

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: **A63-07011A**
Date Received: 3/19/1990
Receipt No: C015714
Received By: _____

AMENDED

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

AMENDED

1. Name: LARRY WILLIAMS 208-383-0000
Address: 914 HOUSTON ROAD
BOISE ID 83706
OR
Name: MARIANNE WILLIAMS 208-383-0000
Address: 914 HOUSTON ROAD
BOISE ID 83706

2. Date of Priority: AUG 14, 1967

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02N	03W	24	SE	NW	NW		CANYON
			SW	NE	SW		CANYON

5. Description of diverting works:
2 WELLS, TURBINE PUMPS, WELL #2 HAS A BOOSTER PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.320		

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

8. Total consumptive use is 406.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	03W	24	NW	NW		IRR	37.0
			SW	NW		IRR	39.0
			NW	SW		IRR	40.0
Section Acres							116.0
Total Acres							116.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
NONE

14. Remarks:
CONFORMED ADDRESS TO D.E. STANDARDS 03/29/95 SS.

15. Basis of Claim: LICENSE

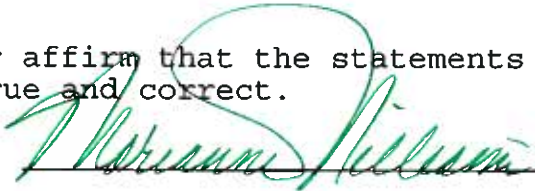
16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s):  Date: 3/30/95

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 30th day
of March 1995 L. Sherman
Notary Public

Seal

Residing at Boise ID
My Commission Expires 11-14-1998



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: _____

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

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

☐ Water Right Number(s)
Assigned by IDWR: A63-03330A, A63-07011A, A63-07075A

☐ Name and Address of Former Owner/Claimant(s)(Seller): Travelers Ins. Co. Real Estate Div., ATTN: J. Daniel
PO Box 17480
Denver CO 80217

☐ New Owner/Claimant (Purchaser): LARRY OR MARIANNE WILLIAMS

☐ New Mailing Address: 914 HOUSTON ROAD
BOISE, ID 83706

☐ New Telephone Number: (208) 383-0000

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

☐ Attach proof of ownership, describe proof attached: Tax notices

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

☒ Signature of New Owner/Claimant(s) Marianne Williams Date 3/30/95

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

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 3/30/95 By: RLT

Further Action Needed:

none

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

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

cc: 1 former owner

CANYON COUNTY ASSESSOR
1115 ALBANY ST. RM 323
CALDWELL, ID 83605

Phone 454-7431

CATEGORY DESCRIPTION
IRRIGATED AGRICUL

THIS IS NOT A BILL

IMPORTANT NOTICE - PLEASE READ

PARCEL NO. 4R30193-010- -0
UNIFORM 02N03W244900

TAX CODE 016-00 05-22-94

LOTS / ACRES

35.46

MARKET VALUE

11,525

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
CALDWELL, ID 83605-
PERMIT NO. 4

1994

TAXPAYERS

VALUATION

ASSESSMENT NOTICE

IF THERE ARE ANY QUESTIONS
REGARDING THIS STATEMENT
NOTIFY THE ASSESSOR'S OFFICE BEFO

TOTAL FULL CASH VALUE
NESW LESS N 150'

11,525 JUNE 20, 1994

See the reverse side for further reference
KEEP THIS COPY FOR YOUR RECORD

REGULAR ROLL

SEC 24-2N-3W SW

Mail To:
WILLIAMS, LARRY & MARIANNE-

PROPERTY ADDRESS

DEER FLAT RD, NA

P O BOX 67
BOISE

ID 83707

A63-03330A, A63-07011A, A63-07075A

CANYON COUNTY ASSESSOR
1115 ALBANY ST. RM 323
CALDWELL, ID 83605

Phone 454-7431

CATEGORY DESCRIPTION
IRRIGATED AGRICULTURAL
HOMESITE RURAL LANDS
RURAL COML TRACT
IMPROVEMENT ON LAND

THIS IS NOT A BILL

IMPORTANT NOTICE - PLEASE READ

PARCEL NO. 4R30193-010-A-0
UNIFORM 02N03W241200
TAX CODE 016-00 05-22-94

LOTS / ACRES

24.54
1.00
19.00

MARKET VALUE

7,300
10,000
15,200
38,275

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
CALDWELL, ID 83605-31
PERMIT NO. 4

1994

TAXPAYERS

VALUATION

ASSESSMENT NOTICE

Taxes are based on the valuation
listed on this statement

IF THERE ARE ANY QUESTIONS
REGARDING THIS STATEMENT
NOTIFY THE ASSESSOR'S OFFICE BEFORE

TOTAL FULL CASH VALUE
SEW & N 150' OF NESW

70,775 JUNE 20, 1994

See the reverse side for further reference

KEEP THIS COPY FOR YOUR RECORD

REGULAR ROLL

SEC 24-2N-3W NW

Mail To:

WILLIAMS, LARRY & MARIANNE

PROPERTY ADDRESS

DEER FLAT RD, NA

P O BOX 67
BOISE

ID 83707

CANYON COUNTY ASSESSOR
1115 ALBANY ST. RM 323
CALDWELL, ID 83605

Phone 454-7431

CATEGORY DESCRIPTION
IRRIGATED AGRICULTURAL
WASTE

THIS IS NOT A BILL

IMPORTANT NOTICE - PLEASE READ

PARCEL NO. 4R30194-010-A-0
UNIFORM 02N03W243001
TAX CODE 016-00 05-22-94

LOTS / ACRES

116.60
1.33

MARKET VALUE

35,375

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
CALDWELL, ID 83605-31
PERMIT NO. 4

1994

TAXPAYERS

VALUATION

ASSESSMENT NOTICE

Taxes are based on the valuation
listed on this statement

IF THERE ARE ANY QUESTIONS
REGARDING THIS STATEMENT
NOTIFY THE ASSESSOR'S OFFICE BEFORE

TOTAL FULL CASH VALUE
NW SW & W 1/2 NW LS TX 8

35,375 JUNE 20, 1994

See the reverse side for further reference

KEEP THIS COPY FOR YOUR RECORD

REGULAR ROLL

SEC 24-2N-3W NW

Mail To:

WILLIAMS, LARRY & MARIANNE

PROPERTY ADDRESS

DEER FLAT RD, NA

P O BOX 67
BOISE

ID 83707

A63-03330A A63 07011A A63-07015A

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: A63-07011A
Date Received: 3/19/1990
Receipt No: CO15714
Received By: CA

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: THE TRAVELERS INSURANCE CO. 303-740-1826
Address: REAL ESTATE INVESTMENT DEPT.
ATTN: JOE DANIELS
P.O. BOX 17480
DENVER, CO 80217

2. Date of Priority: AUG 14, 1967

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02N	03W	24	SE	NW	NW		CANYON
			SW	NE	SW		CANYON

5. Description of diverting works:
2 WELLS, TURBINE PUMPS, WELL #2 HAS A BOOSTER PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.320		

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

8. Total consumptive use is 406.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
02N	03W	24	NW	NW		IRR	37.0

A63-07011A

Page 1

Date: 03/19/90

MICROFILMED

AUG 21 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	03W	24	SW	NW		IRR	39.0
			NW	SW		IRR	40.0

Section Acres 116.0

Total Acres 116.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: -2-

For Organizations:

I do solemnly swear or affirm that I am an Authorized Agent of The Travelers Insurance Company, that I have signed the foregoing document in the space below as an Authorized Agent of The Travelers Insurance Company and that the statements contained in the foregoing document are true and correct.

Donald E. Reed
Signature of Authorized Agent

The Travelers Insurance Company
Title and Organization

March 19, 1990
Date

State of Idaho

County of Ada

)
) SS.
)

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

of March 19 90

Carter Fritschle
Notary Public

Seal

Residing at _____

My Commission Expires _____

Carter Fritschle, Notary Public
Residing at Eagle, Idaho
My Commission Expires March 21, 1994

T2N
R3W

7.5 MINUTE SERIES (ORTHOPHOTC

LAKE SHORE DRIVE 1.6 MI.



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

RIGHT NUMBER: 63-7011A

NAME AND ADDRESS: DEERSKY RANCH HOMEOWNERS ASSOC
8830 DEERSKY RANCH TRAIL
NAMPA ID 83686

~~LARRY WILLIAMS~~
~~MARIANNE WILLIAMS~~
~~914 HOUSTON RD~~
~~BOISE ID 83706~~

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.320 CFS
522.000 AFY

PRIORITY DATE: 08/14/1967

POINT OF DIVERSION:

T02N R03W S24 SENWNW Within CANYON County

T02N R03W S24 SWNESW Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/15	2.320 CFS 522.00 AFY

The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in CANYON County

T02N R03W S24	NWNW	37.00	T02N R03W S24	SWNW	39.00
T02N R03W S24	NWSW	40.00			

116 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

A measuring device of a type approved by the Department shall be permanently installed and maintained as part of the diverting works.

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

In Re SRBA

Case No. 39576

)
)
)
)
)

Water Rights: 63-7011A

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

IDWR has completed the following administrative proceeding:

- ☐ Address change
- XX Substitution of Party
- ☐ IC § 42-222 transfer
- ☐ Point of diversion ☐ Place of use
- ☐ Period of use ☐ Nature of use
- ☐ Split of water right ☐ Change in ownership
- ☐ Other
- ☐ IC § 42-219 license

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Report(s)* for said water right(s). No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: February 29, 2008


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on February 29, 2008, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court	☐ overnight mail
Snake River Basin Adjudication	☒ regular mail
P.O. Box 2707	☐ hand-delivered
Twin Falls, ID 83303-2707	☐ facsimile

2. Copies to:

Clive Strong	☐ overnight mail
Off ice of the Attorney General	☒ regular mail
P.O. Box 44449	☐ hand-delivered
Boise, ID 83711-4449	☐ facsimile

United States Dept of Justice	☐ overnight mail
Environment & Natural Resource Div	☒ regular mail
550 West Fort Street MSC 033	☐ hand-delivered
Boise ID 83724	☐ facsimile

3. Copies to all parties to the subcase:

Deersky Ranch Homeowners Assoc	☐ overnight mail
8830 Deersky Ranch Trail	☒ regular mail
Nampa ID 83686	☐ hand-delivered
	☐ facsimile

Larry Williams	☐ overnight mail
Marianne Williams	☒ regular mail
914 Houston Rd.	☐ hand-delivered
Boise ID 83706	☐ facsimile



Signature of person mailing this document



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

February 29, 2008

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

DEERSKY RANCH HOMEOWNERS ASSOC
8830 DEERSKY RANCH TRAIL
NAMPA ID 83686

Re: Water Right Nos. 63-7011A, 63-32968 (Split), 63-32970 (Split)

Dear Sir or Madam:

Enclosed are copies of the above referenced water rights, which reflect the change in ownership of the land and appurtenant water rights.

When a portion of the original water right has been conveyed to another and the original right has been split, then the original right number is renumbered to represent each split. Each split contains only the portion of the original right for each separate owner. The above referenced new water right numbers reflect your remaining portion of the original right after the change of ownership.

Enclosed is a copy of the Notice of Completed Administrative Proceedings, which has been sent to the Snake River Basin Court as notification of the change.

If you have any questions concerning the enclosed water rights, please feel free to contact this office.

Sincerely,

Lori Harris
Technical Records Specialist 2
Adjudication Section
Western Region Office

LH:l
Enclosures

RECEIVED

AUG 06 2007

RECEIVED

AUG 02 2007

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

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

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

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
63-7011A	same				
63-32299	same	X			
63-32301	same	X			

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

3. Name and Address of Former Owner/Claimant(s)

Williams

4. New Owner/Claimant(s)

Deersky Ranch Homeowner's Assoc

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

8830 Deersky Ranch Trail

City, State and ZIP Code

Nampa Id 83686

New Telephone Number

(208) 461-2062

5. Date you acquired the property

July 2001

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

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

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

7. Signature(s) of New Owner(s) or Claimant(s)

Robert Rogers Board Member
Dewey Ranch Homeowner's Assoc.
 (title if applicable)
 (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by *[Signature]*
 Received by *[Signature]*
 Processed by *[Signature]* AJ

Date 8-6-07
 Date 2-11-08

Receipt Amt. N/A
 Receipt No. _____
 WR _____ Date _____

Shurte, Jan

From: Peppersack, Jeff
Sent: Thursday, February 07, 2008 12:46 PM
To: Shurte, Jan
Cc: Homan, John
Subject: RE: Owner Change for 63-7011A, 63-32299 and 63-32301

Hi Jan,

These subdivision conveyances can be confusing. In general, if lots are sold without any reservation of water rights, then water right ownership is conveyed to the lot owner with the land. In that situation, we would need a deed from each lot owner if a HOA or other entity claims ownership. In this case, the deeds conveying land to the lot owners in the subdivision (see sample deed conveying to one lot owner) indicates that the conveyance is subject to the CC&R's. The next question is, do the CC&R's reserve water rights? In this case, the CC&R's are not real clear, but I think there are enough references to the water system and control by the HOA that we can presume the water rights were reserved to the HOA for purposes of serving water for irrigation to the lot owners. IDWR's action to update water right records is not a final determination of ownership; individual lot owners could still go to court to resolve a dispute. In this case, I think we have enough evidence to update the water right records. I recommend documenting the file to indicate that the evidence was accepted as is, but ownership could be changed based on additional evidence or by a court decision.

I discussed this with John Homan. John recommended that the changes should occur in advance of future action in the SRBA so that ownership is part of the record before the SRBA court and potential objectors have opportunity to raise the issue.

Jeff

From: Shurte, Jan
Sent: Wednesday, February 06, 2008 12:57 PM
To: Peppersack, Jeff
Cc: Harris, Lori
Subject: FW: Owner Change for 63-7011A, 63-32299 and 63-32301

Hi Jeff,

This thing surfaced as not getting done a few days ago. It had been on call up for sometime. In looking these rights over we found an error in our quantity on 63-32301, instead of .10 cfs it should be 1.0 cfs. We are submitting an Amended Director's Report due to fat fingers on that one and would like to fix it before we do the ownership change.

The only thing that bothers me about this one is that when we had the "Training Session" for the AJ people last November, I asked the question as to whether or not we could do ownership changes for these homeowners associations without getting a deed from all the lot owners. Shelley was on my panel also and I asked him if Transfer procedures allow this and he said No. So, I do not want to get into trouble as doing some thing out of the ordinary. As it turns out, this change of ownership will result in a split of 63-32299 & 63-32301 for one quarter-quarter.

I just need an ok for sure from you. I personally would love to be able to do these types of ownerships without getting the deed, just do not want to have someone come up later and say the adjudication did one of these and why didn't they get the deeds from each homeowner. Could you give me the ok on this one. Your email points to probably, etc. I would make me feel better if you would just say do it.

Hope this explains it without putting you too much on the spot.

Thanks.
Jan

From: Harris, Lori
Sent: Wednesday, February 06, 2008 11:46 AM
To: Shurte, Jan
Subject: RE: Owner Change for 63-7011A, 63-32299 and 63-32301

From: Shurte, Jan
Sent: Tuesday, November 13, 2007 2:04 PM
To: Harris, Lori
Subject: FW: Owner Change for63-7011A, 63-32299 and 63-32301

From: Peppersack, Jeff
Sent: Tuesday, November 13, 2007 12:34 PM
To: Shurte, Jan
Subject: FW: Owner Change for63-7011A, 63-32299 and 63-32301

Hi Jan,
Can you have someone provide a status update for this owner change please.

Thanks,
Jeff

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

From: Ball, Diana
Sent: Tuesday, November 13, 2007 12:31 PM
To: Peppersack, Jeff
Cc: Marshall, Aaron
Subject: RE: Owner Change for63-7011A, 63-32299 and 63-32301

Jeff,

Have you been contacted by anyone from Deersky Ranch HOA since our last correspondence with them?
I'll request warrants for 2007 lessor payments this week and will put theirs on hold and track it.

Diana

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

From: Peppersack, Jeff
Sent: Thursday, October 25, 2007 6:14 PM
To: Shurte, Jan
Cc: Ball, Diana
Subject: Owner Change for63-7011A, 63-32299 and 63-32301

Hi Jan,

An owner change notice was filed last August in the name of Deersky Ranch HOA for the rights referenced above. I've discussed the ownership issue with representatives of the HOA and the prior owner/developer of the property (Williams' son) on several occasions. Apparently Williams owned the property and gifted it to their son, who developed the property under the name of Deer Flat 200, LLC. The owner change notice included a sample Warranty deed to indicate that the individual lots were conveyed with restrictions subject to the CC&R. A copy of the CC&R was also included. The CC&R does not provide a clear reservation of the appurtenant water rights to the HOA; but I agreed that it appears that there is at least some intent to provide for water to the lots by the HOA under the water system described in the CC&R. I agreed that there is probably enough evidence for IDWR to change the ownership record to the HOA, with the understanding that IDWR records are not the final determination of ownership if someone chooses to question it in the future. Since the HOA needs to keep a water right in order to provide water for the benefit of the lot owners, I think there is limited risk if we accept the evidence to change our records in the name of the HOA. I think we have good reason to question the evidence in circumstances where the water rights are proposed to be transferred away by the original owner or developer and it appears that the water rights may have been conveyed to individual lot owners; I don't think that applies in this case.

We are waiting to clear up some water bank issues for these same rights. We need to clarify the owner issue in order to disburse the rental fee that was paid as a result of rental from the bank. I understand that a deficiency letter was sent to the HOA asking for more evidence of ownership. I am certain that I will be contacted by these folks since I met with them prior to their filing the notice. Can you provide some detail regarding the deficiency or status of the processing of the notice?

Thanks,
Jeff

FILED/EFFECTIVE

**ARTICLES OF INCORPORATION
OF
DEERSKY RANCH HOMEOWNERS ASSOCIATION, INC.**

Jul 25 3 29 PM '01

SECRET
STATE

WE, THE UNDERSIGNED, all being natural persons of full age, legally competent to enter into contracts, and citizens of the United States of America, do hereby voluntarily associate ourselves for the purpose of forming a nonprofit corporation under the provisions of Title 30, Chapter 3, Idaho Code, and do hereby adopt the following Articles of Incorporation.

ARTICLE I - NAME

The name of this corporation shall be Deersky Ranch Homeowners Association, Inc.

ARTICLE II - REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation, and the name of its initial registered agent at such address are as follows:

Cris Williams

680 Morningside
Boise, ID 83712

ARTICLE III - PURPOSES

The nature, objects, purposes and powers of this corporation are as follows:

A. This corporation is a nonprofit corporation, as such term is defined in Section 30-305, Idaho Code. It does not contemplate pecuniary gain or profit, and no part of its income shall at any time be distributable to its members, directors or officers (provided, however, this provision shall not be construed to prohibit the payment of reasonable compensation for services actually rendered for the benefit of the corporation, nor to prohibit the conferring of benefits upon the corporation's members in conformity with its purposes). It is not intended, however, that this corporation be eligible to qualify for tax-exempt status under the provisions of Section 501(c) of the Internal Revenue Code, as amended from time to time.

B. The objects and purposes of this corporation are to provide for the management, maintenance and operation of the common space lots and shown on the Official Plats of Deersky Ranch Subdivision, a subdivision located in the NW quarter, of SW quarter of

ARTICLES OF INCORPORATION - 1

C140034
JUL 26 2001 03:00
CL: 1091 CT: 139243 BH: 409826
1 @ 30.00 = 30.00 INC NONP # 2

Section 24 T.2 N. R 3 W, BM, Canyon County, Idaho, in conformity with the requirements of the Declaration of Covenants, Conditions and Restrictions for the said Deersky Ranch Subdivision.

C. This corporation shall have all of the powers and authority granted by the Idaho Nonprofit Corporation Act, and all other powers authorized or permitted to nonprofit corporations by the laws of the State of Idaho, as the same may be in effect from time to time.

ARTICLE IV - MEMBERS

A. This corporation shall have members, whose rights, privileges and voting rights shall be as provided in the bylaws so long as not inconsistent with the following:

1. The record title owners of all or any portion of the lots in Deersky Ranch Subdivision in Canyon County, Idaho, according to the official plats thereof filed in the office of the County Recorder of Canyon County, Idaho, shall automatically be members of this Corporation, and membership in this Corporation shall be appurtenant to ownership of said real property and shall run with the land thereof.
2. At all meetings of members of this corporation, the maximum number of votes which may be cast shall be the total number of patio home lots showing on the plats of said subdivisions then of record in the Office of the Canyon County Recorder, less the common area lots. One (1) vote shall be allocated to each of the lots, except for the common area lots. The vote allocated with respect to each lot shall be cast in the manner determined by a majority in interest of the record title owners of such lot. Fractional votes shall not be permitted.

B. There shall be no certificates of membership, and evidence of ownership of record title of all or any portion of said lots according to the Official Records of Canyon County, Idaho, shall constitute proof of membership in this corporation. Membership shall automatically transfer to the transferee of the property concurrently with transfer of a member's record title to all or any portion of the said lots.

C. Meeting of the members shall be held at such places and times as may be provided in the bylaws, and may also be held in any manner prescribed or permitted in the corporation laws of the State of Idaho, as amended from time to time. The presence of members entitled to cast fifty-one (51) percent of the total eligible votes shall be sufficient to constitute a quorum, and such quorum may transact any matter of business lawfully permitted to be transacted at a membership meeting of an Idaho nonprofit corporation. Except in the case of a regular annual held at the place and time provided in the Bylaws, written notice of each membership meeting held at the time and place provided in the bylaws, written notice of each membership meeting shall be given to each member at the most recent address for such member shown on the

corporation's books and records, and such written notice shall be deposited in the United States Mail, postage fully prepaid, not less than ten (10) nor more than fifty (50) days before the date of the meeting; provided, however, the necessity of such written notice may be waived by the unanimous written consent of all members.

D. Members of this corporation shall not be personally liable for the debts, liabilities or obligations of the corporation.

ARTICLE V - BOARD OF DIRECTORS

A. The affairs of this corporation shall be managed by a board of directors, who need not be residents of the State of Idaho. The bylaws may required additional qualifications for directors.

B. The number of directors to be elected for any year shall be determined by majority vote of the members at the membership meeting at which directors are elected, but the number of directors shall not be less than three (3) unless the number of members at the time of election of directors shall be less than three (3), in which event the number of directors shall be the same as the number of members of the corporation.

C. The initial Board of Directors of the corporation, who shall serve until the first annual election of directors, shall consist of the following persons, whose names and addresses are as set forth below:

Cris Williams	680 Morningside Boise, ID 83712
Larry D. Williams	914 Houston Boise, ID 83706
Tracy Irish	26453 Highway 95 Parma, ID 83660

ARTICLE VI - OFFICERS

The officers of this corporation shall be elected by the Board of Directors and shall serve for such terms of office as may be designed by the board of directors. The officers of this corporation shall be a president, one or more vice-presidents, a secretary, a treasurer, and any other officers or assistant officers as may be elected or appointed by the board of directors. Except for the office of president, more than one office may be held by one person. The time and manner of election of officers, and their respective authorities and duties, shall be as set forth in the bylaws, or as may be determined by resolution of the board of directors not inconsistent with the bylaws.

ARTICLE VII - BYLAWS

The board of directors is authorized to adopt, amend and repeal bylaws of the corporation, and to provide in such bylaws for any matter which may be lawfully governed by the bylaws of a nonprofit corporation under the laws of the State of Idaho. All provisions of the bylaws relating to the election, qualification and term of office of directors may be adopted, amended, and repealed by vote of the members at any annual membership meeting, or any special membership meeting called for such purpose.

ARTICLE VIII - DURATION

The duration of this corporation shall be perpetual.

ARTICLE IX - DISSOLUTION

A. This corporation shall acquire all permission necessary from any governmental agency before dissolution. If such permission is necessary, and is obtained, the corporation may be dissolved upon unanimous affirmative vote of the members present and voting at any membership meeting, provided written notice was given to each member at such member's most recent address as shown on the books and records of the corporation, not less than ten (10) days before the date of the meeting, stating that the question of dissolution of the corporation was proposed to be voted upon at such meeting.

B. In the event of dissolution of the corporation, all of its property and assets, after payment of all debts and liabilities, shall be distributed to the members as of the date of dissolution, pro rata in proportion to the number of votes each member was entitled to cast at membership meeting as of the date of dissolution; provided, however, each such member receiving any part of the assets of this corporation upon dissolution shall execute and acknowledge an instrument in writing, and shall cause such instrument to be recorded in the office of the County Recorder of Canyon County, Idaho, providing that such member, jointly and severally with all other members of the corporation receiving any portion of its assets upon dissolution, assumes and agrees to perform all of the duties and obligations of the "Association," as described in the Declaration of Covenants, Conditions and Restrictions for the said subdivisions. Such agreement must by its terms be binding upon such member and the member's personal representatives, successors and assigns. If, however, a successor entity shall have been formed, or shall otherwise exist, for the purpose of receiving the assets of this corporation upon dissolution, and such assets are actually distributed to such entity, and such successor entity further agrees by written instrument recorded in the Office of the County Recorder of Canyon County, Idaho, to assume and perform all of the said duties of the "Association" as described in the Declaration of Covenants, Conditions and Restrictions for said subdivisions, then the net assets of this corporation upon dissolution may be distributed to such successor entity and the members of this corporation shall not be required to individually assume and perform the said duties of the "Association."

ARTICLE X - ASSESSMENTS

Assessments may be levied upon members for the purposes specified in the bylaws, and the same shall be allocated among the members in the manner set forth in the bylaws. The time of payment and manner of collection thereof shall be fixed by the board of directors from time to time in conformity with the provisions set forth in the bylaws. Unpaid assessments shall constitute a lien upon any portion of the lots in said subdivisions owned by a member whose assessment is unpaid, and such lien upon any portion of the lots of said subdivisions owned by a member whose assessment is unpaid, and such lien may be enforced by a member whose assessment is unpaid, and such lien may be enforced by this corporation in the same manner as provided by law in the State of Idaho for the foreclosure of mortgages upon real property, except that all assessments are subordinate to the lien of the first mortgage. The failure to pay the assessments does not constitute a default under an insured first mortgage.

ARTICLE XI - AMENDMENT

These Articles of Incorporation may be amended by vote of seventy-five percent (75%) in interest of the members present and voting at any annual membership meeting, or any special membership meeting called for such purpose.

ARTICLE XII - INCORPORATORS

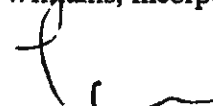
The name and post office address of the incorporator of this corporation is as follows:

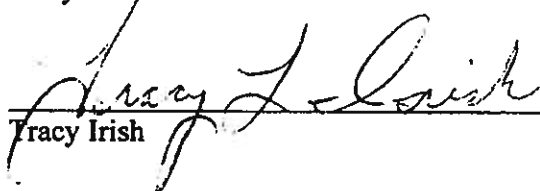
Cris Williams

680 Morning Side
Boise, ID 83712

IN WITNESS WHEREOF, the said incorporators have hereunto set his hand this 23rd day of July, 2001.


Cris Williams, Incorporator


Larry D. Williams


Tracy Irish

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On July 23rd, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Cris Williams, Larry D. Williams and Tracy Irish, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

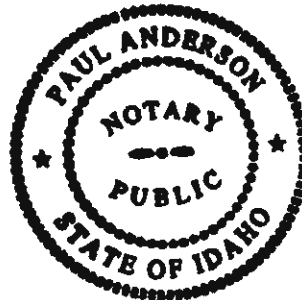
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.



Notary Public for Idaho

Residing at BOISE

Commission Expires: 7/16/05



INSTRUMENT NO. 2001 30333

WARRANTY DEED

FOR VALUE RECEIVED **Deer Flat 200, LLC, an Idaho Limited Liability Company**

the Grantor, does hereby grant, bargain, sell and convey unto Robert B. Evans, Successor Trustee of the Survivor's Trust. Evans Trust Agreement dated July 31, 1990.

the Grantee, whose address is 9219 Owyhee Drive, Nampa, ID. 83686-9562

the following described premises, to-wit:

Lot 24, Block 1, **DEERSKY RANCH**, Canyon County, Idaho, according to the Plat filed in Book 30 of Plats at Page 6, records of said county.

Subject to the Restrictive Covenants recorded July 24, 2001 as Instrument No. 200129495, records of Canyon County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2001 and subsequent years, covenants, conditions, restrictions and easements of record; and that it will warrant and defend the same from all lawful claims whatsoever.

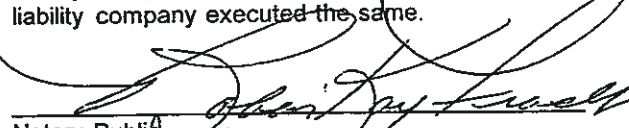
DATED: July 20, 2001

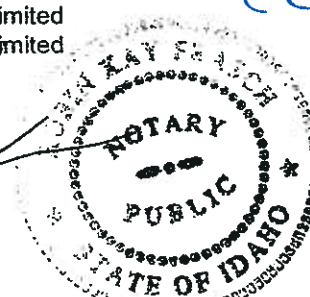
Deer Flat 200, LLC


Cris D. Williams, Member

STATE OF IDAHO
COUNTY OF CANYON

On this 20 day of July, 2001, before me, a notary public, personally appeared Cris D. Williams, known or identified to me to be the Authorized Member of Deer Flat, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.


Notary Public
Residing at Bonanza, Idaho
My commission expires: 04-15-03



sample deed
referencing
CCR's which
reserve rights
to HOA

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

No. C 140034

Due no later than July 31, 2007
Annual Report Form

2. Registered Agent and Office NO PO BOX

Return to:

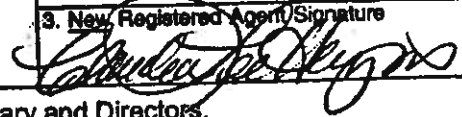
SECRETARY OF STATE
450 NORTH FOURTH STREET
PO BOX 83720
BOISE, ID 83720-0080

1. Mailing Address - Correct in this box, if applicable

DEERSKY RANCH HOMEOWNERS ASSOCIATION

Mrs. Claudia Haynes
8830 Deer Sky Ranch Trl.
Nampa, ID 83686-7811CLAUDIA HAYNES
- 8830 Deersky Ranch TrailMrs. Claudia Haynes CLAUDIA HAYNES
8830 Deer Sky Ranch Trl. TRAIL 8830 Deersky
Nampa, ID 83686-7811 RANCH Trail
NAMPA, ID 83686NO FILING FEE IF
RECEIVED BY DUE DATE

3. New Registered Agent Signature



4. Corporations: Enter Names and Business Addresses of President, Secretary and Directors.

Office held	Name	Street or P.O. Address	City	State	Zip
President	Claudia Haynes	8830 Deersky Ranch Trail	Nampa	ID	83686
Vice-Pres.	Steve Kren	2478 S. Windy Ridge Dr.	Nampa	ID	83686
Secretary	Delta Osburn	12640 Deer Ridge Trail	Nampa	ID	83686

5. Organized Under the Laws of:

IDAHO
C 140034

6.

Signature

Name (Typed or Printed)



Claudia Haynes

Date

7/6/07

Title

President

Issued 05/01/2007

Do Not Tape or Staple

200707002651

INSTRUMENT NO. 200/29495

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DEERSKY RANCH**

CANYON COUNTY, IDAHO

THIS DECLARATION is made on the date hereinafter set forth by Deer Flat 200, LLC., an Idaho Corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the Canyon County, State of Idaho, which is more particularly described as:

DeerSky Ranch, according to the official plat thereof on file in the Office of the County Recorder of Canyon County, State of Idaho;

which real property is hereinafter referred to as the "Property."

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with and bind, the Property and each and every part, parcel and Lot thereof, and be binding on all parties having any right, title or interest in the Property or any part, parcel or Lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I: DEFINITIONS

ACC: The Architectural Control Committee of DeerSky Ranch Subdivision.

Assessment: Payments required of Owners and Association Members including Regular, Irrigation, Special and Limited Assessments of the Association as further explained in this declaration.

Association: DeerSky Ranch Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, or any successor or assign of the Association.

Board: The duly elected and qualified Board of Directors of the Association.

Building: A structure constructed on a Lot on a temporary or permanent basis and, unless specified to the contrary, shall include all appurtenances and improvements thereto, or used in connection therewith.

Bylaws: The Bylaws of the Association, including any amendments thereto duly adapted.

Common Area: All real property, and improvements thereon, owned by the Association for the common use and enjoyment of the Owners.

Declarant: Deer Flat 200, LLC, its successors or assigns.

Declaration: This instrument as it may be amended from time to time.

Dwelling Unit: A portion or part and all projections of any structure intended to be occupied by one family as a dwelling, together with the vehicular parking garage next to such Dwelling Unit.

Lot: A plot of land as specified or shown on the recorded plat of DeerSky Ranch

Subdivision upon which improvements may be constructed with the exception of the Common Areas. The term "Lot" shall include only single-family residential lots.

Mortgage: Any mortgage, deed of trust or other security instrument by which a Lot or its improvements is encumbered.

First Mortgage: Any Mortgage possessing or holding a lien on a Lot or any part thereof prior to any other Mortgage.

Mortgagee: Any person or the successor to any person named as the Mortgagee, beneficiary or creditor under a mortgage.

First Mortgagee: A Mortgagee who holds a First Mortgage.

Outbuilding: Any building other than a Dwelling Unit.

Owner: The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract purchasers, but excluding those having an interest merely as security for the performance of an obligation unless the Mortgagee is in actual possession as a result of foreclosure.

Project: The Property and all contemplated improvements thereto comprising DeerSky Ranch Subdivision.

Property: The real property constituting DeerSky Ranch according to the official recorded plat thereof, and every part, parcel and Lot thereof, and shall further mean and refer to such additional real property as may hereafter be made subject to this Declaration of Covenants, Conditions and Restrictions by Supplemental Declaration, pursuant to the provisions hereof for the annexation and addition or additional parcels of real property.

Water System: All mains, pipes, and structures through which water is obtained and distributed including, but not limited to, wells and well structures, pumps, pipes, valves, intakes, and all appurtenances. The Water System shall include and be expressly limited to the provision of water for irrigation of pasture on Lots, as described herein, and provision of water for fire protection purposes. Domestic water and irrigation for private yards shall not be provided by the Water System and shall be the sole responsibility of each individual Owner.

ARTICLE II: COMMON AREA RIGHTS

Section 1. Owner's easements of enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to such reasonable rules and regulations governing use and access as may be adopted by the Association, which right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association holding or controlling the Common area to levy and increase assessments

(b) The Association shall have the right to suspend the voting rights and right of an Owner to use the Common Area and/or, Water System for any period during which any assessment against his Lot remains unpaid and/or for a period not to exceed sixty (60) days for each infraction of its published rules and regulations; and

(c) The Association shall have the right to dedicate or transfer all or any part of the Common Area or Water System to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws, and agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

(d) The right of the Association to prohibit the construction of structures or improvements on the common area.

(e) The Association can limit the number of members permitted to use the Common Area, or a portion thereof, at any one time.

(f) The right of the Association to establish rules and regulations governing the use of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate his right to enjoyment of the Common Area to the members of his family, his tenants or contract purchasers of his Lot, provided such designees reside on the Property.

Section 3. Damages. Each Owner shall be liable for any damage to such Common Areas, Water System, or other property owned or maintained by the Association (including Mailboxes and Posts) which may be sustained by the reason of the negligence or willful misconduct of said Owner or of his family and guests, tenants, or contract purchasers, both minor and adult. The cost of correcting such damage shall be charged as a limited assessment against the Owner and his Lot and may be collected as provided under Article V for the collection of other assessments.

ARTICLE III: DEERSKY RANCH HOMEOWNERS ASSOCIATION

Section 1. Organization of Association: DeerSky Ranch Homeowners Association, Inc. (the "Association") shall be initially organized by the Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. To the extent the Articles of the Incorporation (the "Articles") or Bylaws of the Association may conflict with the provisions of this Declaration, the provisions of this Declaration shall control, and neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. Association Membership. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 3. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A: The Class A members shall be all Owners, with the exception of the Declarant (during the period when the Declarant is a Class B member). Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event that joint Owners are unable to agree among themselves as to how to cast their vote, they shall lose their right to vote on the matter being put to a vote.

Class B: The sole Class B member shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease when all of the Declarant's Lots are sold to third parties, and Declarant no longer retains fee title to any Lot.

Section 4. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors (the Board) and such officers as the Board may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time. The Board shall be elected in accordance with the provisions set forth in the Bylaws.

Section 5. Association Powers. The Association shall have all powers of a non-profit corporation organized under the Laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, the By-Laws or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, the By-Laws or this Declaration,

and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Water System, the Common Areas, and the performance of other responsibilities including, but not limited to, the following:

(a) Assessments. The power to levy Assessments on the Owners and/or Lots, and to enforce payment thereof in accordance with the provisions of this Declaration.

(b) Enforcement. The power and authority to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, By-Laws, or Declaration, and to enforce by mandatory injunction all provisions thereof.

(c) Delegation. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager.

(d) Liability. Neither any member of the Board nor any officers of the Association shall be personally liable to any Party for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officers, or any other person who has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct

Section 6 Association Duties. The Association shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

(a) Common Areas. Perform the operation, maintenance and management of the Common Areas (including grasses in Nampa Highway Districts right-of-way, see Sec. 3 Art. X) for DeerSky Ranch, and all other property owned by the Association (including all mailbox posts and fire hydrants). This includes the repair and replacement of property or improvements thereon damaged by casualty loss, replacement of plantings as it becomes necessary from time to time, maintenance of sprinkling and other watering systems, and routine watering of such areas

(b) Operation and maintenance of the Water System. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Water System. The Association shall have no obligation to furnish water other than that available to the Association for distribution pursuant to the water rights, if any, held by the Association for the benefit of the Property. The availability of water to each Lot will be based on a rotation schedule set by the Association which will be subordinate to the water requirements of the Common Areas, and the furnishing of available water on such schedule shall fulfill the obligation of the Association to provide water to the Lots. It is understood that the Water System is a well system, which was designed and built with the intent to service both DeerSky Ranch fire hydrants and irrigation water for the Common Area and Lots. The Association is required, per the Development agreement with Canyon County, to maintain a reserve of 500 gallons per minute for the Deer Flat Fire Districts' requirement for fire hydrants. The remaining water the well may produce above and beyond the 500 gallons per minute is the only water the Association is obligated to provide to the Lots on the rotation basis subsequent to the needs of the Common Area. No Owner may use irrigation water on such Owner's Lot except in compliance with the rotation schedule. The responsibility of the Association for delivery of water to Lots shall be limited to delivery to a single point on each Lot so served (the "Delivery Point"). The location of the Delivery Point shall be at the sole discretion of the Association, and may be relocated by the Association at any time, and from time to time. No warranty is made or given as to the priority or quantity of the water rights held by the Association for the benefit of the Subdivision or the amount of water which may be available in any year. It is the sole responsibility of each Owner to grade, design, construct, operate and maintain the irrigation system internal to such Owners Lot; including any pressure boosting or pumping equipment which may be required to irrigate the Lot or portion of the Lot the Owner desires to have irrigated, all at such Owner's sole expense. The rights of each Owner to receive water shall not be sold or amended by the Association without the prior written consent of each affected Owner

(c) Taxes and Assessments. Pay all real and personal property taxes and assessments levied against the Common Areas owned by the Association or against the Association and/or any property owned by the Association.

(d) Insurance. Obtain and maintain in effect insurance policies including, but not limited to, All-Risk insurance and Comprehensive public liability insurance. The extent of such coverage shall be determined by the Board.

(e) Utilities. Acquire, provide and/or pay for water, refuse collection, electrical, telephone and other services for property owned by the Association.

(f) Landscaping. Maintain, repair and replace, if necessary, all Common Area landscaping for DeerSky Ranch.

(g) Lighting. Maintain, repair and replace, if necessary, all Common Area lighting for DeerSky Ranch.

(h) Mailboxes. Maintain, repair and replace, if necessary, all mailboxes and mailbox posts for DeerSky Ranch.

(i) Architectural Control Committee. Appoint and remove members of the ACC subject to the provisions of this Declaration.

(j) Enforcement. Perform such acts as may be reasonably advisable or necessary to enforce any of the provisions of this Declaration, the Articles, or the Bylaws, whether or not such action is expressly authorized by this Declaration.

ARTICLE IV: COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

- (a) Regular annual assessments or charges.
- (b) Irrigation annual assessments
- (c) Special assessments for capital improvements; and
- (d) Limited assessments as hereinafter provided.

Such assessments to be established and collected as hereinafter provided.

The regular annual, irrigation annual, special and limited assessments, together with interest, costs of collection and reasonable attorneys' fees incurred in collection shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but unpaid assessments shall constitute a continuing lien against the Lot until paid.

Section 2. Regular Annual Assessments. The regular annual assessment is to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, protection, maintenance, repair, management and operation (excluding the Water System electrical requirements included in the irrigation annual assessment) of the Common Areas and Water System, and all other costs and expensed reasonably necessary to carry out the objectives and purposes of the Association. This shall include all improvements located on easement areas and such areas managed and maintained by the Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Water System that must be replaced and maintained on a regular basis.

Section 3. Irrigation Annual Assessment is based solely on the Electrical bill required to operate the Water System and does not include repairs, replacement, maintenance or improvements of the Water System which are all components of the regular annual assessment. This Assessment is to be applied to the all Lots based on the following formula:

(Individual Lot acreage (per Plat)/174.98(total combined Lot acreages)) X Electric bill

The total amount for electricity used in this calculation will be based on the prior year's actual electrical billing. The first year's Irrigation Annual Assessment is to be estimated by the Board and any discrepancies will be applied to the following years assessment. The Irrigation Annual Assessment is to be added to the Regular Annual Assessment in order to determine each Lots total annual assessment. The purpose of separating the two assessments is to promote fairness as DeerSky Ranch lot sizes vary greatly and thus, the amount of power required to irrigate each Lot will vary greatly. Lot 35 Block 1 is exempt from the Irrigation Annual Assessment as this lot is not connected to the Water System as it has it's own irrigation well, and thus, the acreage in this lot is not included in the total combined acreage used in the calculation above. Should the well on this lot become inoperable the Owner may, at his own expense, connect to the Water System and would subsequently be subject to the Irrigation Annual Assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any calendar year a Special Assessment applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction, repair or replacement of a capital improvement upon the Common Areas and Water System, including fixtures and personal property related thereto. No special assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year without the have assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Limited Assessments. The Limited Assessments may be levied against any Owner in an amount equal to the costs and expenses incurred by the Association, including legal fees for corrective action necessitated by such Owner, without limitation, costs and expenses incurred for the repair and replacement of the Common Area, Water System or other property owned or maintained by the Association, damaged by negligent or willful acts of any Owner or occupant of a Lot who is occupying the Lot with the consent of the Owner, or for maintenance of landscaping performed by the Association which has not been performed by Owner as provided herein.

Section 6. Set-up Fee. Upon the initial conveyance of each Lot, the purchaser thereof shall pay an initial Homeowners Association set-up fee in the amount of \$250.

Section 7. Maximum Annual Assessment. Until January 1 of the year immediately following the year in which the conveyance of the first Lot to an Owner occurs, the maximum Regular Annual Assessment shall be Three-Hundred Dollars (\$300.00) per Lot. The Irrigation Annual Assessment will be based on actual electrical billing per Section 3 of this Article. The Board may fix the Regular Annual Assessment at an amount not in excess of the maximum. Such assessments shall not apply to Declarant for Lots not yet conveyed to an Owner. The annual assessment may be made payable (by action of the Board) on a quarterly basis, one-fourth per quarter, or on a biannual basis, one-half per half, in advance. Increases in the amount of the Regular Annual Assessment shall be limited as follows:

(a) Each year, beginning with the calendar year beginning January 1 of the year immediately following the year in which the conveyance of the first Lot to an Owner occurs, the maximum Regular Annual Assessment may be increased effective as of that January 1, (and each year thereafter) by action of the Board without a vote of the membership, by an amount of not more than fifteen percent (15%) above the prior year's assessment.

(b) For the calendar year beginning January 1 immediately following

the year in which the conveyance of the first Lot to an Owner occurs, or any subsequent year, the maximum Regular Annual Assessment may be increased more than fifteen percent (15%) above the prior year's assessment only by an affirmative vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 8. Notice and Quorum for any Action Authorized Under Sections 4, 5, and 6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4, 5, or 6(b) of this Article IV shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting the presence of members in person or by proxy entitled to cast fifty-one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, the meeting shall be adjourned and rescheduled for a time and place not less than ten (10) days nor more than thirty (30) days subsequent. Written not less than five (5) days in advance of the rescheduled meeting date. The required quorum at the subsequent meeting shall be satisfied by the presence in person or by proxy of twenty-five (25%) of each class of membership.

Section 9. Uniform Rate and Date of Commencement of Assessments Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. Both Regular Annual and Special Assessments must be fixed at a uniform rate for all Lots notwithstanding use or non-use by any Owner, and no special rate or reduction in assessment rate shall be allowed because any Lot is unimproved or does not have a Dwelling Unit thereon. No reduction in the Irrigation Annual Assessment shall ever be made because any Lot does not utilize irrigation water (except for lot 35 Block 1 to which this assessment does not apply). The right to water shall be appurtenant to each Lot and each Lot shall be obligated to pay for its proportionate share of the costs of water and the costs of the Water System and all other costs in connection with maintaining, operating, repairing and reconstructing the Water System notwithstanding any failure to use water from the system. The Board of Directors shall fix the amount of the assessments against each Lot by December 1 preceding the annual assessment period beginning January 1, but failure to do so shall not void any Assessments later made. Written notice of the annual assessments shall be given to each Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments for a specified Lot have been paid.

Section 10. Affect of Non-Payment of Assessments, Remedies of the Association. Any assessment not paid within thirty (30) days after due date shall bear interest from the due date at a rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or Water System, or abandonment of his Lot. In the event any Owner does not pay an assessment within thirty (30) days after the due date, the Association may, in addition to other remedies, cease supplying irrigation water to such Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first or second mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V: PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the Property and each of the Lots thereof and shall be for the benefit of and limitations upon all of the Lots and upon all present and future Owners of Lots, or any interest therein, and the Association, which

is hereby empowered, in addition to each Owner, to enforce the same.

Section 1. Residential Use. All Lots shall be used for single-family residential purposes and such uses as are customarily incidental thereto. No Lot shall be used at any time for commercial or business purposes except for such commercial or business purposes as shall be conducted and maintained solely within a residential Dwelling Unit and authorized by the applicable county ordinance; provided that no signs relating to said commercial or business activities shall be displayed where visible from any public or private road within the subdivision; and further provided that such commercial or business purposes shall not generate more than an average of three customer visits per day calculated over a five day work week; and further provided that such commercial or business purposes shall not cause or result in the parking of vehicles on any public or private road within the subdivision; and further provided that such business does not employ more than one person not living within the Dwelling Unit constructed on said Lot. Notwithstanding the foregoing, the Declarant, or persons authorized by the Declarant, may use a Lot or Lots for development and sales activities relating to the subdivision, including but not limited to use of Lots for model homes or a real estate marketing office.

Section 2. No Subdivision. No Lot may be further subdivided

Section 3. Livestock and poultry. Only the following animals shall be allowed: (i) not more than four (4) dogs, cats and similar ordinary domestic animals, kept only as pets; (ii) one large animal equal to the number of acres contained within his Lot rounded down to a whole number except Lots 20 thru 33 in Block 1 which shall be permitted a total number of large animals not to exceed two (2). Large animals consist of horses, cows, llamas, or other similar animals or livestock; (iii) one (1) pig or goat; (iv) not more than two (2) sheep; and (v) not more than two (2) chickens, ducks, geese, or similar small domestic animals kept as pets. In addition to the above restrictions, the total *combined* number of animals of any kind or species on Lots 20 thru 33 in Block 1 may not be greater than four (4); the total *combined* number of animals of any kind or species on Lots 10 thru 17 and Lot 35 in Block 1, and Lots 1 thru 8 in Block 2 may not be greater than eight (8); and, the total *combined* number of animals of any kind or species on Lots 2 thru 9 in Block 1 may not be greater than fourteen (14).

Section 4. No Commercial Operations. In no event may animals be kept on any Lot as a part of a commercial farming operation, or for commercial livestock raising purposes and all animal uses shall be ancillary or incidental to the use of each Lot for a single-family residence. All animals shall be kept properly contained within fenced or controlled enclosures reasonable and appropriate for the particular animal or fowl. No kennel or other area intended to restrain or enclose animals shall be constructed without the approval of the ACC and, if approved, shall not be located on the Lot in such a fashion as to create a nuisance for any adjacent Lot Owner and shall at all times be kept in a clean and odor free condition.

Section 5. Unsightly Structures and Practices. No unsightliness shall be permitted on any Lot. Without limiting the generality of the foregoing, all unsightly facilities, equipment, or structures shall be enclosed within the approved structures or appropriately screened from view. All garbage, debris, refuse and animal waste shall be properly and promptly cleaned and stored and appropriately removed from each Lot so as to prevent unsightliness, unsanitary, offensive, or unreasonable odors. Storage piles, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrubs, or tree clippings or scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Lot.

Section 6. Vehicle and Equipment Parking. No campers, recreational vehicles, trailers, boats, motorcycles, snowmobiles, snow removal equipment, farm or garden equipment, golf carts, or similar equipment or vehicles, except those owned and/or leased by an Owner and for the personal use of the Owner and or his immediate family, shall be kept or stored upon any Lot. Such vehicles or equipment shall not be parked on any street, nor shall they be parked or stored in the area between the rear plane of the Dwelling Unit on any Lot and the front street. Such vehicles or equipment as permitted hereunder shall be in an enclosed structure or completely screened from

all views from outside the Lot. No working or commercial vehicles larger than one ton, and no junk cars shall be parked on any Lot or street.

Section 7. Material Storage. No building material of any kind shall be placed or stored upon a building site until the Owner or his builder is ready and able to commence construction and then such material shall be placed within the property lines of the building site upon which the structure is to be erected. The ACC and/or Association, through its agents, shall have the right to enter upon any vacant building site for the purpose of burning or removing weeds, brush, growth or refuse accumulated on any Lot.

Section 8. Noxious Use of Property. Noxious or undesirable acts or undesirable use of any portion of the Property, including but not limited to, acts or uses causing loud noise that interferes with the peaceable enjoyment of neighboring properties, is prohibited and shall not be permitted.

Section 9. Oil and Mining Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Nothing herein contained shall be construed to prohibit the drilling and use of a domestic water well on a Lot.

Section 10. Discharge of Firearms and Hazardous Activities. The discharge of firearms within the Property is prohibited along with hazardous activities of any sort.

Section 11. Riding Arenas. No arena or other similar area designed for the riding of animals shall be constructed on a Lot unless the plans and specifications, thereof, including the location, design, material, and color thereof, have been approved in writing by the ACC prior to construction or installation. No such riding arena shall be permitted unless it is completely surrounded by a screen of natural evergreen vegetation at least eight (8) feet high. In no event shall any such riding arena be lighted.

Section 12. Lot Access. All Lots shall be accessed from the interior roads of the Project and under no circumstances shall Sky Ranch Road be used as an access point for any Lot. Each Lot shall be allowed one driveway access. All Lot accesses must be approved by the ACC.

Section 13. Drought Tolerant Pasture Grass. Owners are allowed up to ½ acre of yard space per Lot. The yard space can only be irrigated by the Lot's domestic well. As the Water System is restricted by the rotation schedule and the quantity of water it can produce (See Article III, Section 6(b)) all other areas in the Lots outside of this yard space and driveways shall be planted and maintained using a drought tolerant species of grass which does not require in excess of 20 inches of annual rainfall per the Canyon County Extension office. All grasses planted are subject to ACC approval.

Section 14. Mailboxes and Mailbox Posts. All mailboxes will be uniform in shape, size, and color as determined by the ACC and may not be physically altered in any manner by Owners without ACC approval. Nothing may be attached to the mailbox post and all lettering and numbering attached to the mailbox posts and mailboxes must be uniform per the ACC. The Association will maintain the mailboxes and posts. If, however, the mailboxes or posts are neglected, abused, or damaged by an Owner, a limited assessment and lien will be assessed by the Association against said Owner's Lot in order to repair or replace the damaged mailbox or post.

ARTICLE VI: BUILDING RESTRICTIONS

Section 1. Building Restrictions. Each Lot shall be restricted to one single-family dwelling. All buildings shall be of frame, stone or brick construction and shall be finished, painted, and kept in good repair. Each dwelling building shall be provided with a minimum of a suitable 3-car garage and a minimum of permanently maintained

off street parking space of 2 cars. The work of constructing any residence or building shall be prosecuted diligently and continuously from the commencement thereof until the same is completed. All structures shall be suitably painted, colored or stained upon completion as provided herein.

Section 2. Architectural Control. No improvements shall be commenced, erected, or maintained upon any Lot, the Common Area or other properties within the Project, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, color, height, materials, location of the same, and such other detail as the ACC may require shall have been submitted to and approved in writing by the ACC subject to Article VII hereof.

Section 3. Building Location. No building or other structure shall be located on any Lot nearer to the front, rear, side street line or side yard property line than allowed by the applicable Ordinances of Canyon County and the Idaho Fire Code allows. Subject to the right of the ACC to approve the site plan for any building to be constructed upon a lot; No building shall be erected, placed or permitted to remain on any Lot in a location closer to the respective lot line than the following:

<u>Lot</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Rear Setback</u>
Lots 2 thru 9/Block 1	40 feet	40 feet	500 feet
Lots 10 thru 16/Block 1	40 feet	30 feet	200 feet
Lots 17 and 35/Block 1	50 feet	50 feet	50 feet
Lots 18 thru 33/Block 1	30 feet	20 feet	30 feet
Lots 1 thru 8/Block 2	50 feet	40 feet	50 feet

The purpose of the larger setbacks on some Lots is to create an agricultural buffer from the surrounding farms in order to protect the Owners and neighbors of the Project from any potential land use disputes. Some Lots will have common access for utilities. These Lots will be designated and approved by the ACC prior to the construction of the building.

Section 4. Dwelling Sales Price, Quality and Size. No dwelling shall be permitted on any Lot at a certified appraised sales price of less than \$220,000.00 including Lot. If in question, the value will be verified by a Senior Real Estate Appraiser and will be based on cost levels prevailing on the date these covenants are recorded. It being the intention and purpose of the covenants to assure that all dwelling shall be of quality workmanship, materials substantially the same or better than that of which can be produced on the date these covenants are recorded at the minimum sales price stated herein for the minimum permitted building size. The ground floor area of the main structure, exclusive of basements, open porches and garages, shall not be less than 2,200 square feet for a one (1) story dwelling, or less than a total of 2,400 square feet for a split-level or two (2) story dwelling. No Building or structure shall be erected upon any Lot that exceeds two and one-half (2 1/2) stories or 28 feet in height from the natural ground contour unless approved by the ACC. In granting or withholding such approval the ACC shall consider the adverse effect of height on other properties within the Project and such other facts as may be reasonable.

Section 5. Moving of Buildings; Construction of Outbuildings. No buildings or structures shall be moved onto the property. No trailer houses or similar mobile unit designed for overnight accommodation shall be parked in any street or within building set back lines. No trailer, temporary structure, basement, tent, shack, garage, barn or other outbuilding erected on a Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. Notwithstanding the foregoing restrictions, a portable construction office may be placed upon any Lot during the period in which construction of a dwelling unit thereof is in progress, provided that such office may not remain or be kept upon such Lot for more than four (4) months.

Section 6. Roofing. All roofs shall have a minimum 6/12 pitch with wood shingles, wood shakes, tile roofs, or Architectural 25 years (or better) dimensional asphalt shingles with raised ridges. Any other roofing material product that may become available in the future would need to be specifically approved by the ACC.

Section 7. Outbuildings. Outbuildings, accessory structures, separate garages, barns, and shelters may be constructed only simultaneously with or after a Dwelling Unit has been constructed on the Owner's Lot. All such Buildings or shelters shall be constructed only after approval thereof by the ACC. All outbuildings must be located behind the back plane of the primary residence and be constructed of similar or compatible exterior materials with the Dwelling Unit so as to be aesthetically compatible therewith.

Section 8. Control of Exterior Walls, Roof, Etc. The visual harmony and aesthetic appeal of the project being of mutual concern to all Owners and having a direct bearing on the value of Lots and improvements thereon. Each house shall include some brick, stone, stucco, or other distinctive design features on the front exposure. The ACC shall have the right to control the texture, design and color scheme of the outside walls, fences, roofs and patio roofs of all structures erected upon Lots, and to require basic landscaping. The Owner shall not repaint the outside walls or fences without first obtaining approval of the ACC as to the color. All patio roofs shall be of a design and color consistent with the roof of the dwelling unit.

Section 9. Landscaping. Prior to the beginning of construction of the dwelling house upon any Lot, the Owner or his agent shall submit a landscaping plan to the ACC for approval. Each Lot shall be improved prior to the occupancy of the dwelling structure with the landscaping specified in the plan approved by the ACC. The initial landscaping shall include, as a minimum, sod in the front and side yards, sod or grass seeded in the rear yards, five (5) trees of at least two inch (2") caliper, twenty five (25)-five (5) gallon plants and complete pasture seeding, all as approved by the ACC. The use of berms and sculptured planting areas are encouraged. Any plantings that do not survive transplanting or that are not healthy shall promptly be replaced. All landscaping shall be installed and completed within 30 days after the Dwelling Unit is initially occupied unless an extension is granted in writing by the ACC because of bad weather.

Section 10. Fences; Hedges. The type, height, and location of fences, walls, hedges, gates and screening structures shall be approved by the ACC prior to construction, planting or installation, and shall be designed and installed so as not to reasonably interfere with the use and enjoyment of neighboring Lots. All boundary fencing and gates shall be identical in size, shape, color and brand of fencing installed by Declarant which is white PVC, 3 rail fencing made by Bufftech (a CertainTeed product).

Section 11. Sewage and Domestic Water. All sewage disposal for Dwelling Units and other buildings within the subdivision shall be by septic tank, which shall be installed in accordance with all requirements of all governmental bodies having jurisdiction thereof. All bathroom, sink and toilet facilities shall be located within the Dwelling Unit or fully enclosed within garages, barns, or similar outbuildings and shall be hooked up to the Dwelling Units private water and septic system. The location of all drain fields and septic tanks shall be approved by the Board or ACC. All domestic water and yard irrigation (up to ½ acre as allowed by Idaho State Law) shall be supplied from a Owners private well drilled by the Owner inside the boundaries of the Lot, and each well shall comply with all appropriate governmental regulations, restrictions and requirements. Said private well and septic system shall be the sole responsibility of each Owner, including but not limited to the Drilling, installation, operation, maintenance of the private well and septic system.

Section 12. Driveways. Each Owner shall install a hard surface (e.g. asphalt, concrete, or other hard surface as approved by the ACC) driveway from the edge of the public right of way to the Dwelling Unit or garage on the Lot in a location approved by the ACC. All Owners are required to install and maintain a 12 Inch culvert in the bottom of the borrow ditch under their driveways. No driveway or parking area shall be permitted which creates a dust nuisance.

Section 13. Exterior and Entry Way Lighting. In order to maintain a well-lit streetscape and promote neighborhood safety, each home shall have approved a

minimum of two shielded 60 watt exterior lights mounted on the front of each home in a location that will provide light to the front yard. The lights shall have photosensitive switches that automatically activate the lights in the evenings. No lighting will be allowed which is considered a nuisance to neighboring Lots.

Section 14. Exterior Antennas. Satellite dishes not exceeding 24 inches in diameter will only be allowed on the rear plane of the Dwelling Unit and will be subject to ACC approval. No other outside television antennas, radio aerials, or similar devices or structures shall be installed on any Lot or the exterior of any structure located thereon.

Section 15. Overhead Power. All power lines must be underground. Thus, no overhead power lines will be allowed whatsoever, except the existing power line on Lot 29 Block 1 which services the Water System pump house.

Section 16. Exterior Maintenance. No improvements, including landscaping, shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair. If any Owner permits any improvements to fall into disrepair on or adjoining their Lot or in the event improvements on any Lot shall suffer damage or destruction from any cause, the Board, upon fifteen (15) days prior written notice to the Owner of said Lot, shall have the right to correct such condition, and to enter upon such Owners' Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a limited assessment and shall create a lien enforceable in the same manner as other liable, and his Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after the receipt of written demand therefore. Or the amounts may, at the Board's option, be added to the amounts payable by such Owners as Regular Assessments.

ARTICLE VII: ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. In order to protect the quality and value of all homes built in the Project and for the continued protection of the Owners thereof, an Architectural Control Committee, consisting of three or more members to be initially appointed by the Declarant is hereby established. At such time as the total number of Lots owned by Declarant (including Lots in any Annexed Property) total less than ten percent (10%) of the total number of platted Lots, then the membership of the Architectural Control Committee shall be appointed by the Board of Directors of the Association to succeed the prior ACC membership.

Section 2. Procedures. No building, fence, wall, patio cover, window awning, landscaping, or other structure shall be commenced, erected, or maintained upon any Lot, the Common Area or other properties within the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials, location of the same, and such other detail as the ACC may require shall have been submitted to and approved in writing by the ACC. The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the ACC or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it in such form as may be required by the ACC, in writing, approval will not be required and this Article shall be deemed to have been fully complied with.

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

Section 3. Submissions. Requests for approval by the ACC shall consist of such documents and other materials as may be reasonable requested including, without limitation the following:

(a) Site Plan A site plan showing the location of buildings and all other structures and improvements, including fences and walls on the Lot, Lot drainage and all setbacks and other pertinent information related to the improvements.

(b) Building Plan A building plan which shall consist of exterior elevation drawings of all sides, detailed exterior specifications with all colors, materials, and finishes to be used.

(c) Landscaping Plan. A landscape plan which shall show the location, type, and size of trees, plants, ground cover, shrubs, berms, grading, drainage, sprinkler system, fences, free standing exterior lighting, driveways, and walks.

Section 4. Fees. The ACC may establish an architectural review fee to be paid by each Owner submitting proposals for approval. No submission for approval will be considered complete until such fee has been paid.

Section 5. Vacant Lots. The ACC or its authorized agent shall have the right at all times to enter on or upon any Lot or building site that is vacant or unplanted or unoccupied by the Owners thereof, and to plant, trim, cutback, replace and or maintain hedges, trees, shrubs, flowers and any other landscaping on said property, and/or to keep cultivated and/or remove plants on any portion of any Lot or building site of said property, and the ACC, or any agent thereof shall not be deemed in any manner of trespass. The cost of any planting or maintenance undertaken shall be assessed against the Lot or building sites upon which such maintenance is done and shall be added to and become a limited assessment or charge to which such Lot or building site is subject under Article IV hereof, and as part of such limited assessments or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all aspects, as provided in Article IV hereof. Any dispute relating to the assessed costs shall be reviewed by the ACC upon petition by the Owner aggrieved by the assessment. The ACC may conduct a hearing on any petition filed, but in any event shall render a decision within thirty (30) days following filing of the petition and shall make its findings available to the aggrieved Owner. Failure within said thirty (30) day period shall render the assessment costs for maintenance void and shall cease to be a lien against the property.

ARTICLE VIII: RIGHTS RESERVED BY DECLARANT

Section 1. General Rights. Notwithstanding anything to the contrary contained in this declaration, the Declarant expressly reserves unto:

(a) Itself, its employees, successors and assigns, its agents, representatives, contractors and their employees, easements and rights-of-way on, over and across all or any part of the streets for vehicular and pedestrian ingress and egress to and from any part of the Property, or any adjacent real property owned by Declarant, or its successors or assigns.

(b) Itself, its successors and assigns (including any district or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements on, over, under or across all or part of the Common Area, and the utility easements as provided on the recorded Subdivision Plat, and any subsequent subdivision plat, for installation, use, maintenance and repair of all lines, wires, pipes, and all other things necessary for all such services, provided that any such lines, wires or pipes shall be underground and, further, provided that all work done in connection therewith shall be performed with reasonable care and that the surface of said easement area shall be restored to the level and condition that existed prior to the doing of such work; and

(c) Itself, its employees, successors, assigns, agents, representatives, contractors and their employees, the right to use the Common Area, where applicable, to facilitate and complete the development of the Property, including without limitation the use of the Common Area, where applicable for:

- (1) Construction, excavation, grading, landscaping, parking and/or storage;
- (2) The maintenance and operation of a sales office and model units for sales purposes;
- (3) The showing to potential purchasers of any unsold Lot, unit or improvements within the project;
- (4) The display of signs to aid in the sale of any unsold Lots or part of the project.

Section 2. Annexation. Declarant presently intends to develop other neighboring properties and may, in Declarant's discretion and without time restraints, deem it desirable to annex some or all of such other properties to the property covered by this declaration. The annexed properties may, at Declarant's sole discretion, be used and developed for any purpose allowed under appropriate zoning regulations. Such other properties may be annexed to the Property and brought within the provisions of this Declaration by Declarant, its successors or assign, at any time and from time to time, without the approval of any Owner, the Association or its Board of Directors. As such properties are developed, Declarant shall, with respect thereto, record a supplemental Declaration which shall annex such properties to the Property and which may supplement this Declaration with such additional or different covenants, conditions, restrictions, reservations and easements as Declarant may deem appropriate for the other properties or portions thereof and may delete or eliminate as to such other properties such covenants, conditions, restrictions, reservations and easements as continued herein which Declarant may deem not appropriate for the other properties. The filing of record of said supplemental declaration shall constitute and effectuate the annexation of the other properties or portion thereof described therein, and thereupon said other properties or portion thereof shall become and constitute a part of the properties, become subject to this Declaration and encompassed within the general plans and scheme of covenants, conditions, restrictions, reservations and easements and equitable servitudes contained herein as modified by such supplemental declaration for such other properties or portion thereof, and become subject to the functions, powers, and jurisdiction of the Association.

Section 3. Additional Properties. Subject to the provisions of Section 2 above, upon the recording of a supplemental declaration as to other properties containing the provisions as set forth in this Section, all provisions contained in this Declaration shall apply to the added properties in the same manner as if it were originally covered by this Declaration, subject to such modification, changes and deletions as specifically provided in such supplemental declaration. The Owners of Lots located in the other properties shall share in the payment of assessments to the Association as provided herein from and after the recordation of the first deed of a Lot within the added properties from Declarant to an individual purchaser thereof.

Section 4. Future Roads. Nothing in this Declaration shall in any way prohibit or restrict the future construction of a public or private road as shown on the Plat as emergency access easement on Lot 17, Block 1 or require further approval or consent of the Association or any Owner of any Lot within the Property to dedicate or create such a private or public road. Each grantee of a Lot in DeerSky Ranch specifically acknowledges and agrees that the property located to the south and east of DeerSky Ranch may be developed in the future, and access to areas located to the south or east of DeerSky Ranch may be provided by means of access on the existing private drive on Lot 17, Block 1. The entity constructing such roadway shall replace existing fences or other improvements in substantially their same condition upon completion of construction of such roadway.

ARTICLE IX: EASEMENTS

Section 1. Future Easements. The Association shall have the future right to provide for such easements across, upon and under the surface of the Common Area that may be reasonably necessary to serve the interests and convenience of the Owners of DeerSky Ranch for public and private ways, public utilities, Water System facilities,

drainage, access and other uses.

Section 2. Easement for Lot 35 and Emergency Access. That part of Lots 17, 18, 19 and 35, Block 1 shown on the Plat as being dedicated to "Private Drive and Emergency Access Easement" is intended as the ingress for Lots 17, 18, and 35, Block 1 and access for fire and similar emergency vehicles. This access is for use by Lots 17, 18 and 35/Block 1 and emergency vehicles only and such area may be used for utility purposes. However, Lot 17, 18, and 35, Block 1 may utilize said private drive to the extent of its boundaries limited to one access point. It shall be the responsibility of Lot 35 to maintain said private drive per Article VI, Section 12 except for any portion shared with Lots 17 and 18 which maintenance shall be shared equally between these Lots. A 28' easement held by the Association continues north to DeerFlat Road. This easement is for emergency vehicles only and is not to be used as an ingress/egress by any Owner including Lot 35, Block 1. This offsite easement shall be maintained with "crash" gates or other barriers that may be easily displaced by emergency vehicles and a road for emergency vehicles across such area shall be maintained by at all times by the Association.

Section 3. Easement for Water System. An easement to the Association is hereby created and dedicated for the Water System, and all other purposes necessary or incidental to the maintenance and operation thereof over and across the Property, or areas shown on the Plat as being dedicated for such purposes.

Section 4. Easement for Maintenance. The Association shall have a permanent easement to go upon privately owned property of Owners in the subdivision to perform maintenance required for the Water System, utilities or drainage systems and to enforce other rights of the Association created under this Declaration, including the right to clear and remove trees, brush, branches and other obstructions which may interfere with the use, occupation or enjoyment of the easements created herein.

ARTICLE X: GENERAL PROVISIONS

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

Section 2. Personal Liability. No Member of the Board or any committee or any officer of the Association, or the Declarant, shall be personally liable to any Owner, or other party, including the Association, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said person may be party or in which said person may become involved, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the representative or employee of the Association, the Declarant or the ACC, any other committee or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

Section 3. Borrow Ditch Grass. In order to control weeds and develop a more pleasing Subdivision, the Nampa Highway District (the "District") is allowing the Association to plant grass in the District's borrow ditches to within two (2) feet of the road asphalt. It is understood by all Owners, the Association and the Board that this is within the District's right of way and thus, is owned by the District. The District has the right to maintain this right of way without permission from the Association, the Board, or any Owner or member thereof. It is also understood by all Owners, the Association and Board that said maintenance could result in the destruction of the planted grasses. The Association, at their expense, will be responsible for replanting any grasses damaged during said maintenance and the District will not be held liable in any way or manner for any damage to grasses within their right-of-way.

Section 4. Amendment. This Declaration may be amended as follows:

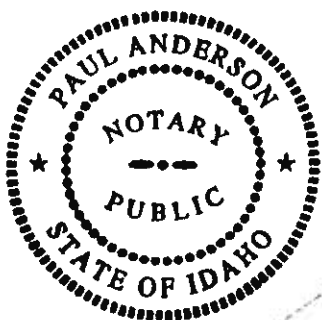
(a) Declarant Until title to a Lot within DeerSky Ranch Lane is conveyed by the Declarant to an Owner, this Declaration may be amended or terminated by the Declarant by recordation of a written instrument signed by the Declarant and acknowledged setting forth such amendment or termination.

(b) Owners Except where a greater percentage is required by an express provision in this Declaration, the provisions of this Declaration may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of Owners, including the Declarant, owning at least two-thirds (2/3) of the Lots in the Project, and such amendment shall be effective upon its recordation with the Canyon County Recorder.

Section 4. Severability. Invalidation of any one of these covenants or restrictions shall in no way effect other provisions that shall remain in full force or effect.

Section 5. Acceptance. Each Owner, by accepting a deed, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this declaration and agrees to be bound by the same.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DECLARANT
HEREIN, HAS HEREUNTO SET ITS HAND AND SEAL THIS 25TH DAY OF JULY,
2001.



By: [Signature]
Cris D. Williams, Member

By: [Signature]
Larry D. Williams, Member

STATE OF IDAHO

County of Canyon

On this 24TH day of JULY, 2001, before me a notary public
CRIS D. WILLIAMS AND
in and for said state, personally appeared LARRY D. WILLIAMS known or identified
to me, ~~has~~ executed the within instrument.
have

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

[Signature]

Notary Public for Idaho
Residing at Bols E
Commission expires: 7/16/05

CANYON COUNTY RECORDER
G NOEL HALEES
2001 JUL 24 PM 3 34
RECORDED
REQUEST
DECLARATION
DECLARATION 2001 LLC
TYPE MISC FEE 48.00

200129495



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

October 23, 2007

RECEIVED

OCT 24 2007

WATER RESOURCES
WESTERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

ROBERT ROGERO
DEERSKY RANCH HOMEOWNER'S ASSN
12678 DEER RIDGE TRAIL
NAMPA ID 83686

RE: WATER RIGHT NO(S). 63-7011A, 63-32299, 63-32301

Dear Lessor:

The water rights listed above are currently leased to the Water Supply Bank under the names of Larry and Marianne Williams. We understand that you have submitted an Ownership Change Notice to our Western regional office for these same water rights. A portion of water right 63-7011A has been rented for the 2007 irrigation season. State warrants equal to 90% of the total rental fees received are typically issued to the legal owner of the rented water right at the end of the irrigation season.

At this time, we cannot issue payment for rental of water right 63-7011A because our department records do not show you as legal owner of the water right. Our regional office informed us that that they were waiting for further correspondence from you to complete the ownership change. Once the ownership change has been processed and completed, we can issue a state warrant to you for the rental fees received on water right 63-7011A.

If you have any questions regarding this matter, please contact me at (208) 287-4954.

Sincerely,

Diana L. Ball
Water Allocation Bureau

c: Lori Harris – IDWR Western Regional Office

Moffatt Thomas

MOFFATT THOMAS BARRETT ROCK & FIELDS, CHTD.

Boise
Idaho Falls
Pocatello
Twin Falls

Eugene C. Thomas
John W. Barrett
R. B. Rock
Richard C. Fields
John S. Simko
John C. Ward
D. James Manning
Gary T. Dance
Larry C. Hunter
Randall A. Peterman
Mark S. Prusynski
Stephen R. Thomas
Glenna M. Christensen
Gerald T. Husch
Scott L. Campbell
Robert B. Burns

Michael E. Thomas
Patricia M. Olsson
Bradley J. Williams
Lee Radford
Michael O. Roe
David S. Jensen
James L. Martin
C. Clayton Gill
Michael W. McGreaham
David P. Gardner
Julian E. Gabiola
Angela Schaefer Kaufmann
Kimberly D. Evans Ross
Paul D. McFarlane
Jon A. Stenquist
Tyler J. Henderson

Jason G. Murray
Mark C. Peterson
Andrew J. Waldera
Tyler J. Anderson
Dylan B. Lawrence
Russell G. Metcalf
Benjamin C. Ritchie
Rebecca A. Rainey

Robert E. Bakes, *of counsel*
Morgan W. Richards, *of counsel*

Willis C. Moffatt, 1907-1980
Kirk R. Helvie, 1956-2003

October 30, 2006

US Bank Plaza Building
101 S Capitol Blvd 10th Fl
PO Box 829
Boise Idaho 83701 0829

208 345 2000
800 422 2889
208 385 5384 Fax
www.moffatt.com

RECEIVED

NOV 01 2006

WATER RESOURCES
WESTERN REGION

Idaho Department of Water Resources
Western Region Office, Adjudication Bureau
2735 Airport Way
Boise, Idaho 83705

Re: Water Right Nos. 63-7011A, 63-32299, and 63-32301
MTBR&F File No. 22567.0

Dear Sir or Madam:

Enclosed please find the original Notice of Error Reply form for each of the following water rights: 63-7011A, 63-32299, and 63-32301. We are submitting the enclosed Notices on behalf of our clients, Tree Top Ranches, LP, and Larry and Marianne Williams. A copy of each form is also enclosed. Please receive stamp the copies and return them in the enclosed self-addressed, stamped envelope.

Thank you for your assistance to this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,



Scott L. Campbell

SLC/tmh

Enclosures

cc: Larry Williams (w/encls.)

09/29/2006

**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: October 31, 2006

Water right number: 63-7011A

LARRY WILLIAMS
914 HOUSTON RD
BOISE ID 83706

MARIANNE WILLIAMS
914 HOUSTON RD
BOISE ID 83706

RECEIVED

NOV 01 2006

WATER RESOURCES
WESTERN REGION

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

Quantity; Purpose and Period of Use

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

Quantity: Remove the volumetric limitation of 522.00 acre feet per year.

Purpose and Period of Use: Remove the volumetric limitation of 522.00 acre feet per year. Remove the following remark: "The use of water for irrigation under this right may begin as early as April 1 and may continue to as late as October 15, provided other elements of the right are not exceeded. The use of the water before March 1 and after November 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right."

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

Quantity: There is no basis for inclusion of the acre feet per year volumetric limitation.

Purpose and Period of Use: There is no basis for inclusion of the acre feet per year volumetric limitation or the remark.

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

Date: 10/31/06

SIGNATURE:



Please print your name: Scott L. Campbell, Moffatt Thomas
Attorney of record for Larry and Marianne Williams

IDWR Western Regional Office, 2735 Airport Way, Boise, ID 83705, 208-334-2190

*AF amount on license
Remark is standard*

BOI_MT2:631145.1

11/03/2006

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

RIGHT NUMBER: 63-7011A

NAME AND ADDRESS: LARRY WILLIAMS
914 HOUSTON RD
BOISE ID 83706

MARIANNE WILLIAMS
914 HOUSTON RD
BOISE ID 83706

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.320 CFS
522.000 AFY

PRIORITY DATE: 08/14/1967

POINT OF DIVERSION:

T02N R03W S24 SENWNW Within CANYON County

T02N R03W S24 SWNESW Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 10/15

2.320 CFS
522.00 AFY

The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in CANYON County

T02N R03W S24	NWNW	37.00	T02N R03W S24	SWNW	39.00
T02N R03W S24	NWSW	40.00			

116 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

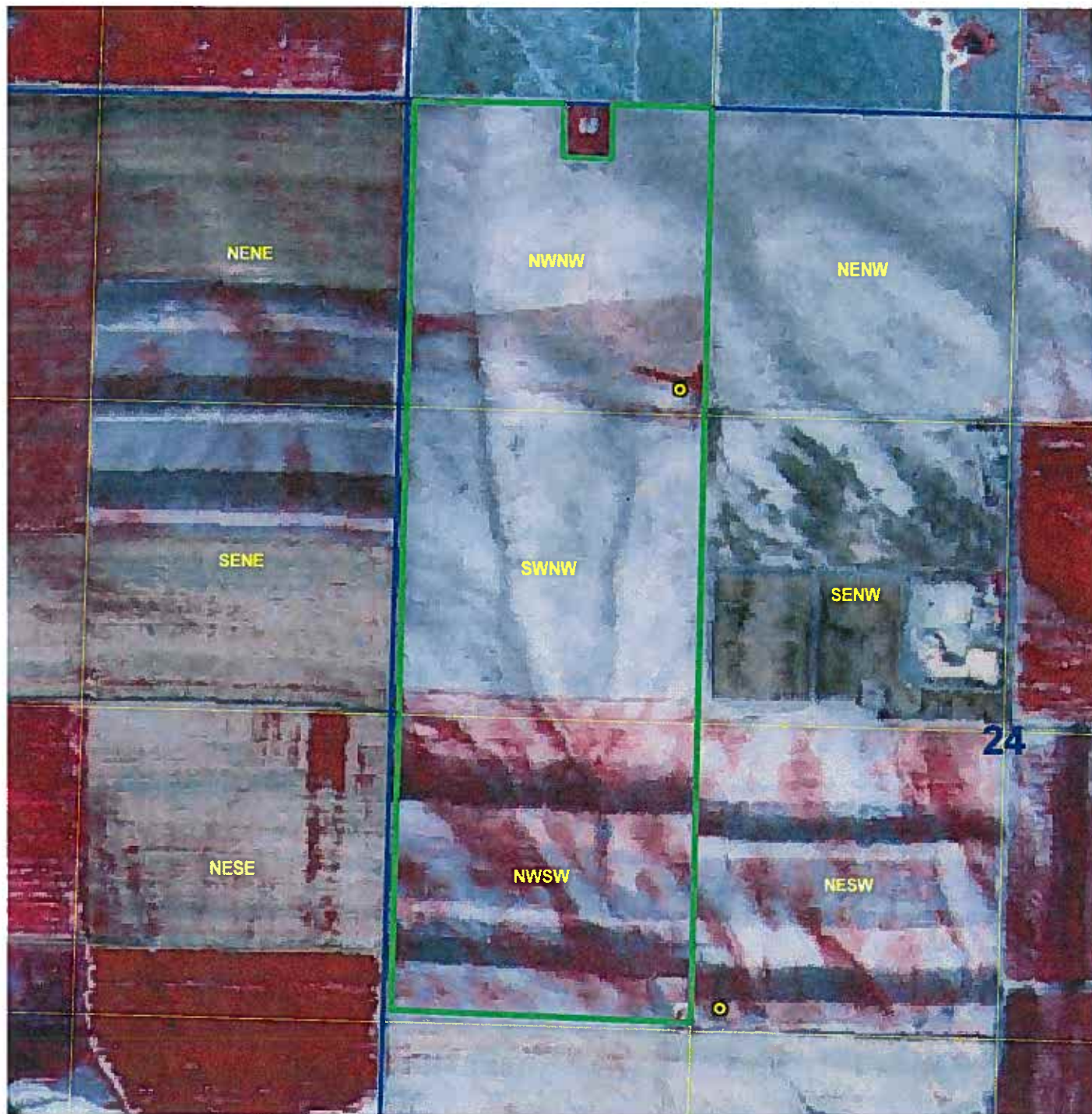
A measuring device of a type approved by the Department shall be permanently installed and maintained as part of the diverting works.



Idaho Department of Water Resources

63-7011A

T02N R03W S24



- ⊙ Point of Diversion
- ▭ Place of Use
- ▭ Sections
- ▭ Quarter Quarter

Total irrigated
acres = 116



600 0 600 1200 Feet

IDWR
Prepared by: Sandy Egbert
Date: July 14, 2006
1987 NAAP Photography

Water Supply Bank No. _____

Water Right No. 63-7011A

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE
WATER SUPPLY BANK

Name of Seller/Lessor Larry and/or Marianne Williams

Phone 208-331-0120

Post office address 914 Houston Road, Boise, Idaho, 83706

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

a. Decree No. _____ Decreed to _____
(Name)
in case of _____ vs. _____

dated _____ in _____ county of _____
(Name of court)

b. License No. 63-7011 issued by the Idaho Department of Water Resources.

c. Permit No. _____ issued by the Idaho Department of Water Resources.

2. Source of water Ground water tributary to _____

3. Date of priority 8/14/1967

4. Water is used for the following purposes:

amount 2.32 cfs for Irrigation purposes from 3/15 to 11/15

amount _____ for _____ purposes from _____ to _____

amount _____ for _____ purposes from _____ to _____
(month/day - both dates inclusive)

5. Total amount of water under right: a. 2.32 cubic feet per second
&/or

b. _____ acre feet per annum

6. Location of point of diversion is NW 1/4 of NW 1/4 of Section 24 Township 2N Range 3W, B.M. in
Canyon County

Additional points of diversion, if any NE SW Sec. 24, T2N, R3E

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7. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
2N	3W	24						37	39			40							116

Total number of acres to be irrigated 116

B. DESCRIPTION OF PORTION OF RIGHT FOR SALE OR LEASE (If the entire right is for sale or lease, omit part B.)

1. Amount of water: a. 2.22 cubic feet per second
&/or
b. _____ acre feet per annum
2. Point of diversion NW ¼ NW ¼, Section 24 Township 2N
Range 3W, B.M., Canyon County
Additional points NE SW, Sec. 24, T2N, R3W
3. Place of Use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
2N	3W	24						32	39			40							111

Total number of acres to be irrigated 111

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C. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE

1. Explain how the seller/lessor acquired the right, or portion thereof, and attach a copy of the deed to the land to which it is appurtenant or other evidence of ownership of the right.

Deed attached.

2. Describe the frequency of water use under the right, or portion thereof, during the past 5 years. Attach watermaster records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture:

Land was purchased in 1990 and leased for farming purposes to Bryce Millar Farms. Land was farmed and irrigated in 1996.

3. Describe the relative availability of water to fill the right, or portion thereof. Attach evidence to support the availability:

Good, ground water in the Boise basin not currently regulated.

4. Describe any other water rights with the same purpose and place of use as the right, or portion thereof. Will the present place of use continue to receive water from any source? If so, describe.

None

5. If the water right is a permit, describe the work accomplished toward developing the right.

6. If the right to the use of the water or the use of the diversion works or irrigation system is represented by shares of stock in a company or corporation, or if such works or system is owned or managed by an irrigation district, a written consent of the sale or lease must be attached.

7. If the right is included in an ongoing adjudication, a copy of the claim must be provided with this application.

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9. Remarks _____

D. SALE/LEASE AGREEMENT

1. The water right, or portion thereof, described above is offered to the Idaho Water Resource Board:

_____ For sale

XX For lease for period from 2001 to _____
(year) (year)

_____ As a gift to the State of Idaho.

2. The minimum payment acceptable to the Seller/Lessor is: (Include the method of determining the minimum payment)

\$6/ac-ft.

3. Payment contingent on subsequent sale or leasing of this right, or portion thereof, is:

XX Acceptable _____ Not Acceptable

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer the sale or lease of this right to the Idaho Water Resource Board.

7/24/01
(Date)

[Signature]
(Signature of applicant)

FOR DEPARTMENT USE ONLY

Received by VZA Date 7-27-01 Preliminary check by _____

Watermaster recommendation requested on _____ Received _____

Recommended for _____ approval _____ denial by _____

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Water Right Report



07/13/2001

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report

WATER RIGHT NO. 63-7011A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	LARRY WILLIAMS
Current Owner	MARIANNE WILLIAMS
	914 HOUSTON ROAD
	BOISE, ID 83706
	(208)383-0000
Original Owner	THE TRAVELERS INSURANCE CO
	REAL ESTATE INVESTMENT DEPT
	ATTN JOE DANIELS
	PO BOX 17480
	DENVER, CO 80217
	(303)740-1826
Original Owner	HAROLD D PREACH
Original Owner	JOANN PREACH
	REAL ESTATE INVESTMENT DEPT
	ATTN JOE DANIELS
	PO BOX 17480
	NAMPA, ID 83651

Priority Date: 08/14/1967

Basis: License

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	2.32 CFS	
Total Diversion			2.32 CFS	

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Location of Point(s) of Diversion:

GROUND WATER	SENWNW	Sec. 24	Township 02N	Range 03W	CANYON County
GROUND WATER	SWNESW	Sec. 24	Township 02N	Range 03W	CANYON County

IRRIGATION Use:

Acre Limit: 116

Place(s) of use:

Place of Use Legal Description: IRRIGATION CANYON County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
02N	03W	24		NWNW	37		SWNW	39						
				NWSW	40									

Total Acres: 116

Conditions of Approval:

1.	001	A measuring device of a type approved by the Department shall be permanently installed and maintained as part of the diverting works.
----	-----	---

Remarks:

1.	General	CONFORMED ADDRESS TO D.E. STANDARDS 03/29/95 SS.
----	---------	--

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: OR

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre: SEP 07 2001

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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



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FN/9811

INSTRUMENT NO. 9024025

SPECIAL WARRANTY DEED AND BILL OF SALE

THIS INDENTURE, made this 26th day of December, 1990, between THE TRAVELERS INSURANCE COMPANY a Connecticut corporation, the Grantor, and LARRY WILLIAMS and MARIANNE WILLIAMS, husband and wife, whose address is P. O. Box 67, Boise, Idaho 83707, the Grantees,

W I T N E S S E T H:

That the said Grantor, for and in consideration of the payment to it of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION, by the said Grantees, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantees, and to their heirs, successors and assigns forever, the real estate situate in County of Canyon, State of Idaho, described in Exhibit A attached hereto and made a part hereof;

AND, together with all and singular the rights, interests and privileges in said described real estate, fixtures thereon and appurtenances thereunto belonging or in anywise appertaining, whether now or hereafter acquired, which shall include, without limiting the generality of the foregoing, the following:

All of the rents, issues and profits, including but not limited to all rents, royalties, bonuses and benefits under any existing or future oil, gas or mineral or other leases; all easements and rights of way; all rights of homestead, and all contingent rights in and to said premises;

all water, water rights, whether riparian, appropriative or otherwise and whether or not

SEP 07 2001

appurtenant, all ditch rights, and pipeline easements or irrigation system easements and any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, including, without limitation, Water Licenses Nos. C3-7011, 63-7075, and 63-3330;

All pumps and panels used in connection with the water licenses referred to immediately above;

Specifically, and without limiting the scope of the preceding descriptions, eight hand lines;

ALL IRRIGATION EQUIPMENT AND APPURTENANCES THERETO TRANSFERRED BY THIS INSTRUMENT ARE SOLD BY THE GRANTOR AND ACCEPTED BY THE GRANTEE IN THEIR PRESENT CONDITION, AND THE GRANTOR HAS NO OBLIGATION TO REPAIR, MODIFY OR REPLACE ANY OF THE IRRIGATION EQUIPMENT.

Said described property is conveyed subject to (1) all taxes and assessments for the year 1990 and subsequent years, (2) all reservations in patents or deeds in the chain of title, (3) all easements and rights of way visible on the property or appearing of record in the office of the County Recorder of Canyon County, Idaho, (4) all covenants and restrictions appearing of record in the office of said Recorder, and (5) all items listed as exceptions in Commitment for Title Insurance No. PN 19811 issued by Pioneer Title Company of Canyon County on November 6, 1990, as shown in the copy of Schedule E-Section 2 thereof which is attached hereto and made a part hereof.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate,

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SEP 07 2001

right, title and interest in and to the said property, as well in law as in equity, of the said Grantor.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises together with the appurtenances unto the Grantees and to their heirs, successors and assigns forever.

Grantor warrants to the Grantees, and their successors in title, that Grantor has not created or permitted to be created any lien, charge or encumbrance against said real estate which is not shown or referred to herein, and Grantor covenants that it will defend said premises to the extent of the warranties made herein against the lawful claims of all persons; PROVIDED HOWEVER, that such warranty shall not include mineral rights or interests, if any, conveyed by this Deed.

IN WITNESS WHEREOF, the said Grantor has hereunto caused its corporate name to be subscribed by its officers first thereunto duly authorized by its Board of Directors, all as of the day and year herein first above written.

THE TRAVELERS INSURANCE COMPANY
A Connecticut corporation

BY Stephen Holiday
STEPHEN HOLIDAY
ASSISTANT DIRECTOR

ATTEST:

Gregory J. Lynch
Gregory J. Lynch
ASSISTANT SECRETARY
MICROFILMED

SEP 07 2001

EXHIBIT "A"

The North Half of the Southwest Quarter and the West Half of the Northwest Quarter of Section 24, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

EXCEPTION THEREFROM:

A portion of the Northwest Quarter of the Northwest Quarter, Section 24, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho, more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Section 24, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho and running Easterly 600.0 feet along the Northerly boundary of said Section 24 to the TRUE POINT OF BEGINNING; thence continuing

Easterly 300.0 feet along said Northerly boundary of Section 24 to a point; thence at right angles and running Southerly 300.0 feet to a point; thence at right angles and running Westerly 300.0 feet along a line parallel to and 300.0 feet Southerly from the said Northerly boundary of Section 24 to a point; thence at right angles and running Northerly 300.0 feet to the point of beginning.

AND EXCEPTING THEREFROM:

The North 150.0 feet of Northeast Quarter of the Southwest Quarter Section 24, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

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SEP 07 2001

SCHEDULE B - SECTION 2

File No.: PN 19811

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.*
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises including, but not limited to, insufficient or impaired access and matters contradictory to any survey plat shown by the public records.*
3. Easements, or claims of easements, not shown by the public records.*
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.*
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.*

C. SPECIAL EXCEPTIONS:

1. General taxes for the year 1990, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.
2. Liens and assessments of Boise-Kuna Irrigation District, and the rights and powers of said district as by law provided. No search made.
3. Rights of way for irrigation and drainage ditches and canals and roads.
4. Power-line easement as granted by HAROLD BREACH and JO ANNE E. BREACH, his wife to IDAHO POWER COMPANY, a corporation, by instrument recorded April 23, 1981, as Instrument No. 919162, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.

SCHEDULE B - Section 2
Commitment - Chicago Title
MICROFILMED

SEP 07 2001

6. Rights and Responsibilities under that certain Well Agreement and Easement recorded on October 25, 1989 as Instrument No. 8919735, records of Canyon County, Idaho.

9024025

RECORDED

90 DEC 31 PM 3 00

HED J KERR

CANYON COUNTY RECORDER

BY *J. K. KERR*

REQUEST, PIONEER - NAIPA

TYPE *Record* BY *J/K*

SCHEDULE B - Section 2
Commitment - Chicago Title

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SEP 07 2001

CANYON, IDAHO

Form Approved - OMB No. 0560-0004

FSA-578 (02-01-91)

REPORT OF ACREAGE

PROGRAM YEAR 1976

FARM NUMBER: 4439

FARM AND TRACT DETAIL LISTING

DATE: 09-12-76

Operator Name and Address ID

Original: _____

BRYCE MILLAR 1822

Revision: _____

3502 S MIDLAND BLVD
NAMPA, ID 83686-8213

Cropland: 181.5

Farmland: 191.0

Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Land Use	Reported Acreage	Determined Acreage	O/ M	Crop Stat	PltPr FCIC	Frod Share	Frod ID
0		Ni	OATS	SPR			.00	.00				1.0000	1822
		Crop OATS		Nirr .0	Irr								
		Photo Number/Legal Description: None											
		Cropland:	.0	Reported:	.0	Difference:	.0	Reported D,B,S,R,A:	.0				
4876	1	Ir	FALOW			CUPCP	18.70	18.70	00	I		1.0000	1822
	2	Ir	BARLY	SPR	Grain		74.90	74.90	00	I	2	1.0000	1822
	3	Ir	BEANS	PNT	DryEd	Y FAV	38.70	38.70	00	I	2	1.0000	1822
	4A	Ir	BARLY	SPR	Grain		20.00	20.00		I	2	1.0000	1822
	4B	Ir	BEANS	PNT	DryEd	Y FAV	19.80	19.80		I	2	1.0000	1822
		Crop BARLY		Nirr	Irr	Crop OFAV		Nirr 58.5		Irr			
		Photo Number/Legal Description: #H13 24 2 3											
		Cropland:	181.5	Reported:	172.1	Difference:	-9.4	Reported D,B,S,R,A:	.0				

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SEP 07 2001

CANYON, IDAHO

Form Approved - OMB No. 0560-0004

FSA-575(02-01-91)

REPORT OF ACREAGE

PROGRAM YEAR 1996

FARM NUMBER: 4439

FARM SUMMARY

DATE: 09-12-96

Operator Name and Address IO

Original: _____

BRYCE MILLAR 1922

Revision: _____

3502 S MIDLAND BLVD
NANPA, ID 83686-8213

Cropland: 181.5

Farmland: 191.0

NOTE: The following statements are made in accordance with the Privacy Act of 1974(5 USC 552a). The Agricultural Adjustment Act of 1938, as amended, and the Agricultural Act of 1949, as amended, authorized the collection of the following data. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Acts.

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate, or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, Ag Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0004), Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO YOUR FSA COUNTY OFFICE.

Producer Name	IO	Crop	Share
BRYCE MILLAR	1922	BARLY	1.0000

Crop	Reported	Determined	Crop	Reported	Determined	Crop	Reported	Determined
BARLY	94.9	94.9	OATS	.0	.0	OFAV	58.5	58.5

OPERATOR'S CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct, and that all required crops and land uses have been reported for the farm as applicable. The signing of this form gives FSA representatives authorization to enter and inspect crops and land uses on the above identified land.

Operator's Signature

Date

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, sex, age, marital status, or disability.

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SEP 07 2001

T4876

T3621

T5226

T5097

Barley

39.7

18.2

3

18.7

2
74.9

52.0

17.2

Barley

Pinto

Lima Beans

38.7

T3528

H/NW

H/NW

* 4439 T 4876 * M13 24 2 3

1996

ST & CNTY:

AREA: _____ for pot/ _____ for bos/ _____ for appls-grps

List variety & spring (acres) or winter (acres) for crop.

☒ CASH RENTED☐ CROP SHARED, list who & shares on field

T3766

23 24

13.5

2
72.6

26

25

T 3597

MICROFILMED

1

SEP 07 2001

14.0

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[Outages](#)
[PI System](#)
[Download](#) CLRIS

Customer Account Information

Account No: 1332-000033-1 6	Customer: Deer Flat 200 Lic	Phone: 208-331-0120	C/D Date: 10/03/2000
Rate (Tariff): 24S (ID)	Address: * 0079 Hp 200	Co-App: Chris Williams	SIC: 0000
Status, Bal: Active, \$ 64.64	Map It! Nampa, ID 83651	Phone:	Tax ID:

Billing History

Graphs: [kW](#) [kWh](#) [Amount](#)

Meter	Meter ID	From Date	To Date	Code	BLC	kW	kWh	Amount	Rate
1	51026403G	10/05/2000	11/03/2000	0	.0	120.0	1,360	\$ 52.67	24S
1	51026403G	10/03/2000	10/05/2000	8	.0	120.0	320	\$ 11.97	24S
1	51026403G	08/08/1996	10/03/2000	0	.0	.0	0	\$.00	24S
1	51026403G	07/15/1996	08/08/1996	A	.0	.0	0	\$ 8.00	24S
1	51026403G	06/13/1996	07/15/1996	I	.0	124.0	73,920	\$ 2,416.08	24S
1	51026403G	05/29/1996	06/13/1996	A	.0	120.0	34,560	\$ 1,137.11	24S
1	51026403G	10/13/1995	05/29/1996	A	.0	.0	0	\$.00	24S
1	51026403G	09/13/1995	10/13/1995	A	.0	114.0	44,480	\$ 1,841.68	24S
1	51026403G	08/14/1995	09/13/1995	A	.0	.0	0	\$ 10.00	24S
1	51026403G	07/13/1995	08/14/1995	A	.0	114.0	55,440	\$ 2,003.90	24S
1	51026403G	06/13/1995	07/13/1995	A	.0	120.0	71,600	\$ 2,489.25	24S

SEP 07 2001

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7/9/2001

MICROFILMED
SEP 07 2001

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[PI System](#)
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Customer Account Information

Account No: 1332-000033-9 9	Customer: Nick R Millar Farms	Phone: 208-467-7255	C/D Date: 10/13/1994
Rate (Tariff): 24S (ID)	Address: * 0079 Hp 200	Co-App:	SIC: 0000
Status, Bal: UAR, \$.00	Map It! Nampa, ID 83661	Phone:	Tax ID: 519745810

Billing History

Graphs: [kW](#) [kWh](#) [Amount](#)

Meter	Meter ID	From Date	To Date	Code	BLC	kW	kWh	Amount	Rate
1	51026403G	09/14/1994	10/13/1994	0	.0	.0	0	\$ 15.00	24
1	51026403G	08/15/1994	09/14/1994	0	.0	112.0	49,680	\$ 1,706.93	24
1	51026403G	07/15/1994	08/15/1994	0	.0	120.0	58,240	\$ 1,970.64	24
1	51026403G	06/15/1994	07/15/1994	0	.0	116.0	68,800	\$ 2,258.67	24
1	51026403G	05/16/1994	06/15/1994	0	.0	120.0	61,200	\$ 2,054.39	24
1	51026403G	04/05/1994	05/16/1994	0	.0	120.0	57,840	\$ 2,006.05	24
1	51026403G	08/05/1993	04/05/1994	0	.0	.0	0	\$.00	
1	51026403G	07/15/1993	08/05/1993	A	.0	120.0	25,600	\$ 925.65	24
1	51026403G	06/15/1993	07/15/1993	A	.0	144.0	62,320	\$ 2,090.69	24
1	51026403G	05/19/1993	06/15/1993	A	.0	138.0	31,760	\$ 1,202.17	24
1	51026403G	06/26/2000	05/19/1993	A	.0	.0	0	\$.00	

SEP 07 2001

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TOTAL P.07

JAN-02-1900 17:57

P.07

State of Idaho

Department of Water Administration

WATER RIGHT LICENSE

License of Water Right No. 63-7011 Priority August 14, 1967 Amount 2.34 cfs

THIS IS TO CERTIFY, that Harold D. Breach & JoAnn Breach
of Nampa, Idaho, have ~~xxxx~~ complied with the terms and conditions of Permit
No. 63-7011 issued pursuant to Application for Permit dated June 20, 1967,
and has submitted proof to the Department of Water Administration on July 17, 1972,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 4.20 cfs of water from a ground water source,
tributary to _____, and that the permit holder has applied to a beneficial use &
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u> from <u>April 1</u> to <u>Oct. 15</u> at <u>2.34</u> cfs and <u>526.5 acre feet or</u>			<u>4.5 af per acre</u>
_____ from _____ to _____ at _____ cfs and _____			
_____ from _____ to _____ at _____ cfs and _____			

(both dates inclusive)

Subject, however, to the condition that no more than 2.34 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
526.5 acre feet per year, said waters to be diverted within the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 24,
Twp. 2 N, Rge. 3 W, B. M. in the County of Canyon

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
2 N	3 W	24					38	39			40								117

Total number of acres irrigated 117

A measuring device of a type approved by this Department shall be permanently maintained as part of the diverting works.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 7 day of February, 19 74.

Director

RECEIVED
JUN 20 1967

Department of Reclamation

Identification No. 63-7011
Application No. 41913

LICENSE ISSUED FOR 2.34 SEC. FT.
LICENSE PAGE NO. _____

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho

1. Name of applicant Harold D. Breach and JoAnn Breach, husband and wife
post office address Route 4, Nampa, Idaho
2. Source of water supply Subterranean which is a tributary of _____
3. a. Location of point of diversion is NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 24 Township 2N.
Range 3W. B.M. Canyon County; additional points of diversion if any: _____

b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M.
4. Quantity to be appropriated:
a. 2.4 * cubic feet per second and/or ** Reduced per instructions of Attorney Davis*
b. _____ acre feet per annum will be stored.
5. Water will be used for the following purposes:
Irrigation purpose from April 1 to October 15 (both dates inclusive)
_____ purpose from _____ to _____ (both dates inclusive)
_____ purpose from _____ to _____ (both dates inclusive)
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. _____

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

c. Proposed well diameter is 30-36 inches; proposed depth of well is 400 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 5 years.
b. Estimated construction cost is \$ 27,000.00.
8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M.
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

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

63-7011

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

[illegible]

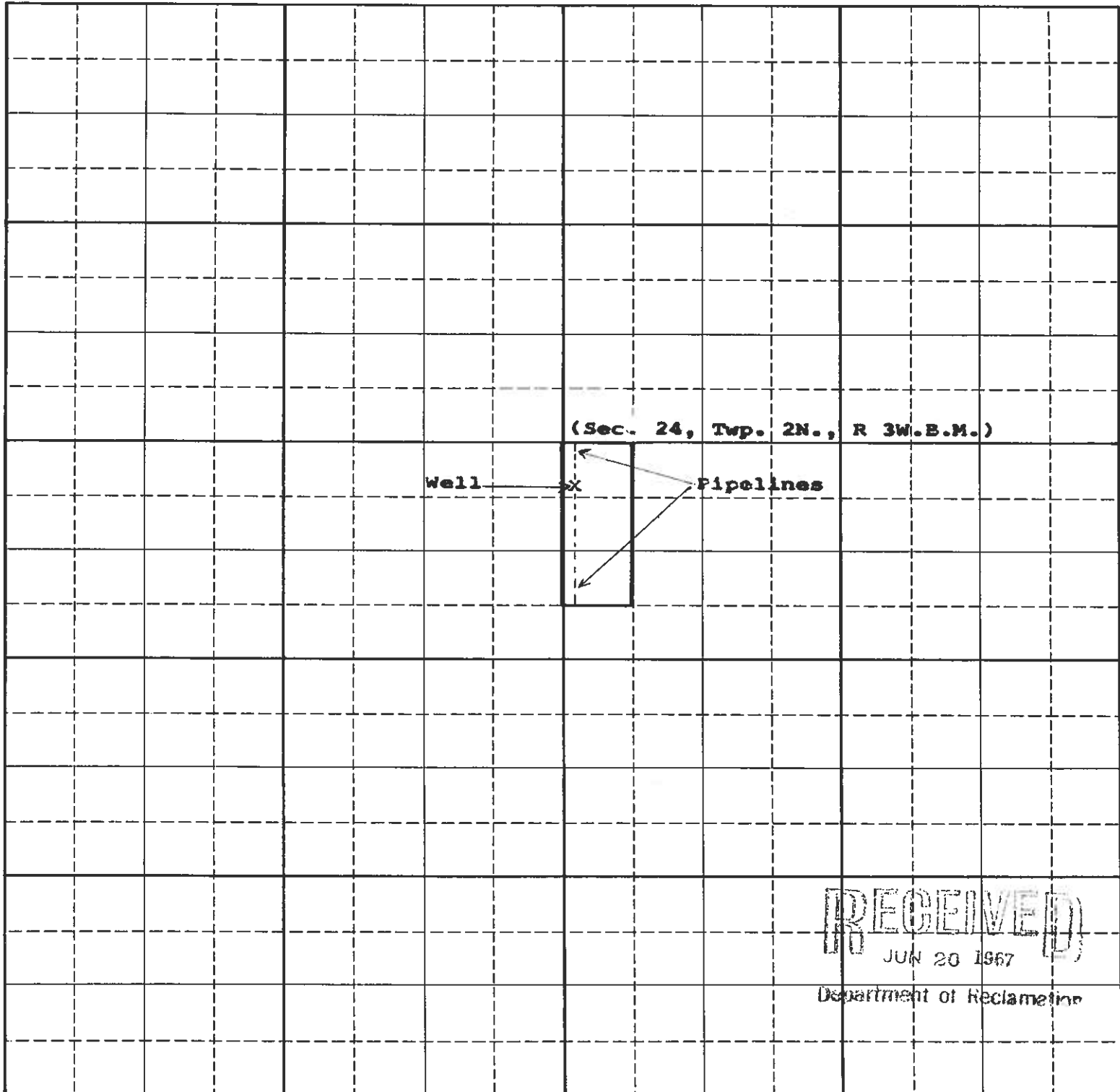
Total number of acres to be irrigated 120

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

9. a. Who owns the property at the point of diversion. Rex Jensen
b. Who owns the land to be irrigated or place of use. Rex Jensen
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing Applicants are contract purchasers of said lands by a Land Sale Agreement dated the 17th Day of June, 1967, and on file in escrow at the First Security Bank of Nampa, Idaho.

10. Remarks _____

11. Map of proposed project:



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

James O. Breach
(Applicant)
John Breach

63 7011

Received by VO Date 6-20-67 Time 2:10 PM
Preliminary check by DW Fee \$ 30.00
Receipted by ej Date 9-20-67
Publication prepared by KS Date 6-21-67
Published in Idaho Free Press
Publication dates July 6-13
Publication approved KS Date 7-17-67 NOTS.
Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by DW

ACTION OF STATE RECLAMATION ENGINEER

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 63-7011, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before August 1, 19 72.
- c. Other: The applicant shall permanently install a measuring device of a type approved by the department as part of the diverting works.

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

Witness my hand this 10th day of August, 19 67.

Josh A. Barnett
Deputy State Reclamation Engineer

DEPARTMENT OF WATER ADMINISTRATION
FIELD REPORT

1. Name of permit holder Harold D. & JoAnn Breach
Post office address Route 7 - Box 7333, Nampa, Idaho Phone _____
Person to contact _____ Phone _____
2. Source of water supply: Groundwater ☒ Surface water ☐ _____
(name spring, stream, etc.)
Tributary to _____

3. Water will be used for the following purposes:

Amount 2.4 c.f.s. for Irrigation
 AF/Annum (nature of use)

Period of Use: from April 1 to Oct. 15
(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
 _____ AF/Annum _____ (nature of use)

Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
 _____ AF/Annum (nature of use)

Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)

Other uses: _____

4. Total amount to be appropriated:

Max Rate of Diversion 2.4 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion:

Township 2 N N/S, Range 3 W E/W, B.M., Section 24, Subdivision NW $\frac{1}{4}$ NW $\frac{1}{4}$, Canyon County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4 _____

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4 _____

Other Points of Diversions: _____

Description of diverting works: well & 260 hp pump, enclosed sprinkler system

Measuring device required: yes ☒ no ☐

6. Lands to be irrigated or place of use.

[illegible]

63 7111

TOTAL ACREAGE

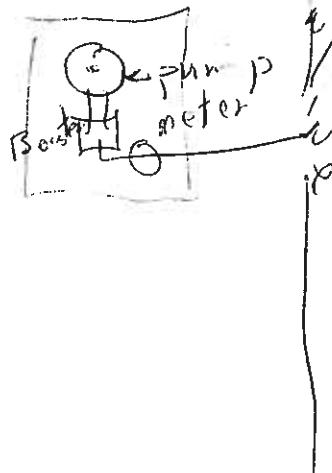
120

Permit No. 63-7011

Examination for b/u

24

Au



DATE OF EXAM 12 June 73

ACREAGE
Found 117
Recommended 117

Irrigation Requirement 4.5 Ac Ft/Ac

USE
Irrigation Q = 2.34 c.f.s. V = 526.5 AF/Ann. from Mar 15 to Oct 15
Domestic Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____
Livestock Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____

should be
Mar 15 - Nov 15

→ April 1

Is water co-mingled? yes _____ no ✓

Name source: Ground Water
twp. 2 N/S, Rge 3 E/W, B.M., Sec. 24, Sub. NW 1/4 NW 1/4 Canyon County

Exchange? yes _____ no _____

Name source exchanged with: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County

Point of injection:
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County

Point of exchange:
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County

Total Q measured 4.2 cfs Method of measurement Badger Meter

Total Q recommended 2.34 Meter No. _____ Type _____ Condition _____

Total V recommended 526.5 Ac Ft

Recommended Amendments:

P.D. _____
Place of Use _____
Other _____
None

MEASUREMENT CALCULATION:

Q = 1900 gpm - Badger Meter = 4.2 cfs

Q allow = 2.34 cfs

V = (4.5)(117) = 526.5 Ac Ft/Ann

SYSTEM DESCRIPTION:

Yellow shaft pump motor 20 HP 460 Volts 1770 RPM Ser #51415013
Boyer & Bowler pump #018941 8" discharge to 15 meters
50 HP Booster pump Centrifugal pump Buried sprinkler
mainlines

REMARKS:

Examiner's Signature James J. Barker Date 29 June 73

Checked by _____ Date _____

Approved by _____ Date _____

AJ5808NP
(OD-26)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT

07/03/95 09:28:31

Page 1

Water Right Number - A63-07011A

Prefix Translation: ADJUDICATION CLAIM

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***

WILLIAMS

LARRY

1 - 914 HOUSTON ROAD
2 -
3 -

City- BOISE

State- ID Zip- 83706

Phone - 208-383-0000

WILLIAMS

MARIANNE

1 - 914 HOUSTON ROAD

2 -

3 -

City- BOISE

State- ID Zip- 83706

Phone - 208-383-0000

*** O - ORIGINAL OWNER ***

PREACH

JOANN

1 -

2 -

3 -

City- NAMPA

State- ID Zip- 83651

Phone - 208-000-0000

PREACH

HAROLD D

1 -

2 -

3 -

City- NAMPA

State- ID Zip- 83651

Phone - 208-000-0000

TRAVELERS INSURANCE CO

THE

1 - REAL ESTATE INVESTMENT DEPT

2 - ATTN JOE DANIELS

3 - PO BOX 17480

City- DENVER

State- CO Zip- 80217

Phone - 303-740-1826

+ - - Priority Date - - +

08/14/1967

+ - - Region - - - +

14 WESTERN

+ - - Stage - - - +

L - LICENSE

+ - - Status - - - +

+ - - - - Source - - - - - +

GROUNDWATER

+ - - - - Tributary - - - - - +

+ - - - - Point of Diversion - - - - - +

Twn Rng Sec Tract Lot RFlg County Diversion Name

02N 03W 24 SE NW NW (27) CANYON
SW NE SW (27) CANYON

+ - - - - Water Use - - - - - +

Code Description Period From Period To Diversion Rate Diversion Volume

01 - IRRIGATION 03/15 11/15 2.320

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +

2.320

406.0

AJ5808NP
(00-26)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT

07/03/95 09:28:39
Page 2

Water right number - A63-07011A

Prefix Translation: ADJUDICATION CLAIM

Tw	Rng	Sec	Tract	Lot	Acres	Code	Description	County
02N	03W	24	NW NW		37.0	01	IRRIGATION	(27) CANYON
02N	03W	24	SW NW		39.0	01	IRRIGATION	(27) CANYON
02N	03W	24	NW SW		40.0	01	IRRIGATION	(27) CANYON

Total Acres: 116.0

+ - - Diversion Means - 2 WELLS, TURBINE PUMPS, WELL #2 HAS A BOOSTER PUMP

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - NONE

+ - - - - - Remarks - - - - -
CONFORMED ADDRESS TO D.E. STANDARDS 03/29/95 SS.

+ - - - - - Old Water Right Numbers - - - - -
No Old Water Right Numbers found.

+ - - - - - Conditions of Approval - - - - -
001 - A measuring device of a type approved by the Department shall
- be permanently installed and maintained as part of the diverting
- works.

+ - - - - Decree Plaintiff - - - + + - - - - Decree Defendant - - - + + - Decree Date - +
00/00/0000

+ - - Audit Fields - 03/19/90 FRITSCHL 03/29/95 SSHERMAN 03/30/95 HTHORNTON 03/30/95 POST-STD

+ - - - - - Comments - - - - -
No Comments Found

+ - - - - - Adjudication Rights Dates and Flags Area - - - - -

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 03/19/1990	Last Amended Date	- 03/30/1995	Temporary Right	- P
Proof Due Date	- 00/00/0000	Proof Made Date	- 00/00/0000	Water District	-
Licensed Date	- 00/00/0000	Receipt Number	- C015714	Federal/State Indicator	- S
Claims Tape Error Flg	-	POU Ownership Flag	- Y	Presumption Flag	-
Fee Exempt Flag	-	Name Connector	- OR	Notice of Error Flag	-



Real Estate Investment
Department
Denver Office

The Travelers Companies
P.O. Box 17480
Denver, CO 80217
Telephone: 303 740-1829

March 19, 1990

Idaho Department of Water Resources
Attn: Carter

RE: R.E.#12052 - Breach Farm

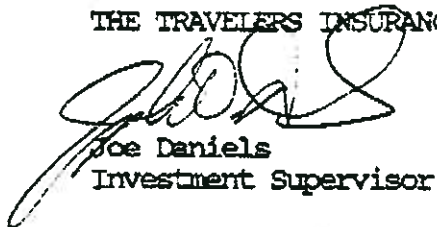
To Whom It May Concern:

Please accept this letter as notice that Mr. Don Reed is authorized to act as the agent of the Travelers Insurance Company with regard to water rights adjudication on the above referenced property.

Should you have any questions, please call me at (303) 740-2082.

Sincerely,

THE TRAVELERS INSURANCE COMPANY



Joe Daniels
Investment Supervisor

JOD/ja