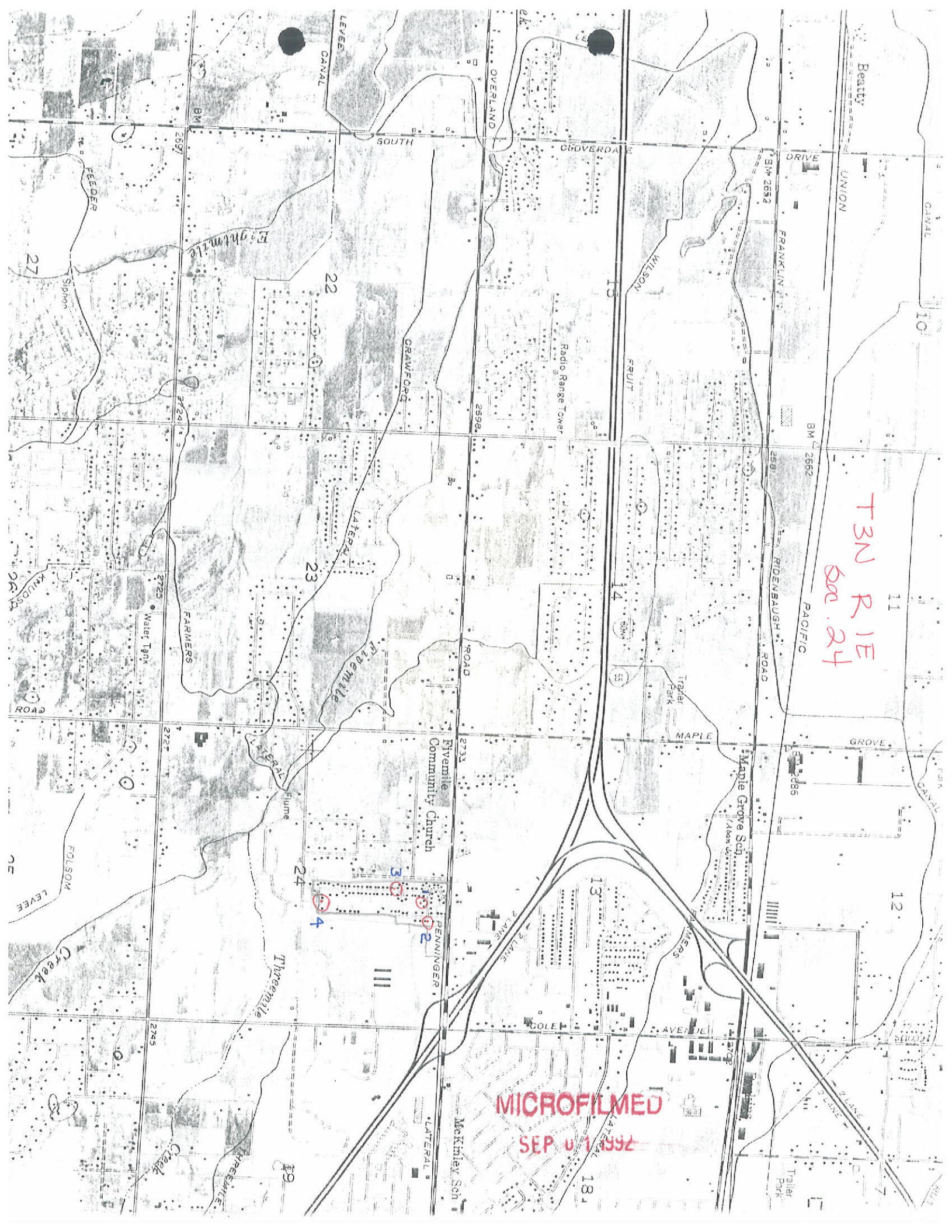




T3N R1E
Sec. 24

MICROFILMED
SEP 6 1992

Receipt Details for ID C010861

Status	Adjustment Type	Version
	Adjusted Receipt	1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
9/5/1989 2:14:35 PM	9/5/1989	State	\$202.00	Check
Payer: TERRA GRANDE WATER CO.				

Account Information:

Check #	Account #	Credit Card Name	Authorization #
1544			
Card Expiration Date	Credit Card Transaction #		

Comment ADJUDICATION FEE ELKS REH.;CHILD;TERRA G

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$202.00	ADJUDICATION FEE ELKS REH.;CHILD;TERRA G	410162	9337	00		6490

Refund(s):

Amount	Payee	Date	Document Number
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Water Right Information:

Basin Number	Sequence Number	Split Suffix	Amount	Type
63	18443		\$125.00	Claim
63	18438		\$25.00	Claim
63	22910		\$52.00	Claim

[Print Report](#)



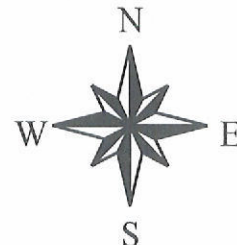
State of Idaho
Idaho Department of Water Resources
Western Region

T3N R1E SECTION 24
Water Right (s): 63-18443



1320 0 1320 2640 3960 Feet

IRRIGATED ACRES = 8



- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines

GIS Place of Use Illustration
1987 NAPP Photography
Prepared By: Vicky Music
Date: April 2005



*South east most
house in subdivision*

Land Records
[\[Previous Search\]](#) [\[New Search\]](#) [\[Print View\]](#)
Property Details for Parcel R8378000325

- [Main Page](#)
- [Property Search](#)
- [Online Map](#)
- [Contact Us](#)
- [Disclaimer](#)
- [Help Index](#)
- [FAQ](#)
- [About Us](#)
- [Image Documents](#)
- [Old interactive map](#)

General Information

Property Acres: 0.340
Zone Code: R8M
Primary Code Area: 120 Tax Districts
Group Type: SUB
Subdivision: TERRA GRANDE PARK SUB
Section: 3N1E24

**Property Description**

LOT 16 EXC W 75'
 BLK 2
 TERRA GRANDE PARK #1
 #99011439

Property Address

2111 S ASH PARK LN
 BOISE, ID 83709

[Click to View Interactive Map](#)
Assessor Links

- [Assessor Main Page](#)
- [Administration](#)
- [Information](#)
- [Appraisal](#)
- [Exemptions and Reductions](#)
- [Motor Vehicles](#)
- [Levy Rates](#)

Parcel Valuation Details

Assessment Roll	State Category Code	Acreage	Assessed Value	Valuation Method
Primary	150-RES SUB LOT	0.340	\$42,000	MARKET
Primary	370-RES IMPROVEMENT	0.000	\$66,700	COST

Total Assessed Value: \$108,700

Parcel Valuation History

Assessed value for year 2004 \$108,700
Assessed value for year 2003 \$95,500
Assessed value for year 2002 \$88,600
Assessed value for year 2001 \$85,100
Assessed value for year 2000 \$85,100

Ada County Links

- [Ada County Home Page](#)
- [Commissioners](#)
- [Treasurer](#)
- [Clerk/Auditor/Recorder](#)
- [Development Services](#)
- [Human Resources](#)

Property Characteristics

Residential
 Land

[\[Previous Search\]](#) [\[New Search\]](#) [\[Print View\]](#)

[Contact Us](#) | [Help Index](#) | [Disclaimer](#) | [About Us](#)

18

13	18
24	19

19 ac. in 1064

DROPPED

112 (150 ft)

0.3 out

DNAL

37

DHT-3DD-7b

Idaho Department of Water Resources

Claim Number: 63-18443
Legal: T03N, R01E, S24
Reviewed By:

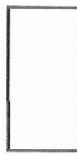
● Point of Diversion



Place of Use

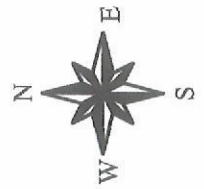


Section Lines



Quarter Quarter Lines

1987 Napp Photo



0 0.25 0.5 Miles

I think all wells
were installed < 1964

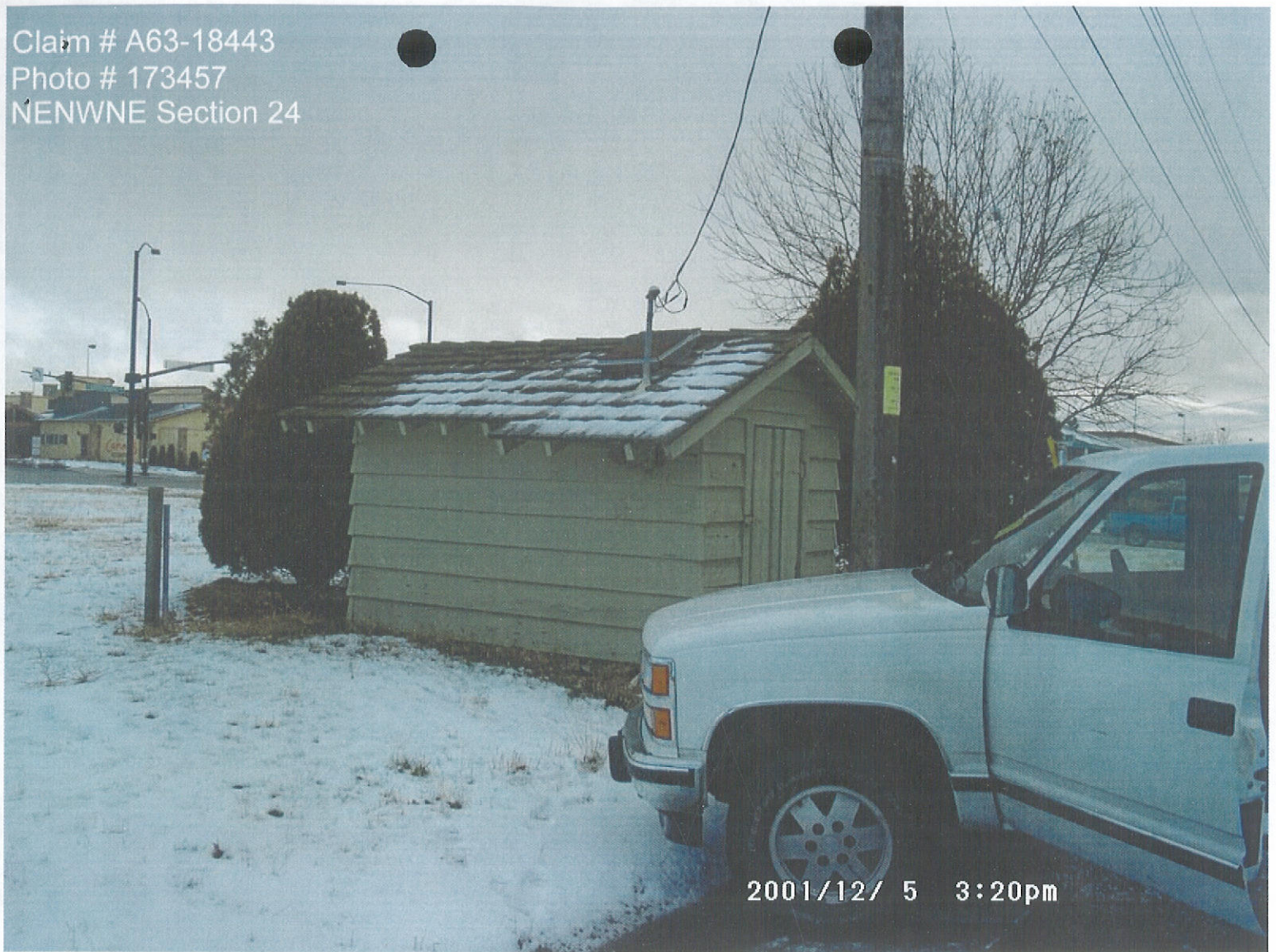
well bored by
contractor - 1964.

drilled by
contractor





Claim # A63-18443
Photo # 173457
NENWNE Section 24



2001/12/ 5 3:20pm

Claim # A63-18443
Photo # 173458
NWNWNE Section 24



2001/12/ 5 3:58pm

Claim # A63-18443
Photo # 173460
SWSWNE Section 24



2001/12/ 5 3:42pm

Claim # 63-18443
Photo # 173459
SWNWNE Section 24



2001/12/ 5 3:48pm

Idaho Department of Water Resources

Claim Number: 63-18443
Legal: T03N, R01E, S24
Reviewed By:

● Point of Diversion



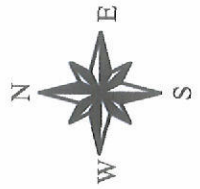
Place of Use



Section Lines



Quarter Quarter Lines



1987 Napp Photo



0 0.25 0.5 Miles

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: A63-18443
Date Received: 9/05/1989
Receipt No: 0010861
Received By: RAH

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BARBARA JEAN CHESTER CHILD 208-585-3744
Address: DBA TERRA GRANDE WATER COMPANY
P.O. BOX 7112
BOISE, ID 83707

2. Date of Priority: NOV 04, 1959

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03N	01E	24	NE	NW	NE		ADA
			NW	NW	NE		ADA
			SW	NW	NE		ADA
			SW	SW	NE		ADA

5. Description of diverting works:
4 WELLS, SEE REMARKS FOR INDIVIDUAL SPECIFICATIONS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.500		
IRRIGATION	03/15	11/15	0.500		

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

8. Total consumptive use is 87.5 Acre Feet Per Annum.

9. Non-irrigation uses:
D/ 112 HOMES/MOBILE HOMES

A63-18443

Page 1

Date: 09/05/89
MICROFILMED
SEP 01 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	01E	24	NW	NE		IRR	15.0
			NW	NE		DOMEST	
			SW	NE		IRR	10.0
			SW	NE		DOMEST	
						Section Acres	25.0
						Total Acres	25.0

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:
NONE

14. Remarks:

TERRA GRANDE WATER COMPANY SERVICES THE PIONEER PARK SUBDIVISION.
#5 CONTD: (SEE ATTACHED MAP FOR WELL NUMBERS
#1- 250' DEEP, 15 HP PUMP, 16" CASING
#2- 128' DEEP, 5 HP PUMP, 6" CASING
#3- 164' DEEP, 7-1/2 HP PUMP, 6" CASING
#4- 115' DEEP, 5 HP PUMP, 6" CASING

15. Basis of Claim: BENEFICIAL USE

MICROFILMED
SEP 01 1992

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: 1 (map)

For Individuals:

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

Signature of Claimant(s): Barbara Jean Chester Child Date: 9-5-89
Lak Terra Grande Water Co. Date:

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 5th day
of September 19 89 Helen Harrington
Notary Public

Seal

Residing at Helen Harrington, Notary Public
Residing at Boise, Idaho
My Commission Expires December 1, 1994

05/31/2005

RECEIVED

JUL 12 2005

DEPARTMENT OF
WATER RESOURCES

NOTICE OF ERROR

REPLY

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: July 15, 2005

Water right number: 63-18443

BARBARA JEAN CHESTER CHILD
DBA TERRA GRANDE WATER CO
PO BOX 7112
BOISE ID 83707
Telephone Number: (208)585-3744

RECEIVED

JUL 13 2005

WATER RESOURCES
WESTERN REGION

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:

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

DATE: 7-10-05

SIGNATURE:

Barbara Jean Chester Child

Please print your name:

Barbara Jean Chester Child

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

SCANNED

JUL 12 2005

05/31/2005

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

RIGHT NUMBER: 63-18443

NAME AND ADDRESS: BARBARA JEAN CHESTER CHILD
DBA TERRA GRANDE WATER CO
PO BOX 7112
BOISE ID 83707

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.000 CFS
36.00 AFY

PRIORITY DATE: 11/04/1959

POINT OF DIVERSION:

T03N R01E S24 NWNE Within ADA County
T03N R01E S24 NWNE Within ADA County
T03N R01E S24 NWNE Within ADA County
T03N R01E S24 SWNE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.160 CFS 36.00 AFY
DOMESTIC	01/01 12/31	0.840 CFS

Domestic use is for 112 homes and does not include lawn, garden, landscape, or other types of irrigation.

PLACE OF USE: IRRIGATION Within ADA County

T03N R01E S24	NWNE	7.0	T03N R01E S24	SWNE	1.0
---------------	------	-----	---------------	------	-----

DOMESTIC Within ADA County

T03N R01E S24	NWNE	T03N R01E S24	SWNE
---------------	------	---------------	------

8 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.

The quantity of water decreed for this water right for domestic use is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Right includes accomplished change in purpose of use pursuant to Section 42-1425, Idaho Code.

PODS - 4 wells

NENWNE 1 well

NWNWNE 1 well

SWNWNE 1 well

SWSWNE 1 well



T3N R1E
Sec 24

MICROFILMED
SEP 6 1992

Receipt Details for ID C010861

Status	Adjustment Type	Version
	Adjusted Receipt	1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
9/5/1989 2:14:35 PM	09/05/1989	State	\$202.00	Check
Payer: TILLY & GRANDE WATER CO.				

Account Information:

Check #	Account #	Credit Card Name	Authorization #
1544			
Card Expiration Date	Card Transaction #		

Comment: ADJUDICATION FEE REH.;CHILD;TERRA G

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$202.00	ADJUDICATION FEE REH.;CHILD;TERRA G	410162	9337	00		6490

Refund(s):

Amount	Payee	Date	Document Number
--------	-------	------	-----------------

Water Right Information:

Basin Number	Sequence Number	Split Suffix	Amount	Type
63	18443		\$125.00	Claim
63	18438		\$25.00	Claim
63	22910		\$52.00	Claim

Print Report

04/25/2005

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

RIGHT NUMBER: 63-18443

NAME AND ADDRESS: BARBARA JEAN CHESTER CHILD
DBA TERRA GRANDE WATER CO
PO BOX 7112
BOISE ID 83707

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.000 CFS
36.000 AFY

PRIORITY DATE: 11/04/1959

POINT OF DIVERSION:

T03N R01E S24 NWNE Within ADA County
T03N R01E S24 NWNE Within ADA County
T03N R01E S24 NWNE Within ADA County
T03N R01E S24 SWNE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.160 CFS 36.00 AFY
DOMESTIC	01/01 12/31	0.840 CFS

Domestic use is for 112 homes and does not include lawn, garden, landscape, or other types of irrigation.

PLACE OF USE: IRRIGATION Within ADA County

T03N R01E S24 NWNE 7.0 T03N R01E S24 SWNE 1.0

DOMESTIC Within ADA County

T03N R01E S24 NWNE T03N R01E S24 SWNE

8 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.

The quantity of water decreed for this water right for domestic use is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: Beneficial Use

Right includes accomplished change in purpose of use pursuant to Section 42-1425, Idaho Code.



State of Idaho
Idaho Department of Water Resources
Western Region

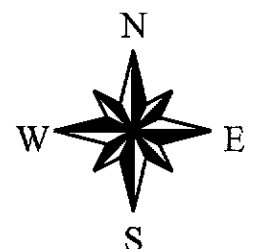
T3N R1E SECTION 24
Water Right (s): 63-18443



1320 0 1320 2640 3960 Feet



IRRIGATED ACRES = 8



- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines

GIS Place of Use Illustration
1987 NAPP Photography
Prepared By: Vicky Music
Date: April 2005

BATT & FISHER

A LIMITED LIABILITY PARTNERSHIP

John R. Hammond Jr.

e-mail: jrh@battfisher.com

April 13, 2005

Vicky L. Music
Water Resource Agent
Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, Idaho 83705-5082

RE: *Evidence of Priority for Terra Grande Water Right*

Dear: Ms. Music:

This letter and accompanying documents are in response to your February 28, 2005, correspondence to Barbara Child regarding the priority date of the water right for the Terra Grande Water Company in south Boise. Previously, Mrs. Child submitted information to the Idaho Department of Water Resources ("IDWR") to establish her water right. *See IDWR Adjudication Claim Report*, Water Right No. 63-18443, attached as Exhibit "A." Through this correspondence, Mrs. Child's Affidavit and attached records we believe there is good evidence to show the "beneficial use" of ground water by Terra Grande Water Company prior to March 25, 1963, which was the effective date of the statute codifying the only authorized method for ground water appropriations. *See Idaho Code* § 42-229.

A. Background

Terra Grande is a public utility water corporation within the meaning of the Idaho Public Utility Law, is duly organized under the laws of the State of Idaho, and is engaged in conducting a general water business in Boise, Idaho. *See generally Idaho Code* §§ 61-125 & 61-129. The Company has provided water service to the Terra Grande Subdivision for over 50 years. Currently, the Company has 117 residential connections that use water for domestic and irrigation uses. This Subdivision is located south of Overland Road, east of Milwaukee Street, north of Targee Street and west of South Ash Park Lane in Boise. Additionally, for a period of time Terra Grande was required to service the area that is now the Edward's Theatre Complex. Terra Grande's current Certificate of Public Convenience and Necessity, No. 429 is on file with the Idaho Public Utilities Commission.

Barbara Child and her former husband purchased the Terra Grande Water Company in 1969 as shown in the attached Exhibit "B." In 1975, through a Judgment and Decree of Divorce attached as Exhibit "C," Mrs. Child was awarded the Water Company as her sole and separate property.

As you are aware, Barbara Child previously submitted a claim for a 1 CFS water right for Terra Grande, that is 0.5 CFS for irrigation and 0.5 CFS for domestic use with an asserted priority date of November 4, 1959. In her claim, Mrs. Child made reference to the four wells which she uses to supply water to the customers of Terra Grande. The location of these wells was described in her claim as follows.

1. NE1/4NW1/4NE1/4 Section 24, Township 03N, Range 1E
2. SW1/4SW1/4NE1/4 Section 24, Township 03N, Range 1E
3. SW1/4NW1/4NE1/4 Section 24, Township 03N, Range 1E
4. NW1/4NW1/4NE1/4 Section 24, Township 03N, Range 1E

Exhibit "A." Notwithstanding Mrs. Child's claim, IDWR's recommendation for Terra Grande's water right is lower with the stated reason being that there is a lack of evidence on file concerning the scope of this system. According to the *Adjudication Recommended Right Report* IDWR has recommended that a total diversion of .52 CFS (.2 CFS for irrigation and .32 for domestic) be decreed. We believe that this letter and accompanying documents provides the additional evidence needed for IDWR to amend its recommendation to the full 1 CFS water right that Mrs. Child claims should be decreed for the Terra Grande Water Company.

B. Terra Grande Water System Pre-March 25, 1963

Through review of relevant records from the Idaho Department of Environmental Quality ("DEQ") regarding Terra Grande Water Company we have obtained four well driller's reports, all with dates prior to March 25, 1963. Copies of our public records request, DEQ's response and the four reports are attached collectively as Exhibit "D." A summary of the details of these reports are provided in the table below:

Owner of Well	Well Driller	Location of Well	Completion of Well
Real Estate Sales Corporation	F.J. Clayville	Sec. 24, 3N, 1E, Terra Grande Park #1, Block 2, Lots 2,3 & 28, Ada County.	November 16, 1956
Real Estate Sales Corporation	F.J. Clayville	Sec. 24, 3N, 1E, Terra Grande Park #1, Block 2 Lot 17, Ada County.	August 7, 1957
Glenn C. Conrad	Henry L. Johnson	Sec. 24, 3N, 1E, Terra Grande Park #1, Block 1, Lot 29, Ada County.	November 14, 1957
Eagleson Company	F.J. Clayville	Sec. 24, 3N, 1E, Terra Grande Park #1, Block 6, Lot 5, Ada County.	December 31, 1958

IDWR's online records contain these same well driller's reports and have been attached as Exhibit "E." Mrs. Child confirms that these wells are the same which have been used to supply Terra Grande Water Company's customers with water service during her ownership. See Affidavit. Mrs. Child's filed claim also references these same four wells. In addition, we have obtained power records from Idaho Power Company which demonstrate that each of these wells were connected to the grid and operating prior to March 25, 1963. Attached as Exhibit "F."

In an effort to provide you the most information possible concerning the existence of this water company, we have also included Exhibits "G" & "H." Exhibit "G" is a certificate of protective covenants concerning the Terra Grande Park Subdivision dated September 21, 1958. Subsection (g) of this document generally addresses the Water System:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

Exhibit "H" is a Trust Deed, made on January 4, 1959 between the Real Estate Sales Corporation (the grantor) and First Security Bank of Idaho concerning the Pioneer Park Subdivision (Terra Grande). The Trust Deed describes the Terra Grande's water system as follows:

Grantor is the owner of certain property, (hereinafter more particularly described [as the Terra Grande Park Subdivision]) upon which there is located a well or wells and a plant, together with distribution facilities (hereinafter referred to as "water system"), for the purposes of supplying water to all properties connected or to be connected to the said water system[.]

Trust Deed at p.1 (emphasis added).¹ The Trust Deed is also explicit that it was made to ensure the operation of the water system "for the benefit of the present and future owners of all and each of the properties now or hereafter connected to the said water system[.]" thus, recognizing that it must be sufficient to provide for a growing residential community. *Id.* at p. 4a-fa. Finally, attached as Exhibit "I" is a letter from a Melvin Alsager of the Idaho Department of Public Health, dated July 5, 1960 which states in pertinent part:

Six months ago the Pioneer Park (Terra Grande) water supply was given a temporary approval by this office. Since that time an adequate and satisfactory bacteriological record has been established by the management. . . . This water supply at the present is given our approval.

Exhibit "I."

¹ The Trust Deed also references a Merchandise Purchase Conditional Sales Contract dated August 18, 1959, between H.J. Wood Co., Inc. and the Real Estate Sales Corporation where the latter purchased certain personal property which became a part of the water system. The purchase price mentioned for this personal property was \$4,746.00. Unfortunately efforts to locate this agreement or to identify the nature of this property have been unsuccessful.

Terra Grande reserves the right to supplement this evidence in the future should more facts concerning this water system be uncovered. We ask your patience with this as the system has a long history and records about it have been difficult to locate.

C. Authorities and Terra Grande's Position

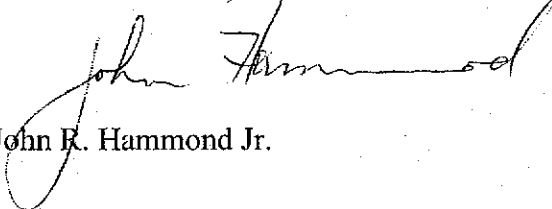
Prior to March 25, 1963 one authorized method to establish a water right was simply to divert water and apply it to a beneficial use. *See Idaho Code* § 42-229 (recognizing that prior to its effective date appropriations commenced by diversion and application to beneficial use could establish a perfected water right). It is clear from the records that we have provided to you that four wells were drilled in the Terra Grande Development prior to March 25, 1963. In addition, these records demonstrate that the water was intended to be used for a beneficial use, that is for domestic and irrigation uses for the residents of this development, as required by *Idaho Code* § 42-229 and authorities prior to it. *See also* IDAPA 37.03.08.010.06 (defining "beneficial uses"). Finally, the power records from Idaho Power Company demonstrate that the wells were operating and thus water was actually being used for beneficial uses prior to March 25, 1963.

D. Conclusion

We hope this information is sufficient to demonstrate that Mrs. Child's decreed water right should match that which she filed notice for in this Adjudication. Accordingly, we request that IDWR amend its recommendation to the full 1 CFS as claimed by Mrs. Child. If we need to provide you with further information, amend Mrs. Child's Notice of Claim, answer any questions regarding this matter or to perform any other task in order to justify IDWR supporting Mrs. Child's claim please contact me at your earliest convenience. In closing, I would like to thank you as it has been a pleasure working with you on this matter and without your assistance and insights this process would have been much more difficult.

Sincerely,

BATT & FISHER, LLP



John R. Hammond Jr.

JRH/klb
Enclosures
cc: Barbara Child

John R. Hammond, Jr., ISB No. 5470
Batt & Fisher, LLP
U.S. Bank Building
101 S. Capitol Blvd., Suite 500
P.O. Box 1308
Boise, ID 83701
208.331.1000
208.331.2400 facsimile

Attorneys for Terra Grande Water Company

IN THE MATTER OF TERRA GRANDE
WATER COMPANY'S WATER RIGHT

WATER RIGHT NO. 63-18443

**AFFIDAVIT OF
BARBARA CHILD**

STATE OF IDAHO)
) ss.
County of Ada)

Barbara Child, being first duly sworn upon oath, deposes and states:

- 1) I make this affidavit based up on my own personal knowledge.
- 2) I own and operate the Terra Grande Water Company in south Boise, Ada County,
and the said Company is incorporated under the laws of the State of Idaho.
- 3) I have been a part or sole owner of the Terra Grande Water Company since
October of 1969.
- 4) The Terra Grande Water Company has used four wells to supply water to its
customers for irrigation and domestic uses. Currently Terra Grande Water Company has 117
connections to its system.
- 5) These location of these four wells in the Terra Grande Park Subdivision is as
follows and as described in Exhibit "A":

1. NE1/4NW1/4NE1/4 Section 24, Township 03N, Range 1E
2. SW1/4SW1/4NE1/4 Section 24, Township 03N, Range 1E
3. SW1/4NW1/4NE1/4 Section 24, Township 03N, Range 1E
4. NW1/4NW1/4NE1/4 Section 24, Township 03N, Range 1E

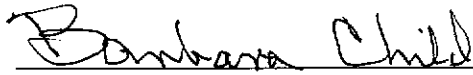
6) These are the same four wells which were in existence in 1969 when I purchased the water company with my ex-spouse.

7) The four wells are the same wells which are described by the well driller's reports obtained from the Idaho Department of Environmental Quality's files and shown in Exhibit "D" concerning the Terra Grande Water Company that all predate March 25, 1963.

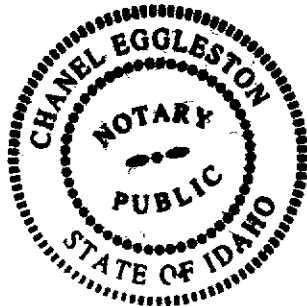
8) The four wells are also the same wells which are described in Idaho Power Company records shown in Exhibit "F", predating March 25, 1963 for the Terra Grande Water Company.

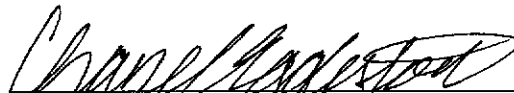
FURTHER YOUR AFFIANT SAYETH NAUGHT.

DATED this 13 day of April, 2005.


Barbara Child

SUBSCRIBED AND SWORN to before me this 13th day of April, 2005.




NOTARY PUBLIC for Idaho
Commission expires 10/13/10

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report

04/08/2005

WATER RIGHT NO. 63-18443

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BARBARA JEAN CHESTER CHILD DBA TERRA GRANDE WATER CO PO BOX 7112 BOISE, ID 83707 (208)585-3744

Priority Date: 11/04/1959

Basis: Beneficial Use

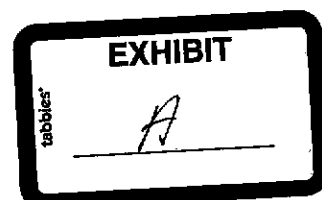
Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	3/15	11/15	0.5 CFS	
DOMESTIC	1/01	12/31	0.5 CFS	
Total Diversion			1 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NENWNE	Sec. 24	Township 03N	Range 01E	ADA County
GROUND WATER	NWNWNE	Sec. 24	Township 03N	Range 01E	ADA County
GROUND WATER	SWNWNE	Sec. 24	Township 03N	Range 01E	ADA County
GROUND WATER	SWSWNE	Sec. 24	Township 03N	Range 01E	ADA County



Place(s) of use:

Place of Use Legal Description: IRRIGATION ADA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
03N	01E	24		NWNE	15		SWNE	10						

Place of Use Legal Description: DOMESTIC ADA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
03N	01E	24		NWNE			SWNE							

Total Acres: 25

Remarks:

1.	General	TERRA GRANDE WATER COMPANY SERVICES THE PIONEER PARK SUBDIVISION. #5 CONTD: (SEE ATTACHED MAP FOR WELL NUMBERS #1- 250' DEEP, 15 HP PUMP, 16" CASING #2- 128' DEEP, 5 HP PUMP, 6" CASING #3- 164' DEEP, 7-1/2 HP PUMP, 6" CASING #4- 115' DEEP, 5 HP PUMP, 6" CASING
----	---------	--

Dates:

Licensed Date:

Claim Received Date:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:
Mitigation Plan: False

Close

Copy

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), receipt of which is hereby acknowledged, the undersigned, HORLAN'S BOISE, INC., an Idaho corporation, does hereby sell, transfer, assign and set over unto DALICE CHESTER and BARBARA CHESTER, husband and wife, all of its right, title and interest in and to that certain Trust Deed made and entered into on the 4th day of November, 1959, by and between Real Estate Sales Corporation, therein designated as Grantors, and the First Security Bank of Idaho, a National Association, therein designated as Trustee, a copy of which Trust Deed is attached hereto and by reference incorporated herein as if fully set forth hereat in haec verba, wherein said grantors did, for and in consideration of the undertakings therein set forth, provide and assure maintenance and operation of that certain water system as therein described and did therein grant and convey to said Trustee the following property:

All of its right, title and interest in and to the following described real property:

Commencing at the southeast corner of Lot 3 of Block 2 of Terre Grande Park No. 1 Subdivision as the same appears on the official plat of such Subdivision on file and of record in the office of the County Recorder of the County of Ada, State of Idaho, and running thence West along the southerly boundary of said Lot 3 a distance of 87 feet to a point, being the real point of beginning; running thence South 5 feet; thence West 16 feet; thence North 10 feet; thence East 16 feet; thence South 5 feet to the real point of beginning;

Commencing at the center of the intersection of Skillern Way and Penninger Circle Drive as such streets appear on the official plat of

SALLAZ & SCANLAN
ATTORNEYS AT LAW
317 WEST FRANKLIN STREET
BOISE, IDAHO 83702

1 Terra Grande Park No. 1 Subdivision on file
2 and of record in the office of the County
3 Recorder of the County of Ada, State of Idaho,
4 and running thence East a distance of 25 feet
5 to the east sideline of Skillern Way, being
6 the true place of beginning; thence running
7 North 6 feet; thence East 12 feet; thence
8 South 12 feet; thence West 12 feet; thence
9 North 6 feet to the point of beginning.

10 (b) The well or wells, plant, chemical treatment facilities,
11 storage and distribution facilities, including the water mains
12 and lateral lines, heretofore constructed or to be constructed,
13 including all easements incident to the ownership and operation
14 of said water system.

15 BY THESE PRESENTS, The undersigned Assignor does hereby
16 direct the said Trustee to recognize the Assignees hereinabove
17 named, to wit: Dalkie Chester and Barbara Chester, husband and
18 wife, in the same place and stead as said Trustee has recognized
19 the Assignor hereinabove named, as if these presents had not
20 been made.

21 Dated this 1st day of October, 1969.

22 HORLAN'S BOISE, INC.

23 By Russell D. Fereday
24 President

25 STATE OF IDAHO)
26 County of Ada) ss.

27 On this 2nd day of October, 1969, before me, the under-
28 signed, a Notary Public in and for said State, personally
appeared RUSSELL FEREDAY, President of Horlan's Boise, Inc.,
known to me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he executed the
same for and on behalf of said corporation.

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

James E. Scanlan
Notary Public for Idaho
Residing at Boise, Idaho

Copy

CONTRACT OF SALE

THIS AGREEMENT, Made and entered into this 1st day of October, 1969, by and between MORLAN'S BOISE, INC., an Idaho corporation, hereinafter called "Seller", and DALICE CHESTER and BARBARA CHESTER, husband and wife, of Boise, Ada County, Idaho, hereinafter called "Buyers",

WITNESSETH:

That for and in consideration of the terms and conditions contained herein, Seller agrees to sell and convey unto the Buyers, and the Buyers agree to purchase and pay for the following described property situate in the County of Ada, State of Idaho, to wit:

All of its right, title and interest in and to the following described real property situate in the County of Ada, State of Idaho, to wit:

Commencing at the Southeast corner of Lot 3 of Block 2 of Terre Grande Park No. 1 Subdivision as the same appears on the official plat of such Subdivision on file and of record in the Office of the County Recorder of the County of Ada, State of Idaho, and running thence West along the southerly boundary of said Lot 3 a distance of 87 feet to a point, being the real point of beginning; running thence South 5 feet; thence West 16 feet; thence North 10 feet; thence East 16 feet; thence South 5 feet to the real point of beginning;

AND Commencing at the center of the intersection of Skillern Way and Penninger Circle Drive as such streets appear on the official plat of Terre Grande Park No. 1 Subdivision on file and of record in the office of the County Recorder of the County of Ada, State of Idaho, and running thence East a distance of 25 feet to the East sideline of Skillern Way, being the true place of beginning; thence running North 6 feet; thence East 12 feet; thence South 12 feet; thence West 12 feet; thence North 6 feet to the point of beginning.

AND The well or wells, plant, chemical treatment facilities, storage and distribution facilities

SALLAZ SCANLAN
ATTORNEYS AT LAW
817 WEST FRANKLIN STREET
BOISE, IDAHO 83702

1 including the water mains and lateral lines,
2 heretofore constructed or to be constructed,
3 including all easements incident to the owner-
4 ship and operation of said water system.

5 PURCHASE PRICE: It is understood and agreed that the total
6 purchase price is \$11,644.96, lawful money of the United States
7 of America, to be paid as follows:

8 (a) The sum of \$3,000.00 by the Buyers transferring
9 to the Seller three shares, numbers _____,
10 _____ and _____, of a par value of
11 \$3,000.00, in Terrace Lakes Recreation Ranch, Inc.

12 (b) The sum of \$1,644.96 by assuming and paying,
13 according to its terms, that certain promissory
14 note, payable to the First Security Bank of
15 Idaho, N.A., executed by the Terra Grande Water
16 System.

17 (c) The balance of the purchase price in the amount
18 of \$7,000.00, shall bear interest at the rate of
19 7% per annum from October 1, 1969, and shall be
20 paid as follows:

21 The sum of \$125.00, including interest, on the
22 10th day of October, 1969, and a like
23 sum of \$125.00, including interest, on the 10th
24 day of each and every month thereafter, until
25 the entire unpaid purchase price, together with
26 interest, is paid in full. Of the payments
27 herein made, interest shall first be credited
28 and the balance applied to principal.

(d) It is specifically understood and agreed that
the Buyers may make larger payments or may make
payments sooner than required, or may pay off
the entire unpaid balance due and owing the
Seller at any time.

POSSESSION: It is understood and agreed that Buyers may
have possession of said premises on the 1st day of October
1969, and shall be entitled to continue in possession for so
long as they are in the full performance of the obligations of
this contract.

TAXES: Taxes on the above described property shall be pro-
rated as of October 1, 1969, and thereafter are the obligations

SALL J.D. SCANLAN
ATTY. AT LAW
817 WEST HANKLIN STREET
BOISE, IDAHO 83702

1 of the Buyers and the Buyers agree to pay the same when due and
2 before they become delinquent.

3 PARTIES NOT TO ENCUMBER: The Sellers and Buyers each
4 agree that they will not record a copy of this contract, it being
5 understood and agreed that Buyers' possession of said premises
6 is sufficient notice of their interest therein. Buyers and
7 Seller each further agree that they will not do anything to en-
8 cumber the title to said premises, and that they will not allow
9 any liens to be filed against said property, particularly liens
10 for materials furnished and labor performed in making improve-
11 ments thereto.

12 DEFAULT: Time and the prompt performance of each and
13 every obligation of Buyers is agreed to be the essence of this
14 contract, and should Buyers fail or neglect to make any payments
15 as herein required, when due and before the same become delin-
16 quent, or fail or neglect to carry out the other terms and
17 conditions of this contract to be performed by them, then this
18 contract shall be in default, and upon a default occurring,
19 Seller, or its authorized agent may cause to be prepared a
20 written notice addressed to the Buyers, calling their attention
21 to the matters then in default or on account of which a breach
22 is claimed, and said notice shall be mailed by registered mail
23 to the Buyers at 3111 Neff Street, Boise, Idaho, or such other
24 address as Buyers may hereafter leave with Seller. Buyers
25 shall have thirty (30) days from the mailing of said notice
26 within which to make good any matters in default or on account
27 of which a breach is claimed or disprove the same.
28

1 FORFEITURE: In the event that Buyers fail or neglect to
2 make good any matters of which they are in default within the
3 time hereinabove provided, then Sellers, without further notice,
4 may declare this contract forfeited, and upon a forfeiture being
5 declared, Seller shall have the right to immediate possession
6 of said premises, and Buyers agree that they will immediately
7 surrender possession thereof to Sellers in as good condition as
8 they received the same, depreciation from reasonable use and
9 occupancy excepted. Upon a forfeiture being declared and becoming
10 effective, all monies theretofore paid by the Buyers to the
11 Seller shall be kept and retained by Seller to apply on the
12 occupancy of the premises, but no provision contained in this
13 contract shall be construed as an election of remedies, and
14 Seller shall have the right, at its option, to bring any action
15 at law or equity to enforce the terms of this contract or seek
16 restitution for damages.

17 In the event of forfeiture, the Buyers shall further be
18 required to execute any and all documents to reestablish title
19 to said premises in the Seller.

20 FORBEARANCE: It is expressly understood and agreed that
21 the acceptance by Seller of any payments when the same shall be
22 past due, or any forbearance of any kind that may be granted or
23 allowed by Seller to the Buyers under this contract, shall not
24 be deemed or construed or considered as waiving or surrendering
25 any condition or covenant of this contract by Seller.

26 ATTORNEYS' FEES: In the event that any party to this agree-
27 ment is required to initiate litigation in order to enforce the
28 terms hereof, the prevailing party in any such litigation shall

1 be entitled to a reasonable attorneys' fee for the prosecution
2 or defense of said action, in addition to any other award or
3 relief of any kind, either legal or equitable, which may be
4 granted.

5 This agreement shall be binding upon the heirs, adminis-
6 trators, executors, successors and assigns of the respective
7 parties hereto.

8 IN WITNESS WHEREOF, The parties hereto have hereunto set
9 their hands the day and year first above written.

10 HORLAN'S BOISE, INC.

11 BY Russell D. Fereday
12 President
13 SELLER

14 Dalice Chester
15 Dalice Chester

16 Barbara Chester
17 Barbara Chester
18 BUYERS

SALI ND SCANLAN
ATTORNEYS AT LAW
417 WEST FRANKLIN STREET
BOISE, IDAHO 83702

1 STATE OF IDAHO)
2) ss.
3 County of Ada)

4 On this 2nd day of October, 1969, before me, the under-
5 signed, a Notary Public in and for said State, personally appeared
6 RUSSELL FEREDAY, President of Morlan's Boise, Inc., an Idaho
7 corporation, known to me to be the person whose name is subscribed
8 to the within instrument, and acknowledged to me that he executed
9 the same for and on behalf of said corporation.

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

13 James E. Scanlan
14 Notary Public for Idaho
15 Residing at Boise, Idaho

16 STATE OF IDAHO)
17) ss.
18 County of Ada)

19 On this 2nd day of October, 1969, before me, the under-
20 signed, a Notary Public in and for said State, personally
21 appeared before me, DALICE CHESTER and BARBARA CHESTER, husband
22 and wife, known to me to be the persons whose names are subscribed
23 to the within instrument, and acknowledged to me that they
24 executed the same.

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

28 James E. Scanlan
Notary Public for Idaho
Residing at Boise, Idaho

Copy
Docket
Info

Don J. McLennahan
McLENNAHAN & GREENFIELD
310 Simplex Building
Boise, Idaho 83702
Telephone: (208) 342-4684

Attorneys for Plaintiff

COPY
FILED
AUG 28 1975
CLERK OF DISTRICT COURT
BY LEO J. WATKINS, CLERK

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

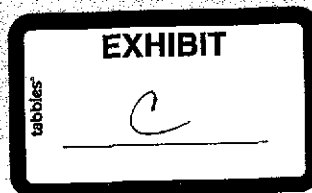
BARBARA JEAN CHESTER,	)	Case No. 54838
Plaintiff,	)	
vs.	)	JUDGMENT AND DECREE
DAVID BOY CHESTER,	)	OF DIVORCE.
Defendant,	)	

The above cause came on for trial before the
Court, the Honorable Alan N. Schwartzman presiding, and was
partially heard on the 14th day of July, 1975, and on
July 17, 1975.

Plaintiff appeared in person and by Don J.
McLennahan of the firm of McLennahan & Greenfield, her
attorneys, and defendant appeared in person and by Dennis
C. Sallaz of the firm of Sallaz, Scanlan & Reer, his
attorneys.

The parties announced themselves ready for trial,
and plaintiff introduced evidence in support of the allegations
of her complaint and rested. Defendant did introduce evidence,
both oral and documentary, but did not rest; and the parties
since the 14th day of July, 1975, have resolved their

JUDGMENT & DECREE - 1



difference and entered into a property settlement agreement, dated the 28th day of August, 1975, which property settlement agreement is fair and equitable and should be satisfied and confirmed. Counsel for the parties stipulated for waiver of findings of fact and conclusions of law and stipulated that the property settlement agreement of the parties be introduced in evidence, and the matter was submitted to the Court.

The Court finds that the allegations of plaintiff's complaint in her action for divorce are supported by competent and legal evidence and that she is entitled to a divorce. Plaintiff has resided in the state of Idaho for more than six weeks preceding the commencement of this action.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, and this does order, adjudge, and decree as follows:

1. That plaintiff be, and she hereby is granted a decree of absolute divorce from defendant.

2. That plaintiff be awarded as her sole and separate property the following described real property:

The following described real property, situate in Ada County, Idaho:

The East 292 feet of the following described property in Ada County, Idaho:

Beginning at the Southwest corner of Lot 9 of the second subdivision of the Kenner Place located in the East Half of the Southwest Quarter of Section 2, Township 3 North, Range 1 East, B.M., in the County of Ada, State of Idaho; thence East 212.2 feet to the true point of beginning;

thence continuing East 440 feet more or less to the Southeast corner of Lot 9;

thence North 87 feet to a point;

thence West 440 feet more or less to a point

North parallel to the point of beginning;

thence South 87 feet to the point of beginning.

Together with all water and water rights and ditch rights thereunto belonging.

AND Lots 4 and 5 of Apache Heights Subdivision No. 1,

according to the official plat thereof on file in the office of the Recorder of Ada County, Idaho.

3. That plaintiff be awarded as her sole and separate property the following described real property,

situate in Valley County, Idaho:

Lot 57, Block 2, Ponderosa-Patagon Subdivision, according to the official plat thereof on file in the office of the Recorder of Valley County, Idaho.

4. That plaintiff be awarded as her sole and separate property, subject to the right of Defendant's first refusal as stated in the property settlement agreement between the parties, all right, title, and interest of the parties in the Terre Grande Water Company, more particularly described as follows:

All right, title and interest of the parties in and to the following described real property situate in the County of Ada, State of Idaho, to-wit:

Commencing at the Southeast corner of Lot 3 of Block 2 of Terre Grande Park No. 1 Subdivision as the same appears on the official plat of such Subdivision on file and of record in the Office of the County Recorder of the County of Ada, State of Idaho, and running thence West along the southerly boundary of said Lot 3 a distance of 87 feet to a point, being the real point of beginning; running thence South 5 feet; thence West 16 feet; thence North 10 feet; thence East 16 feet; thence South 5 feet to the real point of beginning;

AND Commencing at the center of the intersection of Skillern Way and Penninger Circle Drive as such streets appear on the official plat of Terre Grande Park No. 1 Subdivision on file and of record in the office of the County Recorder of the County of Ada, State of Idaho, and running thence East a distance of 25 feet to the East sideline of Skillern Way, being the true place of beginning; thence running North 6 feet; thence East 12 feet; thence South 12 feet; thence West 12 feet; thence North 6 feet to the point of beginning.

AND The well or wells, plant, chemical treatment facilities, storage and distribution facilities including the water mains and lateral lines, heretofore constructed or to be constructed, including all easements incident to the ownership and operation of said water system. All accounts receivable, all operating assets and inventory, including typewriter, copy machine, legal file cabinet, chair, electric motor, meter stand, and miscellaneous equipment and supplies of the Terre Grande Water Company.

AND All right, title and interest of the parties in and to that certain Trust Deed made and entered into on the 4th day of November, 1959, by and between Peal Estate Sales Corporation, therein designated as Grantors, and the First Security Bank of Idaho, a National Association, therein designated as Trustee, which Trust Deed is recorded in the Office of the Recorder of Ada County, Idaho, under Instrument No. 467532, on the 26th day of June, 1967.

5. That plaintiff be awarded as her sole and separate property the following described personal property:

17 head of livestock, subject to any encumbrances against them;

1974 Datsun 260Z, free and clear of all liens and encumbrances;

Black and white Motorola Television;

Washer and Dryer; Radar Range; Hidabed;
Ratio Refrigerator; Rocker; Coffee Table;
End Tables; Desk built by Darrell Chester;
All of plaintiff's clothing, jewelry, and personal effects;

One-half of all corporate stock owned by the parties in the Boise Valley Racing Association;

One-half of all accounts receivables due to the parties from Boise Valley Racing Association;

6. That defendant be awarded as his sole and separate property the following described real property, situate in Ada County, Idaho:

The North one-half (1/2) of Lot 98 of the Smith Estate Fourth Subdivision, according to the official plat thereof on file in the office of the Recorder of Ada County, Idaho.

AND Beginning at the Northwest corner of Lot 97 of Smith Estate Fourth Subdivision, according to the plat thereof filed in Book 10 of Plats, at Page 510, and running East 50 feet; thence South 100 feet; thence West 50 feet; thence North 100 feet, to the place of beginning.

AND The West 148 feet of the following described property in Ada County, Idaho:

Beginning at the Southwest corner of Lot 9 of the Second Subdivision of the Kepner Place located in the East Half of the Southwest Quarter of Section 2, Township 3 North, Range 1 East, B.M., in the County of Ada, State of Idaho; thence East 212.2 feet to the true point of beginning;



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 North Orchard • Boise, Idaho 83706-2239 • (208) 373-0550

Dirk Kempthorne, Governor
Toni Hardesty, Director

March 25, 2005

Mr. John Hammond
Batt and Fisher
P.O.Box 1308
Boise, Idaho 83701

Re: Public Records Request/Terra Grande Water System

Dear Mr. Hammond:

On March 14, 2005, the Idaho Department of Environmental Quality received a request from you to examine or copy certain public records that we maintain.

Enclosed are copies of those records that fall within the scope of your request. No copying charges have been assessed.

Please contact Carol Mueller at (208) 373-0550 if you have any questions.

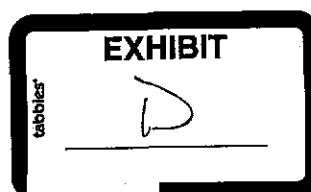
Sincerely,

A handwritten signature in black ink, appearing to read "Michael R. McGown".

Michael R. McGown
Administrator
Boise Regional Office

MRM:cm (PRR\Corres\05 03.14 J Hammond ltr)

Enclosure



LAW OFFICE
BATT & FISHER
A LIMITED LIABILITY PARTNERSHIP

John R. Hammond Jr.

e-mail: jrh@battfisher.com

March 14, 2005

Via facsimile: 373-.0287

CAROL MUELLER

Custodian of Records

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

1410 N. Hilton

Boise, ID 83706

Re: *Request for Public Records concerning Terra Grande Water System and/or Terra Grande Mutual Water System, or Terra Grande Subdivision in Boise, Idaho.*

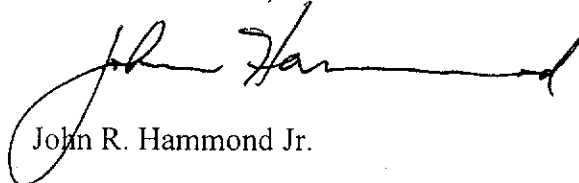
Dear Ms. Mueller:

Pursuant to Idaho Code § 9-338, please consider this request to examine and copy without limitation on all Applications, Petitions, pleadings, orders, transcripts, correspondence, studies, notes, well logs, documentation of existence of wells, any and all testing done on wells and all information concerning the Company's System on file at the Idaho Department of Environmental Quality, in relation to Terra Grande Water's system. According to information in our possession, we believe that there may be records dating back to September, 1958. Enclosed is a courtesy copy of correspondence dated December 22, 1967 regarding Terra Grande which indicates a report was submitted to the (agency formally known as) Idaho Department of Health on July 17, 1959.

Thank you for taking the time to discuss this matter with me earlier. If you have any questions, please do not hesitate to give me a call. I look forward to your prompt response regarding this matter.

Sincerely,

BATT & FISHER, LLP



John R. Hammond Jr.

JRH/klb
Enclosures

COPY

RECEIVED
NOV 20 1957

NOV 20 1957

Rec. _____, 19____

Well No. _____

Permit No. _____

(DO NOT FILL IN)

(TYPE AND SIZE OF VALVE, ETC.)

Water will be used for Domestic Weight of casing per linear foot 12

Thickness of casing _____ Casing material 4-2 1/2

Diameter, length and location of casing E.L.D. 103

(CASING 12" IN DIAMETER AND UNDER GIVE INSIDE DIAMETER.
CASING OVER 12" IN DIAMETER GIVE OUTSIDE DIAMETER.)

Number and size of perforations _____ located _____ feet to _____ feet

from surface of ground.

Other perforations

Date of commencement of well Oct 16 Date of completion of well Nov 1

Type of well rig 36 in. KeyStone

CASING RECORD

DIAM. CASING	FROM FEET	TO FEET	LENGTH	REMARKS -- SEALS, GROUTING, ETC.

GENERAL INFORMATION—Pumping Test, Quality of Water, Etc.

LN² NE 524 IN IF

WELL LOG

[illegible]

WELL DRILLERS STATEMENT

This well was drilled under my jurisdiction and the above information is true and correct to the best of my knowledge and belief.

Signed

By

Dated 11-14-57, 1957

License No. 2F

WELL LOG AND REPORT TO THE
STATE RECLAMATION ENGINEER OF IDAHO

Log No. _____

Rec. _____

Well No. AD 2-01957

Permit Department of Reclamation

(DO NOT FILL IN)

Owner Real Estate Sales Co Address Bain

Driller F. J. Clayville Address 3817 Greenbush Lic. No. 43

Location of Well: 1/4 Sec. 38 1/4 Sec. 7 1/4 Sec. 17 Blackfoot Blaine County,

and _____ feet N/S, and _____ feet E/W from _____ Corner of _____ 1/4 Sec.

Size of Drilled Hole 6" Total depth of Well 115 ft

Give depth of standing water from surface 40 ft Water Temp. _____ °Fahrenheit

On pumping test delivery was _____ g.p.m. or _____ c.f.s. Drawdown was _____ feet.

Size of pump and motor used to make the test _____

Length of time pumped during check was _____ hr., _____ minutes.

If flowing well, give flow in c.f.s. _____ or g.p.m. _____ and shut in pressure _____

If flowing well, describe control works _____ (TYPE AND SIZE OF VALVE, ETC.)

Water will be used for Domestic Weight of casing per linear foot _____

Thickness of casing _____ Casing material _____ E.G., PIPE, CONCRETE, WOOD.

Diameter, length and location of casing _____ (CASING 12" IN DIAMETER AND UNDER GIVE INSIDE DIAMETER; CASING OVER 12" IN DIAMETER GIVE OUTSIDE DIAMETER.)

Number and size of perforations _____ located _____ feet to _____ feet

from surface of ground.

Other perforations _____

Date of commencement of well _____ Date of completion of well Aug 7 - 57

Type of well rig Cable Tool

CASING RECORD

DIAM. CASING	FROM FEET	TO FEET	LENGTH	REMARKS - SEALS, GROUTING, ETC.

GENERAL INFORMATION—Pumping Test, Quality of Water, Etc.

ST 10

WELL LOG

From Feet	To Feet	Type of Material	Drilling Time		Water-bearing Formation Ans. Yes or No	Casing Perforated Ans. Yes or No
			Hrs.	Min.		
0	3	Top soil				
3	5	hard pan				
5	9	med gravel				
9	12	Lge				
12	14	med				
14	16	Lge Cobbles				
16	21	med gravel				
21	27	fine				
27	36	med cemented ss				
36	38	Cobble stone			yes	
38	44	Coarse sand			✓	
44	70	dark brown sand			✓	
70	85	Coarse sand			✓	
85	95	fine white sand			✓	
95	108	fine sandy clay			✓	
108	113	yellow clay			No	
113	115	Coarse white sand			yes	
If more space is required use Sheet No. 2						

WELL DRILLER'S STATEMENT

This well was drilled under my jurisdiction and the above information is true and correct to the best of my knowledge and belief.

Signed

By

License No.

Dated

1957

WELL LOG AND REPORT TO THE STATE RECLAMATION ENGINEER OF IDAHO

RECEIVED
FEB 8 1957

Log No. _____
Department of Reclamation
Rec. _____ 19____
Well No. _____
Permit No. _____

(DO NOT FILL IN)

Owner Real Estate Sales Co Address 917 1/2 Main St Boise
Driller F. J. Chayville Address 3817 Greenbrier Lic. No. 43
Location of Well: 1/4 Sec. 24 T. 3 N. 1 R. 1 E. 1/4 Sec. 1 County Blaine
Lots 2-3-5+28 Blk #2 Terra Verde Park #1
Size of Drilled Hole 6" Total depth of Well 124 ft
Give depth of standing water from surface 40 ft Water Temp. _____ °Fahrenheit
On pumping test delivery was _____ g.p.m. or _____ c.f.s. Drawdown was _____ feet.
Size of pump and motor used to make the test _____
Length of time pumped during check was _____ hr. _____ minutes.
If flowing well, give flow in c.f.s. _____ or g.p.m. _____ and shut in pressure _____
If flowing well, describe control works _____
(TYPE AND SIZE OF VALVE, ETC.)
Water will be used for Domestic Weight of casing per linear foot 19#
Thickness of casing 1/4 Casing material std casing
E.G. PIPE, CONCRETE, WOOD.
Diameter, length and location of casing _____
(CASING 12" IN DIAMETER AND UNDER GIVE INSIDE DIAMETER.
CASING OVER 12" IN DIAMETER GIVE OUTSIDE DIAMETER.)
Number and size of perforations _____ located _____ feet to _____ feet
from surface of ground.
Other perforations _____
Date of commencement of well _____ Date of completion of well Nov 16 - 56
Type of well rig Churn drill

CASING RECORD

DIAM. CASING	FROM FEET	TO FEET	LENGTH	REMARKS SEALS, GROUTING, ETC.

GENERAL INFORMATION—Pumping Test, Quality of Water, Etc.

N² NES. 24. 3N 1E

WELL LOG

From Feet	To Feet	Type of Material	Drilling Time		Water-bearing Formation Ans. Yes or No	Casing Perforated Ans. Yes or No
			Hrs.	Min.		
0	3	top soil				
3	6	hard pan				
6	16	med gravel				
16	19	Lge —				
19	28	med —				
28	36	✓ cemented gr				
36	42	✓ gravel				
42	48	yellow clay				
48	68	fine sand clay				
68	72	coarse sand				
72	106	fine sand clay				
106	122	yellow clay				
122	124	fine gravel				

If more space is required use Sheet No. 2

WELL DRILLER'S STATEMENT

This well was drilled under my jurisdiction and the above information is true and correct to the best of my knowledge and belief.

Signed

By

Dated,

1957

License No

43

WELL LOG AND REPORT TO THE
STATE RECLAMATION ENGINEER OF IDAHO

Log No. **RECEIVED**
Rec'd. **JUL 6 1959**
Well Department of Reclamation
Permit No. _____

(DO NOT FILL IN)

Owner Engleson Co Address Boise
Driller F. J. Clayville Address 3817 Greenbriar Lic. No. 43
Location of Well: 7 1/2 2 1/2 24 3 1 9 6
Terre Grande Park (no) Block 6 Lot 3 County,
and _____ feet N/S, and _____ feet E/W from _____ Corner of _____ 1/4 1/4 Sec.
Size of Drilled Hole 6" Total depth of Well 128 ft
Give depth of standing water from surface 42 ft Water Temp. _____ °Fahrenheit
On pumping test delivery was _____ g.p.m. or _____ c.f.s. Drawdown was _____ feet.
Size of pump and motor used to make the test _____
Length of time pumped during check was _____ hr., _____ minutes.
If flowing well, give flow in c.f.s. _____ or g.p.m. _____ and shut in pressure _____
If flowing well, describe control works _____
(TYPE AND SIZE OF VALVE, ETC.)
Water will be used for Domestic Weight of casing per linear foot 20²
Thickness of casing 1/4" Casing material steel
E.G., PIPE, CONCRETE, WOOD.
Diameter, length and location of casing _____
(CASING 12" IN DIAMETER AND UNDER GIVE INSIDE DIAMETER;
CASING OVER 12" IN DIAMETER GIVE OUTSIDE DIAMETER.)
Number and size of perforations _____ located _____ feet to _____ feet
from surface of ground.
Other perforations _____
Date of commencement of well _____ Date of completion of well Dec 31-58
Type of well rig Cable Tool

CASING RECORD

DIAM. CASING	FROM FEET	TO FEET	LENGTH	"REMARKS" -- SEALS, GROUTING, ETC.

GENERAL INFORMATION—Pumping Test, Quality of Water, Etc.

W²NE 24 3N 1E

WELL LOG

From Foot	To Foot	Type of Material	Drilling Time		Water-bearing Formation Ans. Yes or No	Casing Perforated Ans. Yes or No
			Hrs.	Min.		
0	1	Top soil				
1	3	adobe				
3	6	Hard pan				
6	9	med gr				
9	11	Lge				
11	13	Coarse sand				
13	15	med gr				
15	21	Lge				
21	32	med coarse gr				
32	36	fine				
36	63	✓ dark sand			no	
63	68	yellow clay			no	
68	74	fine sand			no	
74	82	fine gr			yes	
82	107	✓ dark sand			no	
107	109	yellow clay			no	
109	122	fine dark sand			no	
122	125	yellow clay			no	
125	128	If more space is required use Sheet No. 2 med white sand			yes	

WELL DRILLERS STATEMENT

This well was drilled under my jurisdiction and the above information is true and correct to the best of my knowledge and belief.

By

Dated

July 6, 1959.

License No.

43



*South east corner
house in subdivision*

Land Records

[\[Previous Search\]](#) [\[New Search\]](#) [\[Print View\]](#)

Property Details for Parcel R8378000325

- Main Page
- Property Search
- Online Map
- Contact Us
- Disclaimer
- Help Index
- FAQ
- About Us
- Image Documents
- Old interactive map

General Information

Property Acres: 0.340
 Zone Code: R8M
 Primary Code Area: 120 Tax Districts
 Group Type: SUB
 Subdivision: TERRA GRANDE PARK SUB
 Section: 3N1E24


[Click to View Interactive M](#)

Assessor Links

- Assessor Main Page
- Administration
- Information
- Appraisal
- Exemptions and Reductions
- Motor Vehicles
- Levy Rates

Parcel Valuation Details

Assessment Roll	State Category Code	Acreage	Assessed Value	Valuation Method
Primary	150-RES SUB LOT	0.340	\$42,000	MARKET
Primary	370-RES IMPROVEMENT	0.000	\$66,700	COST

Total Assessed Value: \$108,700

Parcel Valuation History

Assessed value for year 2004 \$108,700
 Assessed value for year 2003 \$95,500
 Assessed value for year 2002 \$88,600
 Assessed value for year 2001 \$85,100
 Assessed value for year 2000 \$85,100

Ada County Links

- Ada County Home Page
- Commissioners
- Treasurer
- Clerk/Auditor/Recorder
- Development Services
- Human Resources

Property Characteristics
 Residential
 Land

[\[Previous Search\]](#) [\[New Search\]](#) [\[Print View\]](#)

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WELL DRILLER'S REPORT

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

1. WELL OWNER

Name Dalice ChesterAddress 3111 Neff St. Boise, Idaho

Owner's Permit No. _____

7. WATER LEVEL

Static water level 40 feet below land surfaceFlowing? ☐ Yes ☐ No G.P.M. flow _____

Temperature _____ ° F. Quality _____

Artesian closed-in pressure _____ p.s.i.

Controlled by ☐ Valve ☐ Cap ☐ Plug

2. NATURE OF WORK

☐ New well ☐ Deepened ☒ Replacement☐ Abandoned (describe method of abandoning)

8. WELL TEST DATA

☐ Pump ☐ Bailor ☒ Other air compressor

Discharge G.P.M.	Draw Down	Hours Pumped
550	25	8

3. PROPOSED USE

☐ Domestic ☐ Irrigation ☐ Test☒ Municipal ☐ Industrial ☐ Stock

4. METHOD DRILLED

☒ Cable ☐ Rotary ☐ Dug ☐ Other

5. WELL CONSTRUCTION

Diameter of hole 16 inches Total depth 250 feetCasing schedule: ☒ Steel ☐ Concrete

Thickness	Diameter	From	To
3/5 inches	16 inches	1 feet	0 feet
3/5 inches	16 inches	0 feet	117 feet
250 inches	10 inches	74 feet	221 feet
inches	inches	feet	feet
inches	inches	feet	feet

1" plate on base of 10" liner

Was a packer or seal used? ☐ Yes ☒ NoPerforated? ☒ Yes ☐ NoHow perforated? ☐ Factory ☐ Knife ☐ TorchSize of perforation 1/8 inches by 3 inches

Number	From	To
3,200 perforations	118 feet	218 feet
perforations	feet	feet
perforations	feet	feet

Well screen installed? ☐ Yes ☒ No

Manufacturer's name _____

Type _____ Model No. _____

Diameter _____ Slot size _____ Set from _____ feet to _____ feet

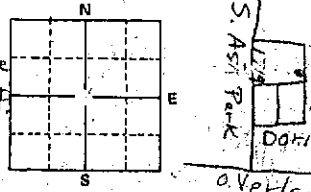
Diameter _____ Slot size _____ Set from _____ feet to _____ feet

Gravel packed? ☒ Yes ☐ No Size of gravel 3/8 minusPlaced from 76 feet to 221 feetSurface seal? ☒ Yes ☐ No To what depth 28 feetMaterial used in seal: ☒ Cement grout ☐ Puddling clay

6. LOCATION OF WELL

Sketch map location must agree with written location.

well located
behind house
at 1719 S. Ave
63
Terrazas Subdivision well # 1
County Ada
NW 1/4 Sec. 24 T. 3 N/S. R. 1 EW



9. LITHOLOGIC LOG

Hole Diam.	Depth		Material	Water	
	From	To		Yes	No
20	0	3	top soil		X
20	3	6	hard pan		X
20	6	16	medium gravel		X
20	16	19	large gravel		X
20	19	28	medium gravel		X
16	28	36	medium cemented gravel		X
16	36	42	medium gravel		X
16	42	48	yellow clay		X
16	48	68	fine sandy clay	X	
16	68	72	coarse sand	X	
16	72	106	sandy clay		X
16	106	122	yellow clay		X
16	122	132	coarse sand & pea gravel	X	
16	132	155	yellow clay with streaks	X	
16	155	159	medium sand		
16	159	163	black chunks of clay		X
16	163	175	dark brown clay		X
16	175	195	yellow clay-small streaks	X	
16	195	208	fine sand		
16	208	218	medium sand-some gravel	X	
16	218	250	blue clay		X
16	218	250	dark brown sand	X	
16	218	250	blue clay		X

Pulled 6" casing & enlarged
to 16" casingBackfilled to 221' with
coarse gravel to set 10"
liner on.10. Work started Sept. 1 finished Oct. 30, 1972

11. DRILLER'S CERTIFICATION

This well was drilled under my supervision and this report is true to the best of my knowledge.

W.E. Stevens & Sons 153

Driller's or Firm's Name Number

3709 Hawthorne Drive Boise, Idaho 83703

Address

Signed By Date

Idaho Department of Water Resources

Listing of Driller Reports

Contact	Use	TWP	RNG	SEC	Tract	Gov. Lot	WellAddress	Sub	BI	L
SEEVER, DAVE	Domestic-Single Residence	03N	01E	24	SWNE					
Related Documents										
STEWART, HAROLD	Domestic-Single Residence	03N	01E	24	NW				001	006
CHAPMAN, LAWRENCE	Domestic-Single Residence	03N	01E	24	SENE		2003 SURREY RD			
Related Documents										
COLBERT, STAN	Domestic-Single Residence	03N	01E	24	SENE					
Related Documents										
NELSON, GARY	Domestic-Single Residence	03N	01E	24	SENE		1702 VINNELL			
Related Documents										
JEFFERY, BOYD	Domestic-Single Residence	03N	01E	24	SENE		1935 3-MILE CREEK			
Related Documents										
UNITED WATER IDAHO INC	Exploration	03N	01E	24	NESE		COLE & MOSSY CUP			
Related Documents										
FRANKLIN UNITED OIL CO	Monitoring	03N	01E	24	SESE		7676 MOSSY CUP			
Related Documents										
FRANKLIN UNITED OIL CO	Monitoring	03N	01E	24	SESE		7676 MOSSY CUP			
Related Documents										
FRANKLIN UNITED OIL CO	Monitoring	03N	01E	24	SESE		7676 MOSSY CUP			
Related Documents										
MAXIM										

EXHIBIT

E

tabbles

TECHNOLOGIES INC	Monitoring	03N	01E	24	SESE	7676 MOSSY CUP		
FRANKLIN UNITED OIL CO	Monitoring	03N	01E	24	SESE	7676 MOSSY CUP FU-4		

Related Documents

BASS, GARNET	Domestic- Single Residence	03N	01E	24	SWSNW	2034 THREEMILE CREEK ROAD		02 029
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Related Documents

MATTHEWS, GALE E	Domestic- Single Residence	03N	01E	24	SESW	1915 S THREE MILE CREEK		
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Related Documents

HARRIS, WANDA, HARRIS, ED	Domestic- Single Residence	03N	01E	24	SWNENW	1833 S VINNELL		
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Related Documents

CHIQUITA PROCESSED FOODS	Monitoring	03N	01E	24	SENE	7901 LAMHI STREET		
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Related Documents

CEDARSTROM, DON	Domestic- Single Residence, Domestic- Single Residence	03N	01E	24	NENW			
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Related Documents

ROE, DAVE	Domestic	03N	01E	24	SENE	2005 S COLE ROAD		
ROE, DAVE	Domestic	03N	01E	24	SENE	2005 S COLE ROAD		
TULLER, WILLIAM H	Domestic	03N	01E	24	NENW	8511 VINCENT ST		

Related Documents

EAGLESON CO	Domestic	03N	01E	24	NE			
ACORDA, JOE M	Domestic	03N	01E	24	SESW			
WALKER, R E	Domestic	03N	01E	24	NWNE			
CANTRELL, M	Domestic	03N	01E	24	NW			

LEWIS, TED	Domestic	03N	01E	24	SENW		
STINGER, ROSS	Domestic	03N	01E	24	SWNE		
ELTON THORNTON CONTRACTOR	Domestic	03N	01E	24	SWNE		
REAL ESTATE SALES CO	Domestic	03N	01E	24	NE		
REAL ESTATE SALES CO	Domestic	03N	01E	24	NE		TERRA GRANDE PARK
CONRAD, GLENN C	Domestic	03N	01E	24	NWNE		2
STINGER, ROSS	Domestic	03N	01E	24	SWNE		17
GILLESPIE, JAMES R	Domestic	03N	01E	24	NWNW	8717 VINCENT	1
Related Documents							
FURNESS, OSCUR	Domestic	03N	01E	24	NENW	OVERLAND RD AND MAPLE GROVE	29
Related Documents							
TOMLIN	Domestic	03N	01E	24	NESE		
Related Documents							
CAMPBELL, J C	Domestic	03N	01E	24	SWSE		
Related Documents							
STONE, DON	Domestic	03N	01E	24	SESE		
Related Documents							
FRANKLIN UNITED OIL CO	Monitoring	03N	01E	24	SESE	7676 MOSSY CUP	
Related Documents							
FRANKLIN UNITED OIL CO	Monitoring	03N	01E	24	SESE	7676 MOSSY CUP	
Related Documents							
FRANKLIN UNITED OIL CO	Monitoring	03N	01E	24	SESE	7676 MOSSY CUP	
Related Documents							
FRANKLIN UNITED OIL CO	Monitoring	03N	01E	24	SESE	7676 MOSSY CUP FU-4	
Related Documents							
CONSOLIDATED INVESTMENT CO	Municipal	03N	01E	24	NESW		

* KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, all the owners of the W¹/₂ of NE¹/₄ and the NE¹/₄ of NE¹/₄, except the South 10 acres of said NE¹/₄ of the NE¹/₄ and except the S¹/₂ of the SW¹/₄ of the NE¹/₄ of Sec. 24, T3N, R1E; the remainder, consisting of 90 acres, and of which Terra Grande Park Subdivision Number One (1) is a part, are about to file said certificate of Protective Covenants with the Recorder of Ada County, Idaho, and that such certificate provides for the filing and recording of building and occupancy restrictions which are referred to in said certificate by the book and page number of the filing of the same in the records of Ada County, Idaho.

NOW, THEREFORE, all lots, parcels and plots embraced in said area and any conveyance describing such lot, parcel or plot by reference to any number or designation on said plat of said subdivision shall be subject to the restrictions, covenants and conditions hereafter expressed and that by the acceptance of any such conveyance, the grantee or grantees therein, they and each of their heirs, executors, administrators or assigns, covenant and agree to and with the owners executing the certificate of owners relative to said plat and recorded therewith as to such property described in such conveyance, as follows:

(a) No improved lots therein shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed one and one-half stories in height, and if a garage, one for not more than two cars.

(b) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporary or permanently, nor shall any structure of a temporary character be used as a residence.

(c) No nuisance shall be carried on or maintained upon any lot, parcel or plot and until the dwelling-house shall have been built upon any lot, parcel or plot, the same may be used for agricultural purposes.

(d) No dwelling house may be permitted on any lot at the cost of less than Seven Thousand Dollars (\$7,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor area of the main structure, exclusive of one story, open porches or garage, shall be not less than 790 square feet in the case of a one-story structure; nor less than 720 square feet in the case of a one and one-half story structure.

(e) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 15 feet to any side street lot line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to approach upon another lot.

EXHIBIT

G.

(f) No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

(g) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

(h) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(i) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(j) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

(k) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators, or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

(l) No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of Ada County Health Board. Approval of such system as installed shall be obtained from such authority.

(m) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part N.

(n) The architectural control committee is composed of Don H. Eagleson, 917½ Main Street, Boise, Idaho, Thomas H. Hazzard, Jr., 917½ Main Street, Boise, Idaho, and Pat T. Fitzgerald, 917½ Main Street, Boise, Idaho. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(n) Cont. Procedure. The committee's approval or disapproval is required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

The architectural committee will assume no responsibility for compliance with the plans and specifications approved by it nor will it be responsible for the enforcement of these covenants.

(o) These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which said time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

(p) If the parties and persons named herein, or any of them or their heirs, or assigns shall violate any of the covenants herein contained, any other person or persons owning any real property situated in said subdivision may or shall have the power to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and to prevent him or her from so doing and to recover damages or other compensation for such violation.

(q) Should any covenant contained herein be rendered invalid by judgment of a court of competent jurisdiction, such invalidation shall in no wise affect any of the other provisions herein contained.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as one of the owners of the premises above mentioned.

Walter A. ...
George M. ...

STATE OF IDAHO)
COUNTY OF ADA) ss.

On this 21st day of Sept, 1958, before me, the undersigned, a Notary in and for said state, personally appeared Walter A. ..., known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Walter A. ...
Notary Public for Idaho
Residing at Boise, Idaho

(SEAL)

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as one of the owners of the premises above mentioned.

Joseph M. Hatch
Audrey M. Hatch

STATE OF IDAHO)

COUNTY OF ADA)

ss.

On this 2nd day of Sept, 1958, before me, the undersigned, a Notary in and for said state, personally appeared *Joseph M. Hatch* and *Audrey M. Hatch* known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

W. Gordon Bond
 Notary Public for Idaho
 Residing at Boise, Idaho

(SEAL)

Inst.
467532
Book 40, Page 38

Copy

TRUST DEED

THIS TRUST INDENTURE, Made this 4th day of November, 1959, by and between REAL ESTATE SALES CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Idaho, (hereinafter called "GRANTOR" or "PARTY OF THE FIRST PART"), and FIRST SECURITY BANK OF IDAHO, NATIONAL ASSOCIATION, TRUSTEE, a banking corporation duly chartered, organized and existing under and by virtue of the laws of the United States of America, (hereinafter called "TRUSTEE" or "PARTY OF THE SECOND PART"),

W I T N E S S E T H:

THAT, WHEREAS, grantor is now the owner of property known as Pioneer Park, located in or near the City of Boise, County of Ada, State of Idaho, which property is being improved and developed by the construction of dwellings thereon; and,

WHEREAS, grantor is the owner of certain property, (hereinafter more particularly described) upon which there is located a well or wells and a plant, together with distribution facilities (hereinafter referred to as "water system"), for the purposes of supplying water to all properties connected or to be connected to the said water system; and,

WHEREAS, the Federal Housing Administration will not accept for insurance, and the Veterans Administration will not guarantee or insure, mortgage loans covering the separate properties and improvements built or to be built thereon, without receiving assurances as to the continuous and satisfactory operation of the said water system; and,

EXHIBIT

tabbies

H

WHEREAS, such improvement and development of the properties and the future financing and sale of the properties is contingent upon the insurance of said mortgage loans by the Federal Housing Administration or the guaranty or insurance of said mortgage loans by the Veterans Administration; and,

WHEREAS, it is the intention and purpose of the grantor that such water system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, regardless of the ownership of the individual properties, and properly to maintain an adequate water supply for domestic consumption for the occupants of said properties, and to assure the continuance of the operation and maintenance of such water system for the benefit of the present and future owners of the properties connected thereto, the mortgagees holding mortgages covering such property, and the Federal Housing Administration and Veterans Administration.

NOW, THEREFORE, for and in consideration of the undertakings of the grantor to provide and assure the maintenance and operation of the water system as aforesaid and the further sum of One Dollar (\$1.00) lawful money of the United States cash in hand to grantor by Trustee, the receipt whereof is hereby acknowledged, the grantor does hereby grant and convey to the party of the second part, as Trustee, the following property, to wit:

* (a) All of its right, title and interest in and to the following described real property:

Commencing at the southeast corner of Lot 3 of Block 2 of Terra Grande Park No. 1 Subdivision as the same appears on the official plat of such

Subdivision on file and of record in the office of the County Recorder of the County of Ada, State of Idaho, and running thence west along the southerly boundary of said Lot 3 a distance of 87 feet to a point, being the real point of beginning; running thence south 5 feet, thence west 16 feet, thence north 10 feet, thence east 16 feet, thence south 5 feet to the real point of beginning;

Commencing at the center of the intersection of Skillern Way and Penninger Circle Drive as such streets appear on the official plat of Terra Grande Park No. 1 Subdivision on file and of record in the office of the County Recorder of the County of Ada, State of Idaho, and running thence east a distance of 25 feet to the east side-line of Skillern Way, being the true place of beginning; running thence north 6 feet, thence east 12 feet, thence south 12 feet, thence west 12 feet, thence north 6 feet to the point of beginning.
east 12 feet, thence south 12 feet, thence west 12 feet, thence north 6 feet to the point of beginning.

(b) The well or wells, plant, chemical treatment facilities, storage and distribution facilities, including the water mains and lateral lines, heretofore constructed or to be constructed, including all easements incident to the ownership and operation of said water system. X

Further, the grantor hereby warrants that there are no existing encumbrances, liens, or other indebtedness to the title of the water system conveyed hereunder other than the following:

Real estate mortgage from Real Estate Sales Corporation as mortgagor to Don H. Eagleson as mortgagee, dated November 1, 1959, securing the indebtedness in the principal amount of Eight Thousand Two Hundred Fifty-four and no/100 Dollars (\$8,254.00) together with interest thereon, evidenced by promissory note of even date therewith, recorded in the office of the County Recorder of the County of Ada, State of Idaho,

in Book _____ of Mortgages at page _____.

There is also Merchandise Purchase Conditional Sales Contract dated August 18, 1959, between H. J. Wood Co., Inc. as seller, and Real Estate Sales Corporation as buyer, whereby Real Estate Sales Corporation purchased certain personal property which became a part of the water system described herein, and by the terms of said contract the seller reserved title to such personal property in itself until payment of the full purchase price in the amount of \$4,746.00 is made to the seller by the buyer in monthly installments. Said contract has been assigned by the seller H. J. Wood Co., Inc. to First Security Bank of Idaho, National Association.

The grantor hereby warrants that the above said encumbrances, reservations of title, liens, or indebtedness have been subordinated to this conveyance and are subject to this trust deed.

This conveyance is upon the trusts and for the purposes following, to wit:

7-13

1. This grant is for the benefit of the present and future owners of all and each of the properties now or hereafter connected to the said water system, as well as the holders of the mortgages covering each of the said properties, and Trustee shall hold the title to the property granted by this indenture until either (a) the water system is taken over by either a Governmental authority or a public utility (regulated and controlled as to rates and services by a duly constituted public regulatory body or commission) for maintenance and operation, or (b) other adequate water service is provided either by a Governmental authority or public utility (regulated and controlled as to rates and services by a duly constituted public regulatory body or commission) through means other than the operation of water system and facilities now transferred to the Trustee herein. Upon the happening of either of such events at a time when the grantor is still operating and managing the water system in accordance with the terms and provisions hereof, the Trustee shall immediately reconvey the property to the grantor, its successor or assign, and this indenture shall be of no further effect.

2. The grantor shall supply at all times and under adequate pressure for the use of each of the properties duly

connected to the said water system, a sufficient quantity of water to meet the reasonable needs of each of the properties duly connected to said water system. Such water shall be of the quality and purity as shall meet the standards recommended by the "Public Health Service Drinking Water Standards," promulgated by the United States Public Health Service, Federal Security Agency, February 5, 1946, and the water shall be treated in the manner necessary to assure its being of the quality and purity recommended in the above mentioned Standards and also so as to produce water without excessive hardness, corrosive properties, or other objectionable characteristics making it unsafe or unsuitable for domestic use or harmful to any or all pipes within and/or without the dwellings. Records of any and all tests conducted in connection with said system shall be kept as permanent records by the grantor and said records shall be open to inspection by the State Board of Health of the State of Idaho and the owners of the properties connected to the said water system. The said Board of Health and/or its agents shall at all times have access to the plant of the grantor to conduct any and all tests as said Board shall consider necessary to determine compliance with the said Standards. In any event, the grantor shall have said analyses made at least quarterly and shall pay all costs in connection therewith. In the event said Board shall determine that the quality and purity of the water does not meet the said Standard, the grantor shall with reasonable dispatch at its sole costs make any adjustment, repair, installation or improvement that shall be necessary or recommended by said Board to bring the purity

of the water up to the said Standard.

3. The grantor shall maintain said water system at all times in good order and repair so that satisfactory service as aforesaid may be supplied to each of said properties as provided in paragraph 2 above.

4. Until the happening of one of the events set forth under paragraph numbered 1 above: Should grantor fail to operate and manage the water system, in the manner and under the conditions specified in paragraphs numbered 2 and 3 above and should grantor fail, after notice in writing from the Trustee, to correct such failure with reasonable dispatch, then Trustee shall have the right to immediate possession of the water system for the purpose of operating and maintaining the same, and the right to hold, use, operate, manage, and control the same either itself or by or through any of the agencies or parties for whose benefit this trust is created and it may take possession thereof for the purpose of operating the same, and in that event, the Trustee or the entity operating the water system in its behalf or in the behalf of any of the beneficiaries of this trust, shall be subrogated to all rights of the grantor to levy and collect a charge against each customer at rates not in excess of those specified in paragraph numbered 6 herein.

5. In the event the Trustee takes possession of the water system pursuant to the provisions of paragraph numbered 4 or paragraph numbered 6, the grantor shall have no further right, title or interest in or to the water system or other property

granted by this indenture and shall not be entitled to any portion of the proceeds resulting from any sale of such system or property; but the Trustee shall have the right to transfer such system to a Governmental authority upon such terms or conditions as may be approved by the Trustee and the owner or owners of a majority of the properties connected to the water system.

6. The grantor reserves the right to levy and collect a charge for water furnished and consumed by the occupants of each of the properties connected with said water system, in the amount of \$5.00 per month, with additional charges for summer irrigation water, based on lot area, as follows:

AREA	MONTHLY CHARGE	ANNUAL PERIOD
5,000 to 9,500 sq. ft.	No extra charge	May 15 to September 15
9,500 to 11,500 " "	\$ 3.00	" "
11,500 to 13,500 " "	4.50	" "
13,500 to 15,500 " "	6.00	" "

Service shall be charged on a pro-rata basis from the date the service is established at the request of the consumer to the date of discontinuance. The grantor shall have the right to install on each of the individual properties a water meter to be maintained by the grantor, through which all water supplied to the consumer or consumers shall pass and through which the grantor shall have access at reasonable times for the purpose of taking meter readings and keeping said meter in repair.

(a) It is agreed between the parties hereto that for the first year of operation of the water system the above rates shall be deemed reasonable.

(b) The grantor shall maintain accurate books relative to the water system. Such books shall be available for inspection by a person or persons designated in writing by the Trustee or designated in writing by not less than one-third of the beneficiaries of this Trust, provided, that the continuing right of inspection hereby created shall be exercised only at the place where such books are customarily maintained in Boise, Idaho; that such right of inspection shall be exercised during usual business hours, after reasonable notice and in such a manner as not to hamper unduly or interfere with the conduct of the grantor's business.

(c) Changes in rates may be proposed by the grantor and by the said beneficiaries. If within 90 days after notice to the Trustee and to the beneficiaries of a rate change proposed by the grantor not more than one-third of the beneficiaries of this Trust shall have signified in writing their opposition to such proposed rate change, the grantor may forthwith establish such new rates which shall be deemed reasonable pending the accumulation of experience to show such new rates to be unreasonable. If more than one-third of the beneficiaries signify in writing their opposition to a rate change proposed by the grantor, or if more than one-third of the beneficiaries propose in writing a rate change which the grantor opposes, and the parties cannot reach an agreement by negotiation within 30 days, then the matter shall be referred to a board of arbiters, who shall be designated as follows: The grantor shall designate an arbiter, the beneficiaries shall designate an arbiter and the two arbiters thus selected shall choose a

third arbiter. The decision of the board of arbiters as to the reasonableness of rates shall be final upon the parties hereto. All costs of arbitration shall be paid by the losing party or parties. The duly elected officers of a citizens' or property owners' association comprised of the beneficiaries, or the members of a committee duly appointed by such officers, shall prima facie represent more than one-third of the beneficiaries.

(d) Should the grantor charge rates for water service in excess of reasonable rates, as herein above defined, then the Trustee shall notify the grantor of such over-charge by registered mail. Should the grantor thereafter fail or refuse to establish and maintain fair and reasonable rates, as herein above defined, within the period of ninety (90) days, the Trustee shall have the right to immediate possession of the water system for the purpose of furnishing water service at fair and reasonable rates and the Trustee shall have the right to hold, use, operate, manage and control the water system, as set forth under paragraph numbered 4 above.

7. Notwithstanding any other provision of this trust deed, any creditor of record of the grantor shall have a reasonable period of time to correct any default hereunder prior to the taking over of the property by the Trustee.

8. If it should become necessary at any future time for the Trustee or any entity acting in its behalf or any beneficiary under this trust indenture, to take over, operate and manage the water system under the provisions of this trust,

then and in that event, the operator of such system shall be entitled to a Trustee's fee payable from the income of the water system at a rate not in excess of ten per cent (10%) of the gross charges collected by such Trustee, provided that such Trustee's fee may be increased with the approval of the owner or owners of seventy-five per cent (75%) of the properties connected to the said water system.

9. It is agreed that the trustee, at any time after execution of this instrument, may resign as said trustee, whether or not it has become necessary for said trustee or any entity acting in its behalf to take over, operate and manage the water system under the provisions of this trust. Such right of resignation, however, may be exercised only after an appropriate court, by petition thereto, has duly appointed a qualified successor trustee, and after such successor trustee has accepted the duties and responsibilities of trustee as such duties and responsibilities are set out herein.

IN TESTIMONY WHEREOF, Real Estate Sales Corporation, the grantor, has caused these presents to be executed in its behalf by Don H. Eagleson, its President, and its corporate seal to be hereunto affixed and attested by Pat T. Fitzgerald, its Secretary, and First Security Bank of Idaho, National Association, the Trustee herein named, has caused these presents to be executed by its Trust Officer, the day and year first hereinabove written. In entering into the agreement contained herein and executing this Trust Indenture, First Security Bank of Idaho, National Association, acts for itself as

Trustee and as representative of and by authority of all
persons, firms, corporations, or entities which are or may
be beneficiaries under the trust thereby created.

REAL ESTATE SALES CORPORATION

ATTEST:

By /s/ Don H. Eagleson
/s/ Pat F. Fitzgerald Don H. Eagleson, President
Pat T. Fitzgerald, Secretary

GRANTOR

FIRST SECURITY BANK OF IDAHO,
National Association

By /s/ G. J. Gardner
G. J. Gardner, Trustee Officer

TRUSTEE

15 15

STATE OF IDAHO,)
COUNTY OF ADA,) ss.

On this 4th day of November, 1959, before me, the undersigned, a Notary Public in and for said State, personally appeared DON H. EAGLESON, known to me to be the president of Real Estate Sales Corporation, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

/s/ Rebecca Woodworth
Notary Public for the State of Idaho,
Residing at Boise, Idaho

STATE OF IDAHO,)
COUNTY OF ADA,) ss.

On this 18th day of November, 1959, before me, the undersigned, a Notary Public in and for said State, personally appeared G. J. Gardner, known to me to be the Trust Officer of First Security Bank of Idaho, National Association, that executed the foregoing instrument as Trustee, and acknowledged to me that such Bank, as such Trustee 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.

/s/ R. E. Severn
Notary Public for the State of Idaho,
Residing at Boise, Idaho.

STATE OF IDAHO, COUNTY OF ADA, ss.
I for record the instrument of Howard Manweiler
55 Min. past 1:00 P. M. This 26 day of January, 1967.
in Bk. 24 Pg. 294 by CLARENCE A. PLANTING
1350 Recorder By Jerry
Defally

422 Statehouse
Boise

July 5, 1960

C
O
P
Y

Real Estate Sales Corporation
917½ Main Street
Boise, Idaho

Attention: Mr. Hazard

Gentlemen:

Six months ago the Pioneer Park (Terre Grande) water supply was given a temporary approval by this office.

Since that time an adequate and satisfactory bacteriological record has been established by the management. Thus, our requirement of obtaining and maintaining a safe water supply is being carried out. This water supply at the present is given our approval.

Very truly yours,

Malvin Alsager
Public Health Engineer
Engineering and Sanitation Section

MA:vw



CONVERSATION MEMORANDUM

TO: CLAIM FILE NO. 63-18443
FROM: VICKY L MUSIC, WATER RESOURCE AGENT, IDWR / WESTERN
REGION
SUBJECT: EVIDENCE OF PRIORITY
DATE: 4/7/2005
CC: NA

I received a call yesterday from John Hammond, Jr., attorney for Terra Grande Water Co. and Barbara Jean Childs. He found 4 well logs at the DEQ for Terra Grande, all dated in 1958 or 1959. He will deliver today. He is also waiting on power records. However, I told him that the well logs may be sufficient. I need to see them.

I told John that based on the evidence of irrigation around the site in the 1964 aerial, that I could consider the development of the domestic water use after 1963 as an accomplished transfer from irrigation [they claimed 25 acres of irrigation for the 40 acre site of the subdivision].

After our conversation, I ran some numbers and based on 112 homes, will have to convert all but 8 acres of the claimed 25 acres for irrigation. The lots are small, most of the lots are .2 or .3 acres. The 4 lots at the southernmost portion of the subdivision are about .5 acres each. Will be able to recommend 0.84 cfs for domestic for 112 homes [there are 117 homes now] and 8 acres of irrigation at 0.16 cfs per accomplished transfer in nature of use.

The 1987 NAPP photo shows 112 homes so the transfer took place prior to 1987. Also, the 1964 aerial shows field delineation for irrigation all around the site of the subdivision. It is reasonable to assume that irrigation also occurred on the site of the subdivision. Also, I have copies of the plat maps for the subdivision dated 1958 and 1959.

John's # is 331-1000.

VLM

CONVERSATION MEMORANDUM

TO: CLAIM FILE NO. 63-18443
FROM: VICKY L MUSIC, WATER RESOURCE AGENT, IDWR / WESTERN
REGION
SUBJECT: EVIDENCE OF PRIORITY
DATE: 3/11/2005
CC: NA

I received a call today from John Hammond, Jr., attorney for Terra Grande Water Co. and Barbara Jean Childs. She gave him my letter yesterday which had a deadline of today for evidence of priority. He called asking for an extension. I explained the timeline, that the preliminary director's report would go out in about a month and we would still have another month or so after that before it was filed with the Court. I also explained that I needed dates of well installation or other information re how/when the water system was developed. He will try to get something by next Friday.

I told John that I intended to recommend domestic and irrigation for the 44 houses on the site that existed in 1964 per the aerial. This number includes what appears to be a homestead, or 3 homes, on the southernmost portion of the development.

John mentioned that the houses were currently hooked up to United Water for domestic water due to the TCE contamination of the wells and the ongoing DEQ investigation into the source of the contamination and its subsequent remediation. It is not known whether the wells will be used for domestic water again. Understandably, Ms. Child doesn't want to lose her water right. Although almost no new water rights were being granted in Ada Co., the options included filing for a permit for the remainder of the 117 homes, or filing a transfer for a change in use from a domestic use to irrigation.

He will get back to me. His # is 331-1000.

VLM

3/16/05 - JCF John - still looking. Found info re a Dept Health report in 1959 (FOIA) and engineering report in 1967. He will get me the info. Out of town next week. Will let me know something's work at 3/28/05. Former owners: "Hatch", Wesley & Jennie Summers, Don Edmonson/real estate sales corp, Russell Fereday. I told him to look for mail 1966 w/ those owners names.

02/28/2005

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

RIGHT NUMBER: 63-18443
NAME AND ADDRESS: BARBARA JEAN CHESTER CHILD
DBA TERRA GRANDE WATER CO
PO BOX 7112
BOISE ID 83707

SOURCE: GROUND WATER
QUANTITY: 0.520 CFS
45.000 AFY

TRIBUTARY:

PRIORITY DATE: 11/04/1959

POINT OF DIVERSION:

T03N R01E S24 NWNE Within ADA County
T03N R01E S24 NWNE Within ADA County
T03N R01E S24 NWNE Within ADA County
T03N R01E S24 SWNE Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03/01 11/15	0.200 CFS 45.00 AFY
DOMESTIC	01/01 12/31	0.320 CFS

Domestic use is for 44 homes and does not include lawn, garden, landscape, or other types of irrigation.

PLACE OF USE:

<u>IRRIGATION Within ADA County</u>			
T03N R01E S24	NWNE	8.0	T03N R01E S24 SWNE 2.0
<u>DOMESTIC Within ADA County</u>			
T03N R01E S24	NWNE		T03N R01E S24 SWNE

8 10 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.

The quantity of water decreed for this water right for domestic use is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: Beneficial Use

acc by in nature of use.

MEMORANDUM TO CLAIM FILE

TO: CLAIM FILE NO. 63-18443
FROM: VICKY L MUSIC, WATER RESOURCE AGENT, IDWR / WESTERN
REGION
SUBJECT: BASIS FOR RECOMMENDATION
DATE: 2/28/2005
CC: NA

This claim is for domestic use for 112 homes and irrigation use for 25 of 40 acres, with a 1959 priority date. A letter requesting evidence of priority and history of the development and when the wells were installed was sent 2/28/2005.

I found the plat maps for the original subdivisions, dated 1958 and 1959, on the Ada Co Assessor website. This is evidence of priority, however, the problem is that a 1964 aerial shows only 44 houses on the site. This number includes what appears to be a homestead, or 3 homes, on the southernmost portion of the development.

Because of what the 1964 photo reveals, I can only recommend the right for 44 homes. I recommended 0.32 cfs for domestic. The developed portion of the site was approx. 19.1 acres in 19654 so I recommended 10 acres irrigation. Based on where the wells are located, it is reasonable to assume that the wells were there by the time the 1964 aerial was taken. However, there appears to be no activity on the rest of the site to indicate that the water lines were stubbed in at that time.

If claimant contacts me, I will solicit an application for permit for the remaining 68 homes and additional irrigation. Even though few new applications for permit are being processed, there is no other alternative.

VLM



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

February 28, 2005

BARBARA JEAN CHESTER CHILD
P.O. BOX 7112
BOISE, ID 83707

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

RE: EVIDENCE OF PRIORITY
Snake River Basin Claim No(s): A63-18443

Dear Claimant(s),

In the past, you submitted the above referenced claim(s) during the Snake River Basin Adjudication (SRBA) claims taking. Enclosed is a printout of the claim(s) for your reference only. You indicated, when this claim was filed, that the water right(s) was based on either a "Statutory Claim" or "Beneficial Use" of the water. Water rights of this type are established by historical use of the water for a beneficial use purpose, dating back to the time the water was first used; this date being the "Priority Date" as shown on the enclosed print-out.

Enclosed is a pamphlet entitled "**Evidence of Priority**" which describes why evidence of the priority date is necessary, along with examples of types of evidence that can be submitted to fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "**What Kind of Evidence is Required**" and "**Some Examples of Documents Which May Be Evidence of the Priority Date.**"

If no evidence of this priority date is submitted, your priority date, as claimed, may not be recommended to the SRBA court for decree. This could jeopardize your water use under this right(s) if water availability problems arise in the future.

In addition to the evidence of priority, IDWR needs information about the development of the water system and when each of the wells were drilled. Please call me about the history of the water system and required evidence supporting the priority date(s) by March 11, 2005.

Please let me know if have questions not covered by this letter and the enclosed pamphlet, by the date indicated above.

Sincerely,


Vicki L. Music
Water Resource Agent

Enclosures: Notice of claim report for A63-18443
"Evidence of Priority" brochure

NOTE: If you no longer own the property upon which this claim was filed, please contact this office immediately. Idaho State law requires that the Department be notified of a change of owner or address on a water right.



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

November 9, 2001

RE: Investigation of Water Right Claims in the Snake River Basin Adjudication, Basin 63

Dear Claimant:

As you may be aware, the Idaho Department of Water Resources (IDWR) is commencing its Snake River Basin Adjudication (SRBA) investigation of water rights in the Boise River Basin (Basin 63). This investigation is a major effort, and IDWR has hired a contractor, Intrepid Engineering Services, to assist us with this task.

The purpose of this letter is to advise you that Intrepid might be contacting you to conduct a field investigation of your water use. This investigation is meant to provide important information to the IDWR Senior Water Resource Agent who will be making a recommendation for your water rights. Accordingly, we request that you provide Intrepid with access to your water diversion system so that their personnel can conduct this field examination. Intrepid will be gathering information on the rate of flow, diversion location and place of use of your water rights, and will be reporting this information to IDWR.

If you have sold your property in the Boise River Basin, we request that you forward this letter to the purchaser, so that the purchaser can report the new name and address to our office. If you are unable to forward this letter, please send any information regarding a new owner to our Western Regional Office located at 2735 Airport Way, Boise, 83705, (208) 334-2190.

The process of adjudicating your water rights is straightforward for most people, resulting in the issuance of decreed water rights on your property. Experience has shown that water users who work with our agency early in the process to ensure that their recordings are correct have a better experience than those who wait until IDWR has filed its findings with the SRBA Court. Thus, we encourage you to work with our staff and with Intrepid to ensure that the results accurately reflect your water uses.

Sincerely,

Jan Shurte
Adjudication Section Supervisor
Western Regional Office

ILLINOIS DEPARTMENT OF WATER RESOURCES

02/28/2005

ADJUDICATION CLAIM POD REVIEW REPORT

ADJUDICATION CLAIM NUMBER: 63-18443

1

Water Right #	Type	Twp	Rg	Sec	QQ	Q	Lot	Source	Name
63-17249	Claim	03N	18	24	NW	NE		GROUND WATER	A BOYD JEFFERY
63-18443	Claim	03N	18	24	NW	NE		GROUND WATER	BARBARA JEAN CHESTER CHILD
63-18443	Claim	03N	18	24	NW	NE		GROUND WATER	BARBARA JEAN CHESTER CHILD
63-18443	Claim	03N	18	24	NW	NE		GROUND WATER	BARBARA JEAN CHESTER CHILD
63-18443	Claim	03N	18	24	SW	NE		GROUND WATER	BARBARA JEAN CHESTER CHILD
63-17249	Water Right	03N		4	NW	NE		GROUND WATER	A BOYD JEFFERY

IDAHO DEPARTMENT OF WATER RESOURCES
 ADJUDICATION CLAIM POU REVIEW REPORT
 ADJUDICATION CLAIM NUMBER: 63-18443

02/28/2005

1

Right #	Type	Twp	Rge	S	Q	Lot	Purpose of Use	Acres/Total	Name
18443	Claim	03N	01E	14	NE		IRRIGATION	15/25	BARBARA JEAN CHESTER CHILD
17249	Water Right	03N	01E	14	NE		STOCKWATER		A BOYD JEFFERY
18443	Claim	03N	01E	14	NE		DOMESTIC		BARBARA JEAN CHESTER CHILD
17249	Water Right	03N	01E	14	NE		DOMESTIC		A BOYD JEFFERY
18443	Claim	03N	01E	14	NE		IRRIGATION	10/25	BARBARA JEAN CHESTER CHILD
18443	Claim	03N	01E	14	NE		DOMESTIC		BARBARA JEAN CHESTER CHILD

UNITED WATER, CITY OF BOISE REMOVED - VLM

DESKTOP REVIEW/VLM

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

Prior to Field Exam

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

CLAIMANT INFORMATION – verify contact information is completeClaim No(s) 63-19443

Owner: _____ Phone No. _____

Current Address: _____

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

10012 Eschelman St. Boise 83104

Accompanied by: _____

PRIORITY DATE

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

Priority date, per claimant, is: 11-4-1959 40 HOMES PRESENT IN 1964

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

never sent over 100

Source: _____ Tributary to _____

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

POINT OF DIVERSION

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

DIVERSION AND DELIVERY SYSTEM

Points of Diversion:

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

Description of diverting works

see claim and Interpid Exam

OVERLAP REVIEW

Other water rights with the same point of diversion: no

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

WATER USES

☒ No change

☐ Different Uses

44 homes
 Use DPA1 From 1-1 To 12-31 Amount 32.84 CFS AFA
 Use IVV From 3-1 To 11-15 Amount 2.16 CFS 316 AFA *8 ac.*
 Use _____ From _____ To _____ Amount _____ CFS AFA
 $(-2 \text{ ac})(1.9835)(200) = 103.1$ *or* $(17 \text{ ac})(4.5) = 45 \text{ AFA}$ $(8 \text{ ac})(4.5) = 36 \text{ AFA}$
TOTAL VOLUME - Groundwater only

☐ Incomplete on claim, the total is, Amount 2.16 CFS 4536 AFA

☐ Changes found, the new total is, Amount _____ CFS _____ AFA

☐ More than 1" per Acre? Yes _____ (claimant must complete excess flow sheet)

NON-IRRIGATION USES:

☒ No change

☐ Changes Exam found: Domestic # of homes _____ Stock # _____

Types _____ Additional comments: _____

PLACE OF USE:

☒ No Change

☐ Changes shown below:

*only 44 homes developed by 1964. ~
19 ac. total*

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	

Overlap with other water rights: none

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

Delivery System Narrative:

see claim and Intrepid form

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

FLOW MEASUREMENTS:

Attach appropriate documents

NARRATIVE/REMARKS/COMMENTS

was Domestic use is for ¹¹² homes and ~~doesn't~~ int. irr.
NO & for dom not a det of inst. b/c.
COY all tax purpose

claimed 112 ponds but only 44 ponds
in 1964. see memo in file.

AFTER EXAM THE FILE SHOULD CONTAIN:

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

DATE EXAM CONDUCTED: _____

2-20-05

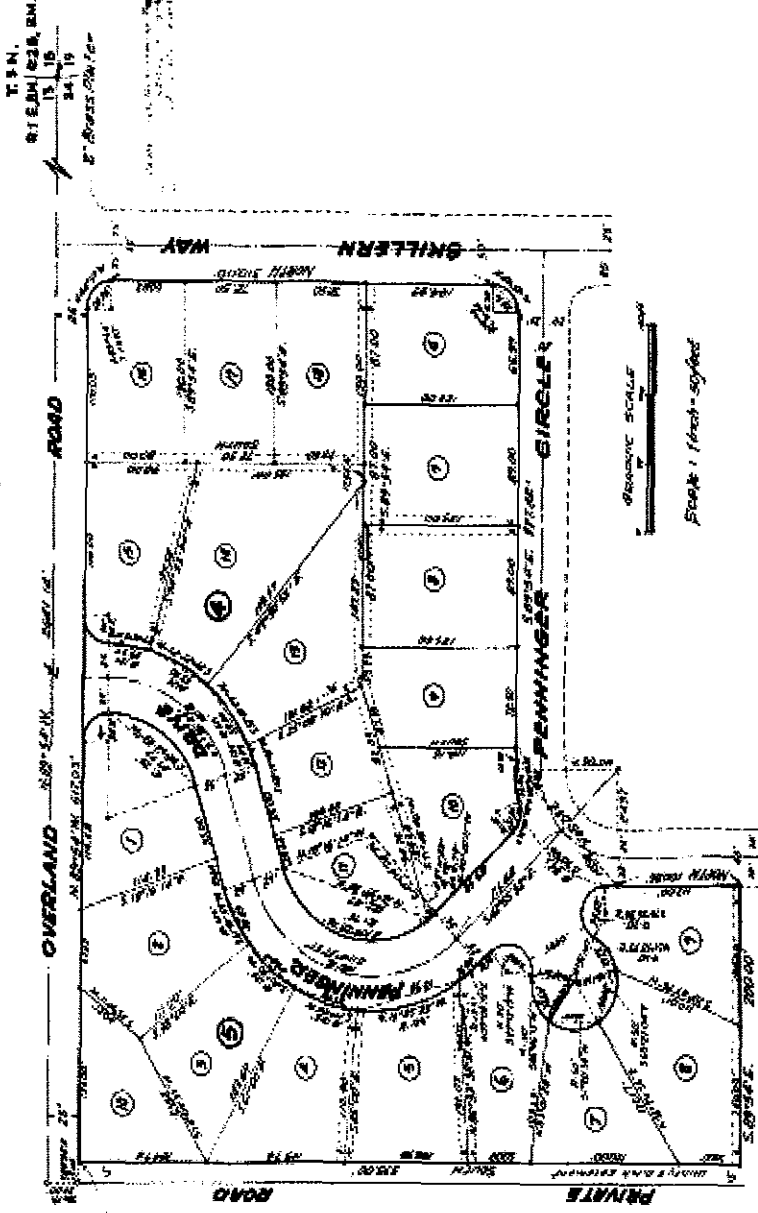
FIELD EXAMINER: _____

[Signature] *[Signature]*

AMENDED PLAT OF LOTS (LOTS 1 & 10 TO 14), TERRA GRANDE PARK No 1

PART OF THE NW 1/4 NW 1/4 NE 1/4 SECTION 24, T.3N., R.1E., S.4M.
ADA COUNTY, IDAHO

HOPPMANN, FISKE & MILAR - CONSULTING ENGINEERS

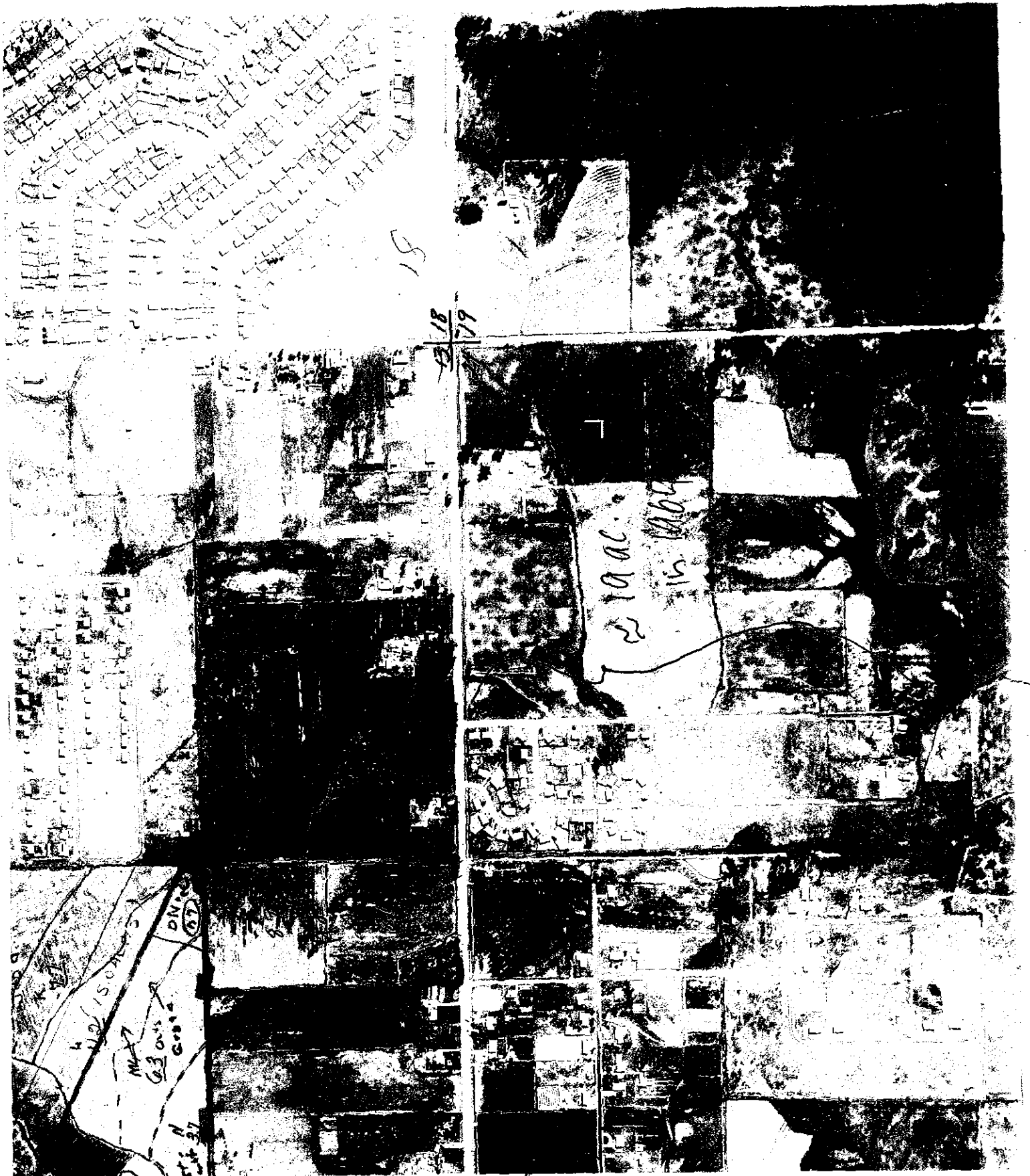


Approved for filing 1/10/74 by the Board of Commissioners of Ada County, Idaho
CHARTERED ENGINEERS

1973

Retrieving Data...





28-1964.

DHT-3DD-76

Idaho Department of Water Resources

Claim Number: 63-18443
 Legal: T03N, R01E, S24
 Reviewed By:

⊙ Point of Diversion

☐

Place of Use

☐

Section Lines

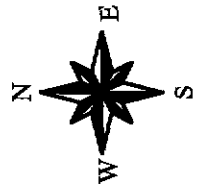
☐

Quarter Quarter Lines

1987 Napp Photo

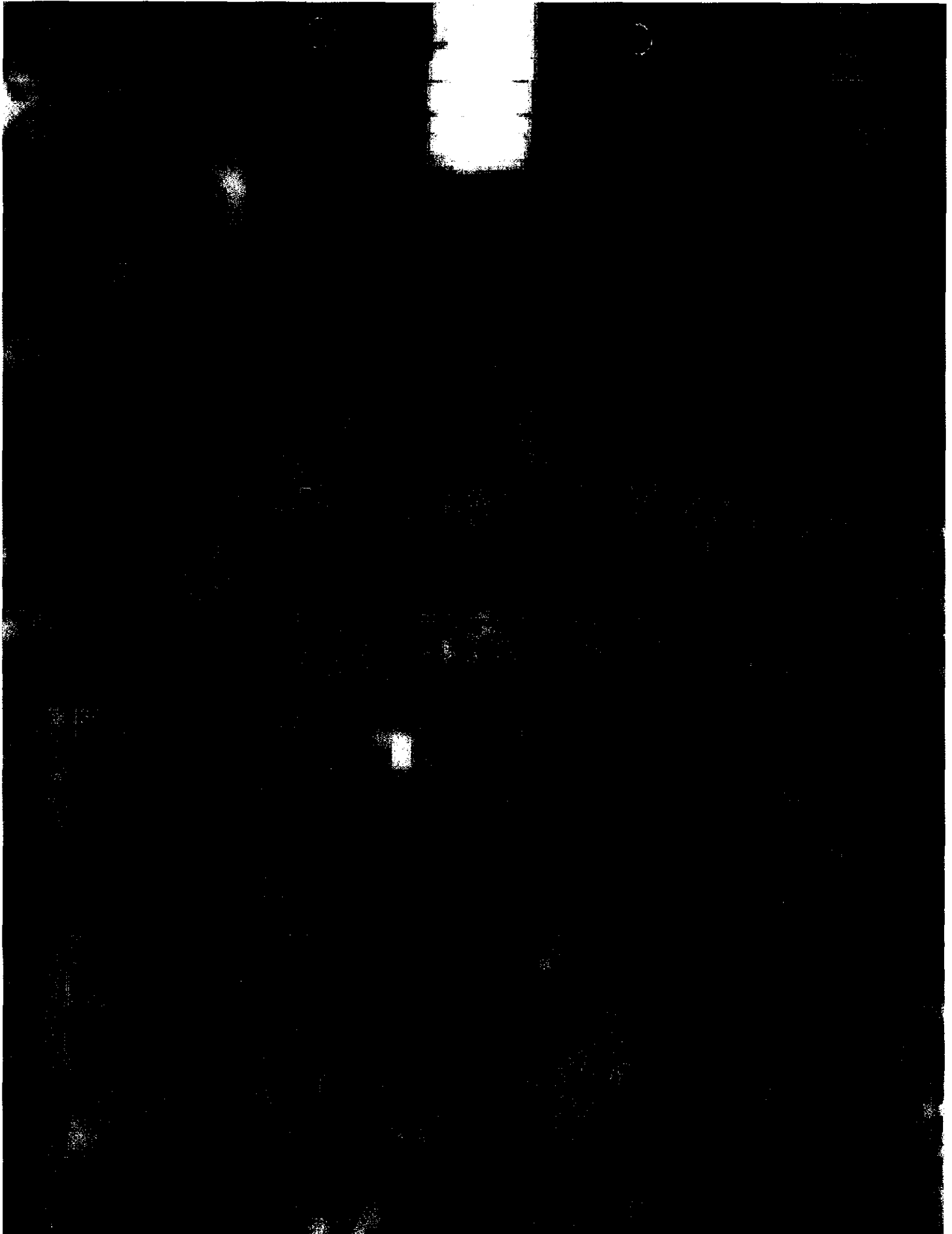


0 0.25 0.5 Miles



I marked all wells
 now installed 2 new

well field by
 installed 2 new



ADENWINE



IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 63



RIGHT ID 63 18443

POD ID 173457

Quad Cloverdale 3

Claim Type Large

Easting 315894

Northing 279004

GPSID A0013084

Diversion Description

Well #2, Terra Grande Water Company. Could not contact claimant. Well house locked.

Assumptions

Horse power, pressure head, and elevation head.

Invoice

2000-055-01

- Phase-0 (No Attention)
- Phase-I (Ready to Go to Field)
- Phase-II (Site Visit - Data Missin)
- Phase-III (Complete w/issues)
- Phase-IV (Total Complete)

Linked Photos

a Photos\173457a.JPG

EPE (ft)	Date (M/D/Y)	Time	Flow Rate (CFS)
17	12/5/01	15.19	0.19

Open Channel Flow

☐ Complete one box from both Area and Calculation sections

Cross Sectional Area

☐ Circular Channel

- ☐ Less than half full
- ☐ Half full
- ☐ More than half full
- ☐ Full

Diameter 0

Depth 0

☐ Rectangular Channel

Width 0

Depth 0

Flow Calculation

☐ Continuity **Velocity** 0

☐ Orifice

(Use only for head over a pipe flowing full with free discharge)

Depth of Water above orifice centerline 0

☐ Weir

(Use only for water flowing freely over weir)

Height of water above nappe 0

Width of weir 0

☐ Manning

(If used, include photo of representative channel section)

Channel Slope

Channel Description	
Concrete lined	.016
Smooth earth	.025
Earth	.033
Rough bed, weeds on sides	.04
Smooth natural stream	.033
Rough natural stream	.1

Pumped System ☒

HP 5

Pressure Head (psi) 50

Elevation Head (ft) 50

Motor Mfg

Motor Serial #

Pump Type

Pump Mfg

Pump Serial#

New Contact Information ☐

New Contact Comments

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RIGHT ID

63 18443

Claim # A63-18443
Photo # 173457
NENWNE Section 24



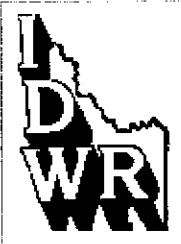
2001/12/ 5 3:20pm

NW 1/4 1/2



IDAHO DEPARTMENT OF WATER RESOURCES

— SNAKE RIVER BASIN ADJUDICATION - BASIN 63 —



RIGHT ID 63 18443

POD ID 173458

Quad Cloverdale 3

Claim Type Large

Easting 315819

Northing 278962

GPSID A0013076

Diversion Description

Well #1, Terra Grande Water Company. Well house locked.

Assumptions

Horse power, pressure head, and elevation head.

Invoice

2000-055-01

- Phase-0 (No Attention)
- Phase-I (Ready to Go to Field)
- Phase-II (Site Visit - Data Missin
- Phase-III (Complete w/issues)
- Phase-IV (Total Complete)

Linked Photos

Photos\173458a.JPG

EPE (ft)	Date (M/D/Y)	Time	Flow Rate (CFS)
17	12/10/01	16.02	0.56

Open Channel Flow

☐ Complete one box from both Area and Calculation sections

Cross Sectional Area

☐ Circular Channel

- ☐ Less than half full
- ☐ Half full
- ☐ More than half full
- ☐ Full

Diameter 0

Depth 0

☐ Rectangular Channel

Width 0

Depth 0

Flow Calculation

☐ Continuity

Velocity 0

☐ Orifice

(Use only for head over a pipe flowing full with free discharge)

Depth of Water above orifice centerline 0

☐ Weir

(Use only for water flowing freely over weir)

Height of water above nappe 0

Width of weir 0

☐ Manning

(If used, include photo of representative channel section)

Channel Slope

Channel Description	
Concrete lined	.016
Smooth earth	.025
Earth	.033
Rough bed, weeds on sides	.04
Smooth natural stream	.033
Rough natural stream	.1

Pumped System

☒

HP 15

Pressure Head (psi) 50

Elevation Head (ft) 50

Motor Mfg

Motor Serial #

Pump Type

Pump Mfg

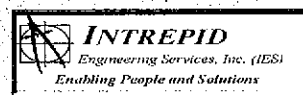
Pump Serial#

New Contact Information

☐

New Contact Comments

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RIGHT ID

63 18443

Claim # A63-18443
Photo # 173458
NWNWNE Section 24

2001/12/ 5 3:58pm



IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 63

RIGHT ID 63 18443
POD ID 173460
Quad Cloverdale 3
Claim Type Large
Easting 315799
Northing 278417
GPSID A0013082

Diversion Description

Well #4 Terra Grande Water Company. Well house locked. Could not contact claimant.

Assumptions

Horse power, pressure head, and elevation head.

Invoice

2000-055-01

Phase-0 (No Attention)
Phase-I (Ready to Go to Field)
Phase-II (Site Visit - Data Missin
Phase-III (Complete w/issues)
Phase-IV (Total Complete)

Linked Photos

Photos\173460a.JPG

EPE (ft)

17

Date (M/D/Y)

12/5/01

Time

15.40

Flow Rate (CFS)

0.19

Open Channel Flow

☐ Complete one box from both Area and Calculation sections

Cross Sectional Area

☐ Circular Channel

- ☐ Less than half full
☐ Half full
☐ More than half full
☐ Full

Diameter 0

Depth 0

☐ Rectangular Channel

Width 0

Depth 0

Flow Calculation

☐ Continuity

Velocity 0

☐ Orifice

(Use only for head over a pipe flowing full with free discharge)

Depth of Water above orifice centerline 0

☐ Weir

(Use only for water flowing freely over weir)

Height of water above nappe 0

Width of weir 0

☐ Manning

(If used, include photo of representative channel section)

Channel Slope

Channel Description

Concrete lined .016
Smooth earth .025
Earth .033
Rough bed, weeds on sides .04
Smooth natural stream .033
Rough natural stream .1

Pumped System ☒

HP 5

Pressure Head (psi) 50

Elevation Head (ft) 50

Motor Mfg

Motor Serial #

Pump Type

Pump Mfg

Pump Serial#

New Contact Information ☐

New Contact Comments

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INTREPID
Engineering Services, Inc. (IESI)
Enabling People and Solutions

RIGHT ID

63 18443

Claim # A63-18443

Photo # 173460

SWSWNE

2001/12/ 5 3:42pm

SW NW 1/4



IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 63



RIGHT ID 63 18443
POD ID 173459
Quad Cloverdale 3
Claim Type Large
Easting 315736
Northing 278845
GPSID A0013077

Diversion Description

Well #3, Terra Grande Water Company. No access. Could not contact claimant.

Assumptions

Horse power, pressure head, and elevation head.

Invoice

2000-055-01

Phase-0 (No Attention)
Phase-I (Ready to Go to Field)
Phase-II (Site Visit - Data Missin
Phase-III (Complete w/issues)
Phase-IV (Total Complete)

Linked
Photos

Photos\173459a.JPG

EPE (ft)

16

Date (M/D/Y)

12/5/01

Time

15.50

Flow Rate (CFS)

0.28

Open Channel Flow

☐ Complete one box from both Area and Calculation sections

Cross Sectional Area

☐ Circular Channel

- ☐ Less than half full
- ☐ Half full
- ☐ More than half full
- ☐ Full

Diameter 0

Depth 0

☐ Rectangular Channel

Width 0

Depth 0

Flow Calculation

☐ Continuity

Velocity

0

☐ Orifice

(Use only for head over a pipe flowing full with free discharge)

Depth of Water above orifice centerline 0

☐ Weir

(Use only for water flowing freely over weir)

Height of water above nappe 0

Width of weir 0

☐ Manning (If used, include photo of representative channel section)

Channel Slope

Channel Description	Concrete lined	.016
	Smooth earth	.025
	Earth	.033
	Rough bed, weeds on sides	.04
	Smooth natural stream	.033
	Rough natural stream	.1

Pumped System ☒

HP 7.5

Pressure Head (psi) 50

Elevation Head (ft) 50

Motor Mfg

Motor Serial #

Pump Type

Pump Mfg

Pump Serial#

New Contact Information ☐

New Contact Comments

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INTREPID
Engineering Services, Inc. (IES)
Enabling People and Solutions

RIGHT ID

63 18443

Claim # 18443
Photo # 18459
SWNWN Section 24

2001/12/ 5 3:48pm



1607 Ash Park

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**Residential Characteristics 1 for Parcel "R8378010110"**

Occupancy Date:	No Date Available
Year Built:	1959
Year Remodel:	0
Effective Age:	0
Construction Class:	3
Number of Bedrooms:	3
Number Bathrooms:	1.0
Number of Fireplaces:	1
Air Conditioning:	N
Car Storage Sq Ft #1:	0
Car Storage Sq Ft #2:	0
General Purpose Building Sq Ft:	0
Porch Sq Ft:	0
Deck Sq Ft:	0
Deck Covered:	N
Patio Sq Ft:	0
Patio Covered:	N
Pool Sq Ft:	0
Total Sq Ft:	1175
Main Floor Sq Ft:	1175
Upper Floor Sq Ft:	0
Finished Lower Floor Sq Ft:	0
Unfinished Lower Floor Sq Ft:	0
Finished Basement Floor Sq Ft:	0
Unfinished Basement Floor Sq Ft:	0
Finished Attic Sq Ft:	0
Unfinished Attic Sq Ft:	0

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800 W Dorian

Residential Characteristics 1 for Parcel "R8378010005"

Occupancy Date:	No Date Available
Year Built:	1956
Year Remodel:	0
Effective Age:	0
Construction Class:	3
Number of Bedrooms:	3
Number Bathrooms:	1.0
Number of Fireplaces:	1
Air Conditioning:	N
Car Storage Sq Ft #1:	368
Car Storage Sq Ft #2:	0
General Purpose Building Sq Ft:	0
Porch Sq Ft:	0
Deck Sq Ft:	0
Deck Covered:	N
Patio Sq Ft:	0
Patio Covered:	N
Pool Sq Ft:	0
Total Sq Ft:	880
Main Floor Sq Ft:	880
Upper Floor Sq Ft:	0
Finished Lower Floor Sq Ft:	0
Unfinished Lower Floor Sq Ft:	0
Finished Basement Floor Sq Ft:	0
Unfinished Basement Floor Sq Ft:	0
Finished Attic Sq Ft:	0
Unfinished Attic Sq Ft:	0

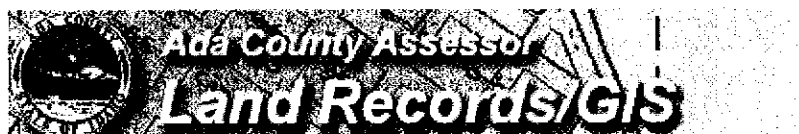
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Residential Characteristics 1 for Parcel "R8378000051"

Occupancy Date:	No Date Available
Year Built:	1970
Year Remodel:	0
Effective Age:	0
Construction Class:	3
Number of Bedrooms:	3
Number Bathrooms:	1.5
Number of Fireplaces:	0
Air Conditioning:	Y
Car Storage Sq Ft #1:	736
Car Storage Sq Ft #2:	0
General Purpose Building Sq Ft:	0
Porch Sq Ft:	0
Deck Sq Ft:	0
Deck Covered:	N
Patio Sq Ft:	144
Patio Covered:	Y
Pool Sq Ft:	0
Total Sq Ft:	1728
Main Floor Sq Ft:	864
Upper Floor Sq Ft:	0
Finished Lower Floor Sq Ft:	0
Unfinished Lower Floor Sq Ft:	0
Finished Basement Floor Sq Ft:	100
Unfinished Basement Floor Sq Ft:	764
Finished Attic Sq Ft:	0
Unfinished Attic Sq Ft:	0

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1621 S Plummer

Residential Characteristics 1 for Parcel "R8378010160"

Occupancy Date:	No Date Available
Year Built:	1958
Year Remodel:	0
Effective Age:	0
Construction Class:	3
Number of Bedrooms:	3
Number Bathrooms:	1.0
Number of Fireplaces:	1
Air Conditioning:	N
Car Storage Sq Ft #1:	220
Car Storage Sq Ft #2:	0
General Purpose Building Sq Ft:	0
Porch Sq Ft:	0
Deck Sq Ft:	0
Deck Covered:	N
Patio Sq Ft:	0
Patio Covered:	N
Pool Sq Ft:	0
Total Sq Ft:	1100
Main Floor Sq Ft:	1100
Upper Floor Sq Ft:	0
Finished Lower Floor Sq Ft:	0
Unfinished Lower Floor Sq Ft:	0
Finished Basement Floor Sq Ft:	0
Unfinished Basement Floor Sq Ft:	0
Finished Attic Sq Ft:	0
Unfinished Attic Sq Ft:	0

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Idaho Department of Water Resources

Claim Number: 63-18443
Legal: T03N, R01E, S24
Reviewed By:

⊙ Point of Diversion

☐

Place of Use

☐

Section Lines

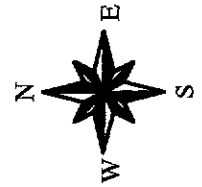
☐

Quarter Quarter Lines

1987 Napp Photo



0 0.25 0.5 Miles



JDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM/ID #: 63-18443 Date: 3-13-01

	TNS	RNG	SEC	NE				NW				SW				SE				Sum
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Claim	3N	1E	24		15	10														25
GIS					23	20														43
Claim																				
GIS																				
Claim																				
GIS																				
Claim																				
GIS																				

Number of POD's 4

Total Claimed Acres: 25

Total GIS Acres: 43

Overlapping POU Claim #'s:

COMMENTS:

per claim map
