section Lines

1/4 1/4

⊙ Point of Diversion

Acres Irrigated = 5.0



300 0 300 600 Feet

1987 NAPP



IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-9103C

WATER RIGHT NUMBER: 63-9103C ✓

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	LEONARD K HAYDEN ✓ RT 5 BOX 173A CALDWELL, ID 83605
Original Owner	LISA K GRAY ✓ 16975 STAR RD ✓ NAMPA, ID 83687 (208)465-1604
Original Owner	RONALD L ASCHE ✓ 3125 HOMER RD ✓ EAGLE, ID 83616 (208)939-1572
Original Owner	FRANCES C ASCHE ✓ 3125 HOMER EAGLE, ID 83616
Current Owner	LEE J WHITING ✓ 3125 W HOMER EAGLE, ID 83616
Current Owner	SYLVIE-ANNE B WHITING ✓ 3125 W HOMER EAGLE, ID 83616 (208)939-3565

Current Owner:
Heather & Gary Minges

Priority Date: 03/31/1977 ✓
Basis: License ✓
Status: Active

Source
GROUND WATER ✓

Tributary

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION ✓	03/15 to 11/15 ✓	0.050 CFS ✓	22.50 AF ✓
	<u>Total Diversion:</u>	0.050 CFS ✓	22.50 AF ✓

⊛ all 5 Acres are located in the NWNW, S31 only - there are no acres in the NENE, S36 (Transfer No. 5395 is incorrect for FOU).

Location of Point(s) of Diversion

GROUND WATER

ADA County ✓

NW1/4NW1/4 ✓

Sec. 31, Twp 05N, Rge 01E, B.M. ✓

Govt. Lot 1

Place of Use

IRRIGATION

different well than - 31111 (see map)

Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
✓ 05N	01E	31		✓				✓							5 3/4 ✓
✓ 05N	01W	36													3/4 ✓

ADD 804 - Season of use is 3/1 to 11/15.

ADD J01 - Place of use is also known as Lot 5, Blk 3, Heather Haven Estates.

OVER-

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-9103C

Total Acres: 5.4

Conditions of Approval:

- ~~1. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.~~
- ~~2. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.~~
- ~~3. The Director retains jurisdiction of this right to require streamflow augmentation or other action determined to be appropriate to protect prior surface water or ground water rights. Such stream flow augmentation or other action will be required only upon a determination of need and applicability by the Director.~~
- ~~4. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.~~
- ~~5. 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.~~
- ~~6. The Director maintains jurisdiction of this transfer up to five (5) years for the purpose of determining potential injury to existing rights, both junior and senior, in the vicinity of the transferred point of diversion.~~

Remarks:

ADD

1. Quantity The total instantaneous diversion of water from all points of diversion under Transfer 5395 shall not exceed 0.20 cfs, nor a total combined annual volume of 79.2 af.
2. Explanatory THIS CLAIM IS A PORTION OF TRANSFER 5395 APPROVED 7/1/99. -COMMENT
3. Explanatory PROPERTY IS ALSO KNOWN AS LOT 5, BLK 3, HEATHER HAVEN ESTATES.

Comments:

Parcel # R3533200100.

Dates and Other Information:

Claim Received Date: 7/1/1999
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal:
 Owner Name Connector: AND
 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

ADD 005 - POU Accomplished
 Transfer

Combined Use Limits:

Field Exam Date 1.12.04

(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 ~~unknown - VAX system not available~~ \$73.00 (W024825)
- ☐ Well logs (if needed) N/A
- ☒ Copy of topo or NAPP
- ☒ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information Govt. lot 1
- ☒ Check POD & POU overlap, see below - include overlapping right for exam
- ☐ Evidence of Priority - if none, talk with claimant N/A

CLAIMANT INFORMATION - verify contact information is complete

Claim No(s) 63-09103C

Owner: Sylvie-Anne & Lee Whiting Phone No. (208) 939-3565

Current Address: 3125 W. Homer

- ☐ No change NAME IS THE SAME
- ☒ NEW OWNER Gary & Heather Minges
- ☒ No change Address
- ☐ NEW ADDRESS
- ☒ How long owned property? 1/16/04

Accompanied by: N/A

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: 3/31/1977

(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: Government lot 1
- ☐ If different, when did POD change?

The Well Driller's Report is incorrect - the location of the well is listed as the 8WSW, S31 & it should be the 8WNW, S31.

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
	L1								

Description of diverting works

Steel-encased 6-inch diameter well, approximately
190 feet in depth.

OVERLAP REVIEW

Other water rights with the same point of diversion: 63-3111, 63-9247, 63-9970

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

63-3111 is a different well (see map). All are separate POb's.
No overlap.

WATER USES☒ No change☐ Different Uses

Season of use is 3/1 to 11/15.

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

TOTAL VOLUME – Groundwater only☐ 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:**

(None)

☒ No change☐ Changes Exam found: Domestic # of homes _____ Stock # _____

Types _____ Additional comments: _____

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

Parcel No: R3533200100.

* the POU in the Transfer # ^{#5395} the Notice of Claim are incorrect - they incorrectly list 2 acres in NWNW, S31 and 3 acres in NENE, S36. All 5 acres are in the NWNW, S31 only. However, the lot #, Blk. #, and subdivision are correct on the Transfer, etc.

Place of Use			NE				NW				SW				SE				Totals
TWP	RGE	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	1E	31						5											5
								L1											

Overlap with other water rights: 63-3111

* Cannot tell if Farmer's

63-9247, 63-9870

Does overlap increase rate of flow, volume, additional acres, different source for same acres? Explain:

Separate places of use - no overlap.

Union
Ditch Co.
water
is
used.
(See Contr.
Memo, dated
8/8/05).

Delivery System Narrative:

Sprinkler system. See Field Report.

Well or Diversion Identification No GPS ID	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge size

FLOW MEASUREMENTS: N/A - licensed.

Attach appropriate documents

NARRATIVE/REMARKS/COMMENTS

(OVER)

Season of use is 3/1 to 11/15.

Place of use is also known as Lot 5, Block 3,
Heather Haven Estates.

This claim is a portion of Transfer 5395 approved 7/1/99.

Parcel # R35 33200100.

AFTER EXAM THE FILE SHOULD CONTAIN:

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

DATE EXAM CONDUCTED: 8-8-05 (in office)

FIELD EXAMINER: Kimberly Brown

⊛ There is an error associated with the place of use. The POU on the Notice of Claim and Transfer No. 5395 are incorrect. The POU is incorrectly divided into the NW¹/₄, S31 (2 AC) & the NE¹/₄, S36 (3 acres), when in actuality, all 5 Acres are located in the NW¹/₄, S31 only. However, the lot #, Block #, and subdivision are correct on the Transfer. (See Subdivision map with comments, dated 8/8/05).
[attached]

HEATHER HAVEN ESTATES BLOCK 3

8/8/05

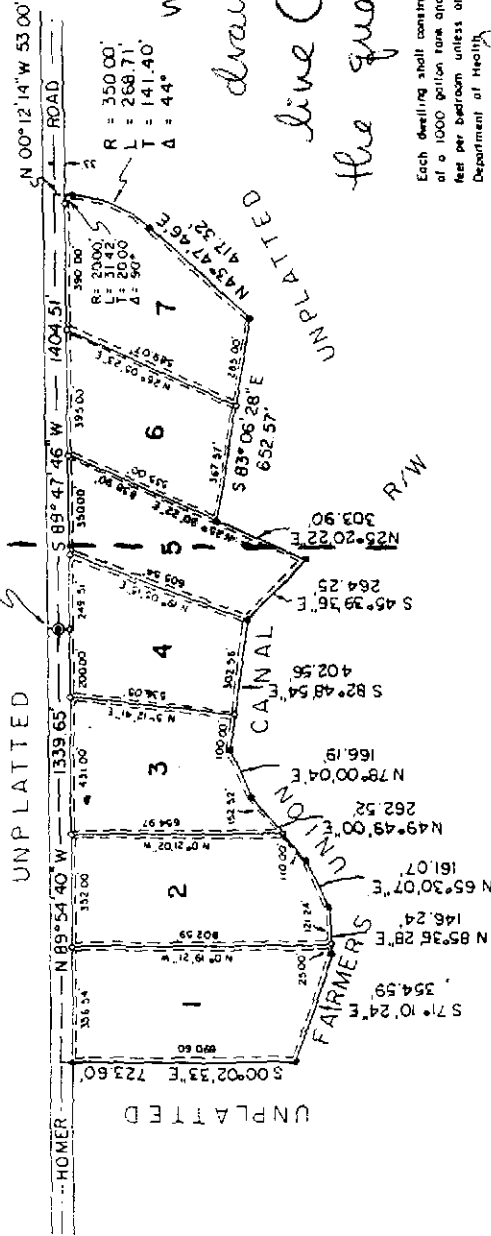
A PORTION OF THE NE $\frac{1}{4}$ OF SEC. 36, T.5N., R.1W. B.M.
AND THE NW $\frac{1}{4}$ OF SEC. 31, T.5N., R.1E. B.M.
ADA COUNTY, IDAHO
1973

This grid may have
been the cause of
the POE being
inappropriately placed in
the NENE, the
reader may have
mistakenly
placed the
quarter line
where I have
drawn the red
line (---), but
the quarter line is

W 1:11 is a reproducible reproduction of that on
the original G.S. or surveyor's office, the
commissary assumes no liability for variation, if any, with
another or re-survey.

25/30
36/31

0 300 600 900 1200
FEET



LEGEND

- POINT OF BEGINNING
- 5/8" x 30" Steel Pin
- 1/2" x 24" Steel Pin
- 2 LOT NUMBER
- 10' UTILITY EASEMENT

Each dwelling shall construct a septic system consisting
of a 1000 gallon tank and a drain field of 300 square
feet per bedroom unless otherwise approved by the
Department of Health.

actually located where I
have drawn the pink
line(). -Kimberly

ALLRED & DUNN ENGINEERS Brown
11530 Wildrose Court
Boise, Idaho

MEMORANDUM

RE: Snake River Basin Adjudication Water Right Nos. A63-9103C

August 16, 2005

I sent a message to Lori Graves, the agent that worked on Transfer No. 5395, to alert her to the fact that an Amended Transfer may be necessary to correct the error associated with the place of use (refer to the Adjudication Field Report, dated 1/12/04). I also left a copy of the Heather Haven Estates map that was submitted with the transfer on her desk; the map which I believe is the cause of this error.

August 17, 2005

Lori Graves stopped by my desk to look at the file and realized that an Amended Transfer is not necessary, since the adjudication recommendation will essentially “trump” the transfer and #7. of the Conditions of Approval And Remarks on Transfer No. 5395 state, “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.”

Kimberly Brown
Senior Water Resource Agent
Western Region

CONVERSATION MEMORANDUM

RE: Snake River Basin Adjudication Water Right No. A63-9103C

August 8, 2005

I called Farmer's Union Ditch Company (#345-2510) in order to find out if the Mingus family uses Farmer's Union water to irrigate their 5 acres. According to the man that answered the telephone, they do not use Farmer's Union water.

Kimberly Brown
Senior Water Resource Agent
Western Region

**Property Details for Parcel R3533200100 and Year 2006**[Back to Parcel Search](#)

Ada County Assessor

Parcel: R3533200100
Year: 2006
Zone Code: RUT
Total Acres: 4.713
Tax Code Area: 270
Property Description:
LOT 5 BLK 3
HEATHER HAVEN EST BLK 3



Address: 3125 W HOMER RD EAGLE , ID 83616
Subdivision: HEATHER HAVEN ESTATES BLK 03
Land Group Type: SUB
Township/Range/Section: 5N1W36

Valuation Details

Parcel valuation details not available for this year

Valuation History

Year	Value
2005	\$387,200
2004	\$371,700
2003	\$363,700
2002	\$329,000
2001	\$321,500
2000	\$321,500

No Tax Districts Found

Characteristics[Land](#)[Residential](#)



Ada County Assessor Land Records/GIS

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Land Characteristics

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Residential Acres: 4.713
Commercial Acres: 0.0
Other Acres Acres: 0.0
Street: None
Utility: None
Water Source:
Sewer: None
SideWalks: N
Curb-Gutters: N
Topography:
View:
Water Influence: 3
Water Frontage Feet: 0
Corner: N

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Residential Characteristics

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Year Built:	1981
Year Remodel:	0
Effective Age:	0
Construction Class:	4
Number of Bedrooms:	7
Number of Bathrooms:	3.0
Number of FirePlaces:	1
Air Conditioning:	Y
Car Storage Sq Ft #1:	484
Car Storage Sq Ft #2:	1260
General Purpose Building Sq Ft:	0
Porch Sq Ft:	1136
Deck Sq Ft:	0
Deck Covered:	N
Patio Sq Ft:	0
Patio Covered:	N
Pool Sq Ft:	846
Total Sq Ft:	3476
Main Floor Sq Ft:	1738
Upper Floor Sq Ft:	0
Finished Lower Floor Sq Ft:	0
Unfinished Lower Floor Sq Ft:	0
Finished Basement Floor Sq Ft:	1738
Unfinished Basement Floor Sq Ft:	0
Finished Attic Sq Ft:	0
Unfinished Attic Sq Ft:	0

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overlap review -

IDAHO DEPARTMENT OF WATER RESOURCES ADJUDICATION CLAIM POU REVIEW REPORT ADJUDICATION CLAIM NUMBER: 63-9103C

08/08/2005

1

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
~~2406~~	~~Claim~~	~~05N~~	~~01E~~	~~31~~	~~NW~~	~~NW~~		~~IRRIGATION~~	~~4/29248~~	~~DRAINAGE DIST NO 2~~
~~1103C~~	~~Claim~~	~~05N~~	~~01E~~	~~31~~	~~NW~~	~~NW~~		~~IRRIGATION~~	~~2/5~~	~~HEATHER L MINGUS~~
9247	Claim	05N	01E	31	NW	NW		IRRIGATION	5/5	JOEY VANDORN
9970	Claim	05N	01E	31	NW	NW		IRRIGATION	5/5	DENNIS J. REDFERN
~~2406~~	~~Water Right~~	~~05N~~	~~01E~~	~~31~~	~~NW~~	~~NW~~		~~IRRIGATION~~	~~4/29248~~	~~DRAINAGE DIST NO 2~~
~~1103C~~	~~Water Right~~	~~05N~~	~~01E~~	~~31~~	~~NW~~	~~NW~~		~~IRRIGATION~~	~~2/5~~	~~LISA K GRAY~~
9247	Water Right	05N	01E	31	NW	NW		IRRIGATION	5/5	JOEY VANDORN
9970	Water Right	05N	01E	31	NW	NW		IRRIGATION	5/5	JAMES A BOOTHE
120G	Claim	05N	01E	31	NW	NW	1	IRRIGATION	20/8394	FARMERS UNION DITCH CO LTD
123C	Claim	05N	01E	31	NW	NW	1	IRRIGATION	20/8394	FARMERS UNION DITCH CO LTD
124Q	Claim	05N	01E	31	NW	NW	1	IRRIGATION	20/8394	FARMERS UNION DITCH CO LTD
125J	Claim	05N	01E	31	NW	NW	1	IRRIGATION	20/8394	FARMERS UNION DITCH CO LTD
126F	Claim	05N	01E	31	NW	NW	1	IRRIGATION	20/8394	FARMERS UNION DITCH CO LTD
164E	Claim	05N	01E	31	NW	NW	1	IRRIGATION	20/8394	FARMERS UNION DITCH CO LTD
165M	Claim	05N	01E	31	NW	NW	1	IRRIGATION	20/8394	FARMERS UNION DITCH CO LTD
98AG	Claim	05N	01E	31	NW	NW	1	IRRIGATION	20/8394	FARMERS UNION DITCH CO LTD
-248	Claim	05N	01E	31	NW	NW	1	IRRIGATION	20/8394	FARMERS UNION DITCH CO LTD
-297	Claim	05N	01E	31	NW	NW	1	IRRIGATION	20/8394	FARMERS UNION DITCH CO LTD
21729	Claim	05N	01E	31	NW	NW	1	IRRIGATION	20/8394	FARMERS UNION DITCH CO LTD
21730	Claim	05N	01E	31	NW	NW	1	IRRIGATION	20/8394	FARMERS UNION DITCH CO LTD
120G	Claim	05N	01W	36	NE	NE		IRRIGATION	12/8394	FARMERS UNION DITCH CO LTD
123C	Claim	05N	01W	36	NE	NE		IRRIGATION	12/8394	FARMERS UNION DITCH CO LTD
124Q	Claim	05N	01W	36	NE	NE		IRRIGATION	12/8394	FARMERS UNION DITCH CO LTD
125J	Claim	05N	01W	36	NE	NE		IRRIGATION	12/8394	FARMERS UNION DITCH CO LTD
126F	Claim	05N	01W	36	NE	NE		IRRIGATION	12/8394	FARMERS UNION DITCH CO LTD
164E	Claim	05N	01W	36	NE	NE		IRRIGATION	12/8394	FARMERS UNION DITCH CO LTD
165M	Claim	05N	01W	36	NE	NE		IRRIGATION	12/8394	FARMERS UNION DITCH CO LTD
98AG	Claim	05N	01W	36	NE	NE		IRRIGATION	12/8394	FARMERS UNION DITCH CO LTD

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-9103C

08/08/2005

2

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
-248	Claim	05N	01W	36	NE	NE		IRRIGATION	12/8394	FARMERS UNION DITCH CO LTD
-297	Claim	05N	01W	36	NE	NE		IRRIGATION	12/8394	FARMERS UNION DITCH CO LTD
2406	Claim	05N	01W	36	NE	NE		IRRIGATION	20/29248	DRAINAGE DIST NO 2
~~1103C~~	~~Claim~~	~~05N~~	~~01W~~	~~36~~	~~NE~~	~~NE~~		~~IRRIGATION~~	~~3/5~~	~~HEATHER L MINOUS~~
21729	Claim	05N	01W	36	NE	NE		IRRIGATION	12/8394	FARMERS UNION DITCH CO LTD
21730	Claim	05N	01W	36	NE	NE		IRRIGATION	12/8394	FARMERS UNION DITCH CO LTD
2406	Water Right	05N	01W	36	NE	NE		IRRIGATION	20/29248	DRAINAGE DIST NO 2
~~1103C~~	~~Water Right~~	~~05N~~	~~01W~~	~~36~~	~~NE~~	~~NE~~		~~IRRIGATION~~	~~3/5~~	~~LISA K GRAY~~

overlap review -

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POD REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-9103C

08/08/2005

1

ater Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Source	Name
~~63-9103C~~	~~Claim~~	~~05N~~	~~01E~~	~~31~~	~~NW~~	~~NW~~		~~GROUND WATER~~	~~HEATHER J. MINGUS~~
63-9247	Claim	05N	01E	31	NW	NW		GROUND WATER	JOEY VANDORN
63-9970	Claim	05N	01E	31	NW	NW		GROUND WATER	DENNIS J. REDFERN
63-31111	Claim	05N	01E	31	NW	NW	<i>separate POD</i>	<i>domestic use</i> GROUND WATER	GARY K MINGUS
~~63-9103C~~	~~Water Right~~	~~05N~~	~~01E~~	~~31~~	~~NW~~	~~NW~~		~~GROUND WATER~~	~~LISA K GRAY~~
63-9247	Water Right	05N	01E	31	NW	NW		GROUND WATER	JOEY VANDORN
63-9970	Water Right	05N	01E	31	NW	NW		GROUND WATER	JAMES A BOOTHE

different PODs -
no overlap.

Receipt Details for ID W024825

Status	Adjustment Type	Version
	Water Right Receipt	1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
2/23/1999 12:58:28 PM	2/23/1999	Western	\$73.00	Check
Payer		KAYDEN, LEONARD		

Account Information:

Check #	Account #	Credit Card Name	Authorization #
1574			
Card Expiration Date	Credit Card Transaction #		

Comment CLAIM TO A WATER RIGHT

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$73.00	CLAIM TO A WATER RIGHT	41503	337	0	0	1155

Refund(s):

Amount	Payee	Date	Document Number
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Water Right Information:

Basin Number	Sequence Number	Split Suffix	Amount	Type
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Print Report

CONVERSATION MEMORANDUM

RE: Snake River Basin Adjudication Water Right No. A63-09103C

February 26, 2004

During my review of this claim, I found that all of the claimed 5 acres (specifically Lot 5, Blk 3 of Heather Haven Estates) are located in the NWNW, Sec. 31 only. Nothing of the claimed acres lies within the NENE, Sec. 36. Therefore, the place of use listed in Transfer No. 5395 and the subsequent 1999 Notice of Claim are incorrect since all 5 acres of Lot 5, Blk 3 of Heather Haven Estates are located solely in the NWNW of Section 31. The 1987 NAPP shape file and the plat maps submitted by the claimant, which depict the location of the POD and the POU, all verify this fact.

Kimberly Brown
Senior Water Resource Agent
Western Region



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

February 26, 2004

GARY K MINGUS
HEATHER L MINGUS
3125 W HOMER RD
EAGLE ID 83616

Re: Notice of Claim to a Water Right No. 63-31111 & 63-9103C

Dear Claimant(s):

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

Please note that the enclosed Notice of Claim to a Water Right is not a final determination of your water right. This claim was filed during claims taking in the Snake River Basin Adjudication (SRBA) and has not yet been verified by this Department. Water rights are established and maintained by beneficial use of water for the uses designated on this claim form dating back to the priority date listed. This claim will be investigated, verified and recommended to the SRBA Court for court decree sometime in the near future. You will be notified prior to the beginning of any verification of this water right.

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 Buffington
Office Specialist 1
Adjudication Section
Western Region Office

DB: db

Enclosure

ELAM & BURKE
A Professional Association
ATTORNEYS AND COUNSELORS AT LAW
Established in 1928

KEY FINANCIAL CENTER
702 WEST IDAHO
POST OFFICE BOX 1539
BOISE, IDAHO 83701

ANGELA D. SCHAER

RECEIVED
JAN 05 2000
Department of Water Resources

TELEPHONE
208-343-5454

FACSIMILE
208-384-5844

E-mail: ads@elamburke.com

January 4, 2000

Adjudication Bureau
Idaho Department of Water Resources
1301 North Orchard
Boise, ID 83706

RECEIVED

JAN 07 2000

WATER RESOURCES
WESTERN REGION

Re: SRBA Claim No. 63-09103C

To Whom it May Concern:

Enclosed please find a Notice of Claim to a Water Right Acquired Under State Law for the above-referenced water right, in the name Lee J. and Sylvie-Anne B. Whiting. We ask that you would accept the Notice of Claim for filing in the Snake River Basin Adjudication. I have also enclosed a copy of the Notice of Claim for to be received-stamped and returned to this office in the enclosed self-addressed stamped envelope.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

ELAM & BURKE
A Professional Association


Angela D. Schaer

ADS:thm G:\Thm\WPDATA\7457\00003-idwr.wpd

cc: Clients

ELAM & BURKE
A Professional Association
ATTORNEYS AND COUNSELORS AT LAW
Established in 1928

KEY FINANCIAL CENTER
702 WEST IDAHO
POST OFFICE BOX 1539
BOISE, IDAHO 83701

TELEPHONE
208-343-5454

FACSIMILE
208-384-5844

ANGELA D. SCHAEER

E-mail: ads@elamburke.com

September 8, 1999

Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise ID 83705-5082

RECEIVED
SEP 09 1999
WATER RESOURCES
WESTERN REGION

Attn: Denise

Re: Notices of Change of Ownership

Dear Denise:

Enclosed please find for filing two Notices of Change of Ownership for Water Right Number 63-09103C. This water right was recently the subject of a transfer, and was split. However, at the time that the water right transfer was approved, and the split occurred, no Notice of Change of Ownership from Lisa Gray to Ronald and Frances Asche was filed. Also subsequent to that time, my clients, the Whitings, purchased property from the Asches, including the water right.

We are filing these Notices of Change of Ownership to ensure that the chain of title as to the water right is complete. If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,

ELAM & BURKE
A Professional Association

Angela D. Schaer
Angela D. Schaer

ADS:pw G:\Thm\WPDATA\7557\9001\idwr.wpd
Enclosures

cc: Lee and Sylvie-Anne Whiting (w/ enc.)