

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-3149A

WATER RIGHT NUMBER: 63-3149A

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	KENNETH D CASPER C/O JAY C NEIDER RT 3 BOX 251 NAMPA, ID 83651
Current Owner	GREGORY B JOHNSON 2433 CAN-ADA RD MELBA, ID 83641 (208)495-2215

Priority Date: 03/10/1959

Basis:	License
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Status: Parent

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	1.570 CFS	
	Total Diversion:	1.570 CFS	

<u>Location of Point(s) of Diversion</u>		
GROUND WATER	SE1/4SW1/4	Sec. 34, Twp 02N, Rge 02W, B.M.
CANYON County		

Place of Use
IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>Totals</u>
02N	02W	34									40.0	40.0	38.0	39.0					157.0

Total Acres: 157

Conditions of Approval:

1. THIS RIGHT HAS BEEN COMBINED WITH RIGHTS 63-03029, 63-03046, 63-03276 AND 63-07647 AND CLAIMED AS A63-23996...RMC 10/29/90 THIS RIGHT WAS COMBINED INTO A63-23996; HOWEVER, A CHANGE IN OWNERSHIP HAS RESULTED IN THE SEPARATION OF THIS RIGHT. THE REMAINING PORTION OF LAND IN THE NW1/4SE1/4, SECTION 34, CURRENTLY OWNED BY R & L CHRISTENSEN HAS NOT BEEN SPLIT OUT AND IS STILL CLAIMED UNDER A63-23996C.
2. SPLIT RIGHT: SEE RIGHT NOS. 63-32502 and 63-32503.

Remarks:

Comments:

Water Supply Bank:

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

RECEIVED

OCT 19 2006

DEPARTMENT OF
WATER RESOURCES

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	AT 63-3149	A			
	AT 63-7647	C			

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

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

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

GREGORY B. & HENDI M. JOHNSON
 2433 CANADA RD, MELBA, ID 8364

4. New Owner/Claimant(s)

Sunset Hills Homeowners Association

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

New Mailing Address

6155 Altafina Place

City, State and ZIP Code

Nampa, ID 83686

New Telephone Number

(208) 466-1797 412-5397

5. Date you acquired the property

JIM FRIERMOUNTAINBANK.COM

SCANNED

OCT 23 2006

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>63-3149 A</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>.6</u>	<u>60 AC</u>
Stock		
Domestic		
Other		
Total	<u>.6 CFS</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>63-7647 C</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>.6</u>	<u>60 AC</u>
Stock		
Domestic		
Other		
Total	<u>.6 CFS</u>	

* 7.

Signature of New Owner(s) or Claimant(s)
(include title if applicable)

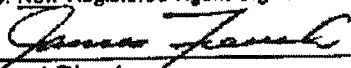
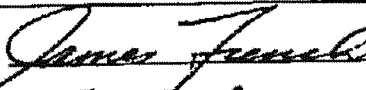
James French
President - Sunset Hills HOA.

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

For Office Use Only

Received by _____	Date _____	Fee _____
Receipted by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

SCANNED
OCT 23 2006

No. C 120218 Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	Due no later than July 31, 2006 Annual Report Form 1. Mailing Address - Correct in this box. If applicable SUNSET HILLS HOMEOWNERS' ASSOCIATIO PO BOX 44068 BOISE, ID 83744 6155 Alfalfa Place Nampa ID 83686	2. Registered Agent and Office NO PO BOX SKIP ANDERSEN 8428 FAIRMVIEW AVE BOISE, ID 83704 James French 6155 Alfalfa Place Nampa ID 83686 3. New Registered Agent Signature 			
4. Corporations: Enter Names and Business Addresses of President, Secretary and Directors.					
<u>Office held</u>	<u>Name</u>	<u>Street or P.O. Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
President	James French	6155 Alfalfa Place	Nampa	ID	83686
Vice President	Winston Cope	6215 Alfalfa Place	Nampa	ID	83686
Secretary	Brian Haken	6254 Silhouette Mtn. Ln.	Nampa	ID	83686
Treasurer	Deborah French	6155 Alfalfa Place	Nampa	ID	83686
5. Organized Under the Laws of: IDAHO C 120218		6. Signature  Date <u>07-31-06</u> Name (Typed or Printed) <u>James French</u> Title <u>President</u>			
Issued 05/01/2006		Do Not Tape or Staple			
200607005645					

512 - 12th Ave., South
Nampa, ID. 83653
208-466-8661
208-466-8657
www.intermountainbank.com

Intermountain
COMMUNITY BANK

Fax

To: Michael Ciscell From: Jim French - Loan Officer
Fax: 287-6700 Pages: 20
Phone: _____ Date: 11-07-06
Re: Sunset Hills. cc: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

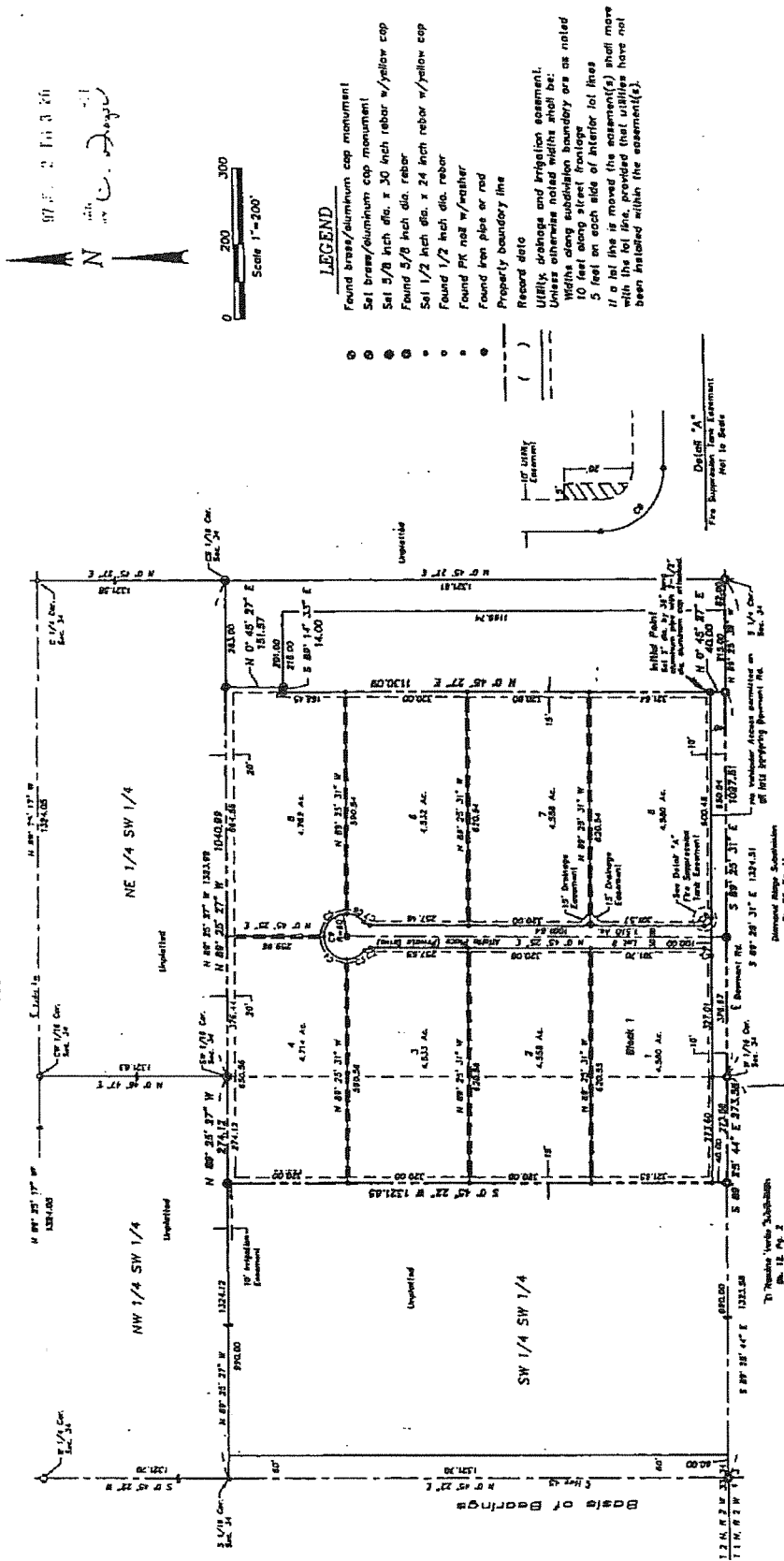
Michael - I hope this is
what you require

Jim French

• **Comments:** The contents of this facsimile document are confidential. If you have received this document in error, please contact the sender.

Sunset Hills Subdivision
A PART OF THE SE 1/4 SW 1/4, SW 1/4 SW 1/4, SEC. 34, T 2 N, R 2 W, B.M.
CANYON COUNTY, IDAHO
1997

9717207



- NOTE:**
- This Development recognizes Section 22-4503 of the Idaho Code, Right to Farm Act, which states: "No agricultural operation or an apurtenance shall be or become a nuisance, private or public, non-agricultural, or agricultural, or any combination thereof, after the time when the operation or apurtenance has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or apurtenance to it."
 - The Property North of Sunset Hills Subdivision, owned by Nelson-Dupps, Inc., has a Conditional Use Permit to mine gravel. See Canyon County Development Services Department File No. 42047/34-20-2. A buffer of deciduous trees shall be planted at 200' intervals across the north boundary.
 - A Homeowner's Association shall maintain & operate irrigation system, road & storm retention area and tree buffer area. Storm Water from roadway (Lot 9) shall be retained on site and shall be the responsibility of the Home Owners Association. All individual lots will retain runoff within each individual lot.

CURVE TABLE

NO	ANGLES	CENTRAL ANGLE	PI	LENGTH	CHORD	CHORD BEARING
1	30.00	30.00	18.84	17.15	28.24	N 45.19° E
2	45.00	45.00	28.81	25.98	42.32	N 22.54° E
3	60.00	60.00	38.79	34.64	56.38	N 11.25° E
4	75.00	75.00	48.76	43.30	70.43	N 00.00° E
5	90.00	90.00	58.74	51.96	84.48	S 00.00° E
6	105.00	105.00	68.71	60.62	98.53	S 11.25° E
7	120.00	120.00	78.69	69.28	112.58	S 22.54° E
8	135.00	135.00	88.66	77.94	126.63	S 33.81° E
9	150.00	150.00	98.64	86.60	140.68	S 45.19° E
10	165.00	165.00	108.61	95.26	154.73	S 56.46° E
11	180.00	180.00	118.59	103.92	168.78	S 67.73° E
12	195.00	195.00	128.56	112.58	182.83	S 79.00° E
13	210.00	210.00	138.54	121.24	196.88	S 90.27° E
14	225.00	225.00	148.51	129.90	210.93	S 01.54° E
15	240.00	240.00	158.49	138.56	224.98	S 12.81° E
16	255.00	255.00	168.46	147.22	239.03	S 24.08° E
17	270.00	270.00	178.44	155.88	253.08	S 35.35° E
18	285.00	285.00	188.41	164.54	267.13	S 46.62° E
19	300.00	300.00	198.39	173.20	281.18	S 57.89° E
20	315.00	315.00	208.36	181.86	295.23	S 69.16° E
21	330.00	330.00	218.34	190.52	309.28	S 80.43° E
22	345.00	345.00	228.31	199.18	323.33	S 91.70° E
23	360.00	360.00	238.29	207.84	337.38	S 02.97° E

- Provides a 3000 gallon underground storage tank, to provide for protection for a 3000 s.f. residence with base connection for Upper Deer Flat District Standards (including garage). No outbuilding shall be constructed closer than 30' to a residence. Also provide a 20' wide all weather access road from the edge of pavement to the underground storage tank.
- Septic tanks or drainfields are not permitted within 1000' of wells.
- Other possible sources of pollution are not permitted within 50.00 feet of wells.
- No lot shall be reduced in size without prior approval from Southwest District Health Dept.
- See Subdivision Engineering Report on file with the Southwest District Health Dept. for installation of subsurface sewage disposal systems.
- This subdivision is subject to the RESTRICTIVE COVENANTS filed under instrument _____ for SUNSET HILLS SUBDIVISION.



PAUL C. ANDERSON, INC.
Surveyors, Engineers & Planners

3140 N. McMillan Rd.
Boise, ID 83702
(208) 454-0256
(208) 454-0979 Fax
JAN2001

SHEET 1 of 2

BK. 24 PG. 17

Sunset Hills Subdivision

OWNERS CERTIFICATE

WE, GREGORY B. JOHNSON and HEIDI M. JOHNSON, husband and wife, being first duly sworn, depose and say that we are the owners of SUNSET HILLS SUBDIVISION more particularly described in the legal description below, state that it is our intention to include said property in this subdivision, and that we do for ourselves, our heirs, transferees, successors and assigns, do hereby dedicate, donate and convey to the public forever the street shown on this plat as Sunset as Bowman Rd. the street shown on this plat as Sunset Place is to remain private and to be maintained by a homeowners association. The easements shown on this plat are intended only for the right and purpose set forth and no structure other than those for utility, irrigation or drainage purposes is to be erected within limits of the easements. Also, we hereby certify that this subdivision will be served water by the use of individual or two party domestic wells.

SUNSET HILLS SUBDIVISION is located in a part of the SE 1/4 SW 1/4 and SW 1/4 SW 1/4 Section 34, Township 2 North, Range 2 West, Boise Meridian Canyon County, Idaho.

COMMENCING at the SE corner of said SE 1/4 SW 1/4 (S 1/4 corner) said corner monumented with a 5/8 inch diameter iron pin, thence N. 89° 25' 39" W., a distance of 287.00 feet along the southerly boundary of said SE 1/4 SW 1/4, said point monumented with a 5/8 inch diameter iron pin;

thence N. 0° 45' 27" E., a distance of 40.00 feet to the INITIAL POINT of this subdivision, said INITIAL POINT monumented with a 2 inch diameter by 36 inch long aluminum pipe with a 2 1/2 inch diameter aluminum cap attached;

thence continuing N. 0° 45' 27" E., a distance of 1,300.09 feet parallel with the easterly boundary of said SE 1/4 SW 1/4 to a 5/8 inch diameter iron pin, said point monumented with a 5/8 inch diameter iron pin;

thence S. 89° 14' 33" E., a distance of 14.00 feet to a 5/8 inch diameter iron pin;

thence N. 0° 45' 27" E., a distance of 151.57 feet parallel with the easterly boundary of said SE 1/4 SW 1/4 to a point on the northerly boundary of said SE 1/4 SW 1/4, said point monumented with a 5/8 inch diameter iron pin;

thence N. 89° 25' 27" W., a distance of 1,040.99 feet along the northerly boundary of said SE 1/4 SW 1/4, to the NW corner of said SE 1/4 SW 1/4, said corner monumented with a 5/8 inch diameter iron pin;

thence continuing N. 89° 25' 27" W., a distance of 274.12 feet along the northerly boundary of said SW 1/4 SW 1/4 to a 5/8 inch diameter iron pin;

thence S. 0° 45' 22" W., a distance of 1,321.65 feet parallel with the westerly boundary of said SW 1/4 SW 1/4 to a point on the southerly boundary of said SW 1/4 SW 1/4, said point monumented with a 5/8 inch diameter iron pin;

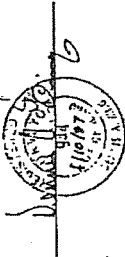
thence S. 89° 25' 44" E., a distance of 273.58 feet along the southerly boundary of said SW 1/4 SW 1/4 to the SE corner of said SW 1/4 SW 1/4, said corner monumented with a 5/8 inch diameter iron pin;

thence S. 89° 25' 31" E., a distance of 1,027.51 feet along the southerly boundary of SE 1/4 SW 1/4 to a 5/8 inch diameter iron pin;

thence N. 0° 45' 27" E., a distance of 40.00 feet to the INITIAL POINT of SUNSET HILLS SUBDIVISION.

APPROVAL OF COUNTY SURVEYOR

I, Dennis A. King, Canyon County Surveyor, do hereby certify that I have examined the plat of Sunset Hills Subdivision and that it complies with the requirements of Idaho State Code.



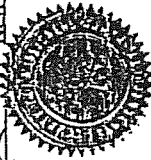
APPROVAL OF CANYON COUNTY PLANNING AND ZONING COMMISSION

[Signature]
Chairman
5-22-97
Date

APPROVAL OF CANYON COUNTY COMMISSIONERS

Accepted and approved this 3rd day of May, 1997 by the Board of County Commissioners of Canyon County, Idaho.

[Signature] Chairman
[Signature] Ned J. Bell, Deputy
Deputy



SOUTHWEST DISTRICT HEALTH DEPARTMENT

Sanitary restrictions of this plat are hereby removed according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval.

[Signature] 5-21-97
Southwest District Health Department

APPROVAL NAMPA HIGHWAY DISTRICT

[Signature] 5-15-97
Chairman
Date

Sheet 2 of 2

BK. 24 PG. 17

6.2.5 The tree buffer area established or to be established on Building Lots 4 and 5 of the Plat shall be maintained by the Owners of such Building Lots. The Association hereby grants such Owners the license to maintain such Common Area in a manner approved in writing by the Architectural Committee. Reasonable costs in connection with such maintenance shall be reimbursed to such Owners by the Association; provided, however, the Owners of Building Lots 4 and 5 fail to maintain the tree buffer area in accordance with Association specifications, the Association has the continuing right to access the tree buffer area for maintenance.

6.3 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot and/or Parcel the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and/or Parcel and may be collected as provided herein for the collection of other Assessments.

ARTICLE VII: WATER SYSTEMS

7.1 Domestic Wells. Each Owner shall, at Owner's own expense, provide Owner's Building Lot and/or Parcel with an on-site well for domestic use and for irrigation use for landscaping only in the immediate area surrounding the house, and in accordance with Idaho Department of Water Resources specifications for irrigation by domestic wells.

Each Building Lot and/or Parcel shall have a pressurized irrigation water system (Irrigation System), which has been or shall be constructed by the Grantor and which shall be transferred to the Association by appropriate deed and/or bill of sale. Use of the Irrigation System shall be subject to such rules and regulations of the Association governing use of the Irrigation System as may be adopted by the Association from time to time. The amount of water the Association receives will be determined by the Idaho Department of Water Resources. Payment for water use shall be made by the Association. Irrigation water will be prorated per Building Lot and/or Parcel.

THE IRRIGATION SYSTEM IS PRIMARILY FOR AGRICULTURAL USE. IT WILL BE AVAILABLE INTERMITTENTLY AND APPROXIMATELY ONE DAY PER WEEK TO OWNERS FOR THE EXCLUSIVE IRRIGATION OF PASTURE OR OTHER CROP LAND DURING THE IRRIGATION SEASON. IRRIGATION PROCEDURES WILL OCCUR ON A ROTATIONAL SCHEDULE TO BE ESTABLISHED BY THE ASSOCIATION. IT IS IMPERATIVE THAT OWNERS UNDERSTAND THAT WHEN THE IRRIGATION SYSTEM IS IN OPERATION, EACH OWNER IS REQUIRED TO USE THE WATER WHEN SCHEDULED. OWNERS MAY MAKE USE OF WATER WITH OTHER OWNERS; HOWEVER, FAILURE TO USE THE WATER WHEN SCHEDULED MAY RESULT IN DAMAGE TO THE SYSTEM AND

7.3 Non-Potable Water. The non-potable Irrigation System contains inherent dangers. Use of the Irrigation System shall be subject to such rules, regulations, laws and ordinances as may be adopted and amended from time to time, of the State of Idaho, federal government, applicable irrigation and/or ditch company, and the Association, governing the use of the Irrigation System. Cross-connections of any type or kind whatsoever between the non-potable Irrigation System and potable water lines are strictly prohibited. **WATER FROM THE IRRIGATION SYSTEM IS NOT DRINKABLE; EACH OWNER SHALL BE RESPONSIBLE TO INSURE THAT IRRIGATION WATER WITHIN THE BOUNDARY OF SUCH OWNER'S BUILDING LOT AND/OR PARCEL IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES.**

ARTICLE VIII: ASSESSMENTS

8.1 Covenant to Pay Assessments. By acceptance of a deed to any Building Lot and/or Parcel of the Property, each Owner of such Building Lot and/or Parcel thereby covenants and agrees to pay when

2001/4/19

SUNSET HILLS SUBDIVISION AGREEMENT RE: IRRIGATION SYSTEM, WELL USE, AND ACCESS

01025487/CH

THIS AGREEMENT entered into this 16th day of April, 2001, by and between Greg Johnson and Heidi Johnson (hereinafter referred to as "Johnson" or "Grantor"), Sunset Hills Homeowners' Association, Inc. (hereinafter "Association"), Parkland Development LLC (hereinafter "Parkland"), Rick Thurber, aka Brothers Two, LLC (hereinafter "Brothers Two") and The Westpark Company Inc., an Idaho corporation (hereinafter "Westpark").

RECITALS

WHEREAS, Johnson is the developer and original Grantor of the property in and adjacent to Sunset Hills Subdivision according to the Declaration of Covenants, Conditions and Restrictions for Sunset Hills Subdivision ("CC&Rs"), recorded in Canyon County on October 3, 1997, as instrument no. 9733569;

WHEREAS, Sunset Hills Homeowners Association, Inc. was incorporated on July 15, 1997, to govern both the platted and unplatted portions of Sunset Hills Subdivision (collectively, the "Property");

WHEREAS, Sunset Hills Homeowners Association, Inc. is to be given ownership of a well and pressurized irrigation system serving the Property, as well as the property to the north (the "Nelson-Deppco, Inc. Property"), which property is described on Exhibit A, attached hereto, including approximately 66 acres;

WHEREAS, the CC&Rs provide that each building lot owner or parcel owner shall have access to a pressurized irrigation system ("System"), which system is to be transferred to the Sunset Hills Homeowners Association, Inc. ("Association") in accordance with paragraph 7.2 of the CC&Rs;

SUNSET HILLS SUBDIVISION AGREEMENT
RE: IRRIGATION SYSTEM, WELL USE, AND ACCESS - 1

BOI M11030144.2

WHEREAS, Brothers Two is the owner of parcel no. 2, which is the parcel upon which the well for the System is located;

WHEREAS, the location of the Irrigation Easement for delivery and maintenance of the System is described on Exhibit C, attached hereto; and

WHEREAS, the parties desire to enter into this Agreement affecting the ownership, operation, maintenance of the pressurized irrigation System for the benefit of parcel owners and lot owners in Sunset Hills Subdivision, subject only to the option to purchase water belonging to Nelson-Deppe, Inc., as further described below.

WHEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. The Pressurized Irrigation System.

1.1 The Well. The well is located on parcel no. 2, within the non-exclusive irrigation and utility easement. A description to parcel no. 2 is attached hereto as Exhibit B.

1.2 Distribution Lines. The distribution lines from the well to the individual parcels and lots of Sunset Hills Subdivision are located within the non-exclusive irrigation and utility easements located on each of the parcels, including the Irrigation Easement described on Exhibit C, attached hereto. Extensions of the distribution system shall be added to all of the lots within Sunset Hills Subdivision as those lots are developed.

1.3 Distribution to Nelson-Deppe, Inc. The distribution to the Nelson-Deppe property shall run from the well to the boundary of the Nelson-Deppe Property, and maintenance of the distribution system from that point forward shall be the sole responsibility of Nelson-Deppe, Inc.

2. Transfer.

Johnson hereby transfers to Association the ownership of the well and distribution system, including future extensions located within Sunset Hills Subdivision, to the Association.

SUNSET HILLS SUBDIVISION AGREEMENT
RE: IRRIGATION SYSTEM, WELL USE, AND ACCESS - 2

The Association shall retain the right and obligation to maintain and operate the System, including the well and pump, all within the easements granted within Sunset Hills Subdivision for that purpose. The Association shall have the responsibility for providing water to Nelson-Deppe, Inc., in accordance with the terms of the pre-existing option agreement, as hereinafter ratified.

3. Option Agreement.

The Association recognizes and ratifies the existing option of Nelson-Deppe, Inc. to purchase water from the well in the amount as the same relates to the beneficial use of the water for the real property owned by Nelson-Deppe (and described on Exhibit A, attached hereto). Nelson-Deppe, Inc. shall reimburse Association, as assignee of Johnson, the pro rata share of the power costs of operating the System, plus 15%, as reimbursement for water costs based on usage by Nelson-Deppe, Inc. Nelson-Deppe, Inc. shall not participate in the ownership of the well, but shall be responsible for its main line and delivery system of well water in the event Nelson-Deppe, Inc. uses said water. This Option shall not entitle Nelson-Deppe, Inc. to increase its historical use of the well, or to impair the ability of the Association to deliver irrigation water in a reasonable fashion to its members.

4. Rights and Obligations of Association.

4.1 The Association shall establish such rules and regulations as it deems necessary for the operation and maintenance of the System, consistent with the terms of this Agreement.

4.2 Use of the Irrigation System shall be subject to such rules, regulations, laws and ordinances as may be adopted and amended from time to time, by the State of Idaho, federal government, applicable irrigation and/or ditch company, and the Association, governing the use of the Irrigation System.

4.3 Each Owner shall be responsible to ensure that irrigation water within the boundary of such Owner's building lot and/or parcel is not consumed by any person or used for culinary purposes.

4.4 Association may schedule the use of water among its members as part of their rules and regulations. Association may similarly schedule the use of water by Nelson-Deppe, Inc.

4.5 Association has the right to hold and control the Common Area and to levy and increase regular or special assessments relating to the Common Area in accordance with the assessment provisions of the Declarations. This includes assessments for the construction, improvement, protection, maintenance, repair, management and operation of common area, including the Irrigation System.

4.6 Association shall set appropriate fees for the use of water by members of the Association. These fees, in addition to those funds received from Nelson-Deppe, Inc. from the purchase of water, shall be sufficient to pay the anticipated costs of operating the water system in each year. Association may make special assessments to the members, and may restrict the use of water when appropriate.

5. Miscellaneous.

5.1 Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho.

5.2 Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

5.3 Prior Agreements. This document is the entire, final and complete agreement of the parties pertaining to the ownership and maintenance of the distribution system.

SUNSET HILLS SUBDIVISION AGREEMENT

RE: IRRIGATION SYSTEM, WELL USE, AND ACCESS - 4

ROI_MT1330144.2

The option to purchase water by Nelson-Deppe, Inc. is integral to the operation of the irrigation system, and this Agreement is intended to memorialize the common practice that existed between Grantor and Nelson-Deppe, Inc. prior to the transfer of the irrigation system to the Association.

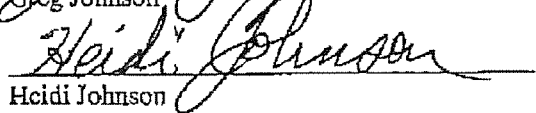
DATED this 16th day of April, 2001.

GRANTOR:

BROTHERS TWO, LLC

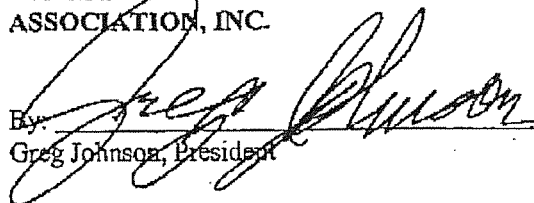

Greg Johnson

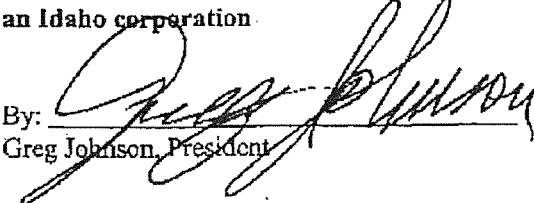
By: 
Rick Thurber, Managing Member


Heidi Johnson

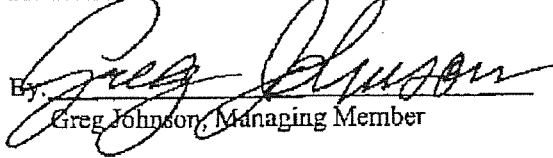
SUNSET HILLS HOMEOWNERS'
ASSOCIATION, INC.

THE WESTPARK COMPANY, INC.
an Idaho corporation

By: 
Greg Johnson, President

By: 
Greg Johnson, President

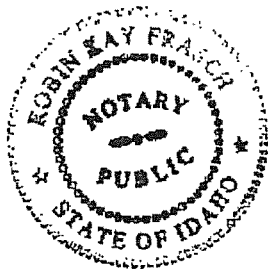
PARKLAND DEVELOPMENT, LLC

By: 
Greg Johnson, Managing Member

STATE OF IDAHO)
) ss.
 County of Ada Canyon)

On this 16 day of April, 2001, before me, a Notary Public in and for said State, personally appeared Greg Johnson and Heidi Johnson, husband and wife, known to me to be the persons who signed the within and foregoing document and acknowledged to me that they executed the same.

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

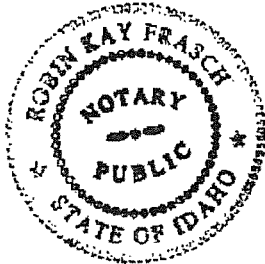


Robin Kay Frasch
 Notary Public for Idaho
 Residing at Boise
 My commission expires: 04-15-2003

STATE OF IDAHO)
) ss.
 County of Ada Canyon)

On this 16 day of April, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Rick Thurber, known or identified to me to be the Managing Member of Brothers Two, 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 company executed the same.

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



Robin Kay Frasch
 Notary Public for Idaho
 Residing at Boise
 My commission expires: 04-15-2003

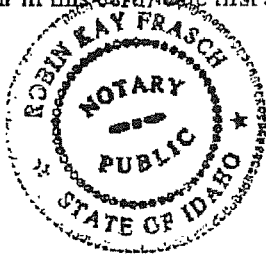
SUNSET HILLS SUBDIVISION AGREEMENT
 RE: IRRIGATION SYSTEM, WELL USE, AND ACCESS - 6

BOI M11330144.7

STATE OF IDAHO)
) ss.
 County of Ada)

On this 16 day of April, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Greg Johnson, known or identified to me to be the President of Sunset Hills Homeowners' Association, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

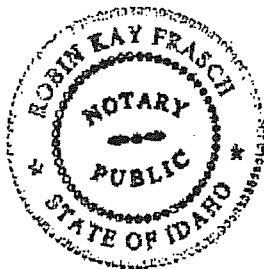


Robin Kay Frasch
 Notary Public for Idaho
 Residing at Buhl
 My commission expires: 04.15.2003

STATE OF IDAHO)
) ss.
 County of Ada)

On this 16 day of April, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Greg Johnson, known or identified to me to be the President of The Westpark Company, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Robin Kay Frasch
 Notary Public for Idaho
 Residing at Buhl
 My commission expires: 04.15.2003

SUNSET HILLS SUBDIVISION AGREEMENT
 RE: IRRIGATION SYSTEM, WELL USE, AND ACCESS - 7

BOI MT1330144.2

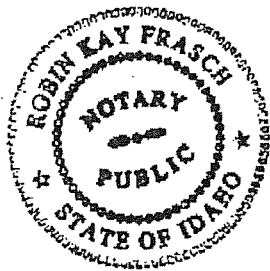
STATE OF IDAHO)

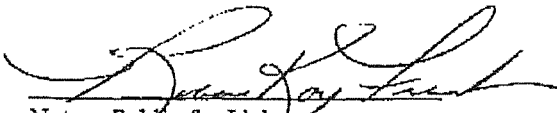
) ss.

County of Ada Canyon)

On this 16 day of April, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Greg Johnson, known or identified to me to be the Managing Member of Parkland Development, 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 company executed the same.

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




Notary Public for Idaho
Residing at Boise
My commission expires: 04-15-03

SUNSET HILLS SUBDIVISION AGREEMENT
RE: IRRIGATION SYSTEM, WELL USE, AND ACCESS - 8

001_MT1:330141.2

EXHIBIT A

Nelson-Deppe, Inc. Property Legal Description

The Northeast Quarter of the Southwest Quarter of Section 34, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, excepting the East 283 feet thereof; and

The Northwest Quarter of the Southwest Quarter of Section 34, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, excepting the West 60 feet thereof, for a total of 66 plus or minus acres.

EXHIBIT B

PROPERTY DESCRIPTION PARCEL 2 LOCATION OF WELL

Earl & Associates, Inc.

Surveyors, Engineers & Planners

Budjola Street
Caldwell, ID 83605(208) 454-0256
(208) 454-0979PROPERTY DESCRIPTION
PARCEL 2

FOR: Greg Johnson
JOB NO.: MR0195
DATE: September 23, 1997

This parcel is a portion of the SW1/4SW1/4 of Section 34, Township 2 North, Range 2 West of the Boise Meridian and is more particularly described as follows:

COMMENCING at the southwest corner of said SW1/4SW1/4;

thence South 89° 25' 39" East along the south boundary of said SW1/4SW1/4 a distance of 60.00 feet;

thence North 0° 45' 22" East parallel with the west boundary of said SW1/4SW1/4 a distance of 660.85 feet;

thence South 89° 25' 33" East a distance of 330.00 feet to the TRUE POINT OF BEGINNING;

thence North 0° 45' 22" East parallel with said west boundary a distance of 660.84 feet to a point on the north boundary of said SW1/4SW1/4;

thence South 89° 25' 28" East along said north boundary a distance of 330.00 feet;

thence South 0° 45' 22" West parallel with said west boundary a distance of 660.83 feet;

thence North 89° 25' 33" West a distance of 330.00 feet to the TRUE POINT OF BEGINNING.

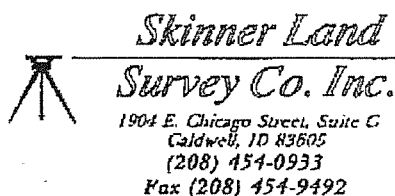
This parcel contains 5.006 acres more or less, and is subject to and includes use of a 30.00 foot wide ingress-egress easement;

Together with a 10.00 foot wide non-exclusive irrigation and utility easement along the easterly, southerly and westerly boundaries, and along the southerly boundary of the 30.00 foot easement, as described, along the northerly boundary.

52189701.L2C

EXHIBIT C

**LOCATION OF
IRRIGATION EASEMENT**



Greg L. Skinner, PLS

December 28, 2000

Description for
Greg Johnson

Irrigation easement

This easement lies in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, Township 2 North, Range 2 West of the Boise Meridian and is more particularly described as follows:

COMMENCING at the northwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$;

thence South $89^{\circ} 25' 28''$ East along the north boundary of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 60.00 feet;

thence South $0^{\circ} 45' 22''$ West parallel with the west boundary of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 30.00 feet to the **TRUE POINT OF BEGINNING**;

thence South $89^{\circ} 25' 28''$ East parallel with the north boundary of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 660.00 feet;

thence North $0^{\circ} 45' 22''$ East a distance of 30.00 feet;

thence South $89^{\circ} 25' 28''$ East a distance of 330.00 feet;

thence South $0^{\circ} 45' 22''$ West a distance of 670.82 feet;

thence North $89^{\circ} 25' 33''$ West a distance of 990.00 feet;

thence North $0^{\circ} 45' 22''$ East a distance of 20.00 feet;

thence South $89^{\circ} 25' 33''$ East a distance of 980.00 feet;

thence North $0^{\circ} 45' 22''$ East a distance of 630.82 feet;

thence North $89^{\circ} 25' 28''$ West a distance of 300.00 feet;

thence South $0^{\circ} 45' 22''$ West a distance of 20.00 feet;

thence North $89^{\circ} 25' 28''$ West a distance of 250.00 feet;

Johnson legal description
Irrigation casement, Page 2 of 2

thence South $0^{\circ} 45' 22''$ West a distance of 20.00 feet;

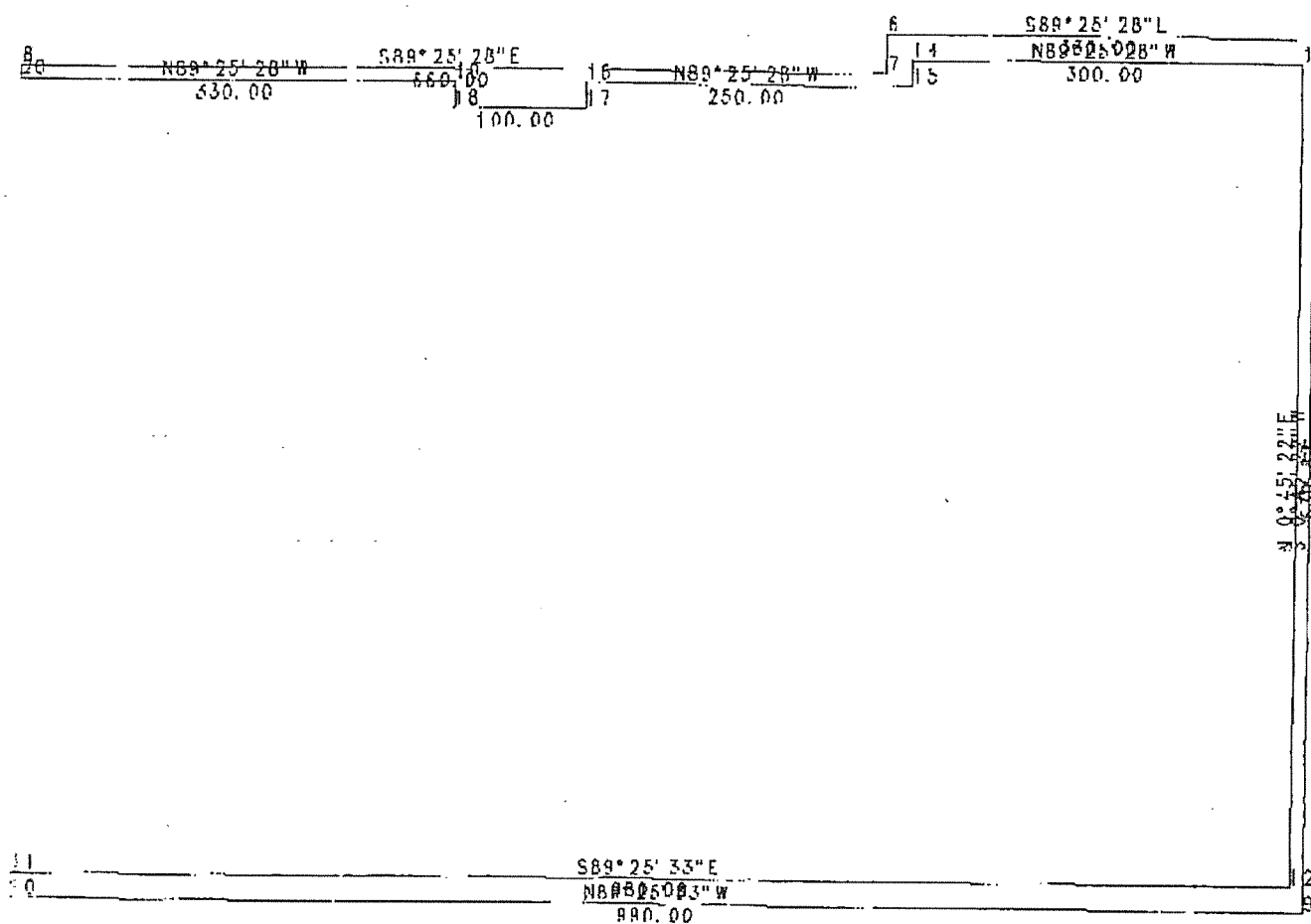
thence North $89^{\circ} 25' 28''$ West a distance of 100.00 feet;

thence North $0^{\circ} 45' 22''$ East a distance of 20.00 feet;

thence North $89^{\circ} 25' 28''$ West a distance of 330.00 feet;

thence North $0^{\circ} 45' 22''$ East a distance of 10.00 feet to the **TRUE POINT OF BEGINNING.**

Greg H. [Signature]
3627
Dec. 28, 2000



10/17/2006

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

RIGHT NUMBER: 63-32502

NAME AND ADDRESS: GREGORY B JOHNSON
2433 CAN-ADA RD
MELBA ID 83641

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.600 CFS
270.00 AFY

Right Nos. 63-32489, 63-32502 and 63-32504 are limited to a total combined diversion rate of 1.2 cfs and to a total combined annual diversion volume of 270 AF.

PRIORITY DATE: 03/10/1959

POINT OF DIVERSION:
T02N R02W S34 SESW Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.600 CFS 270.00 AFY
PLACE OF USE: <u>IRRIGATION Within CANYON County</u>		
T02N R02W S34	SWSW 35.00	T02N R02W S34 SESW 25.00
60 ACRES TOTAL		

Right Nos. 63-32489, 63-32502 and 63-32504 are limited to the irrigation of a combined total of 60 acres in a single irrigation season.

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

This right is a split from former right 63-3149A.

Association provides water usage for homeowners irrigation.

Use of this right is combined with water from Boise-Kuna Irrigation District.



Idaho Department of Water Resources

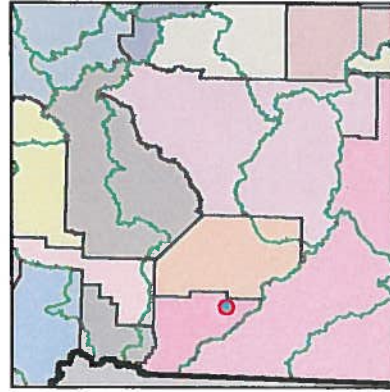
SRBA Recommendation:

63-32502

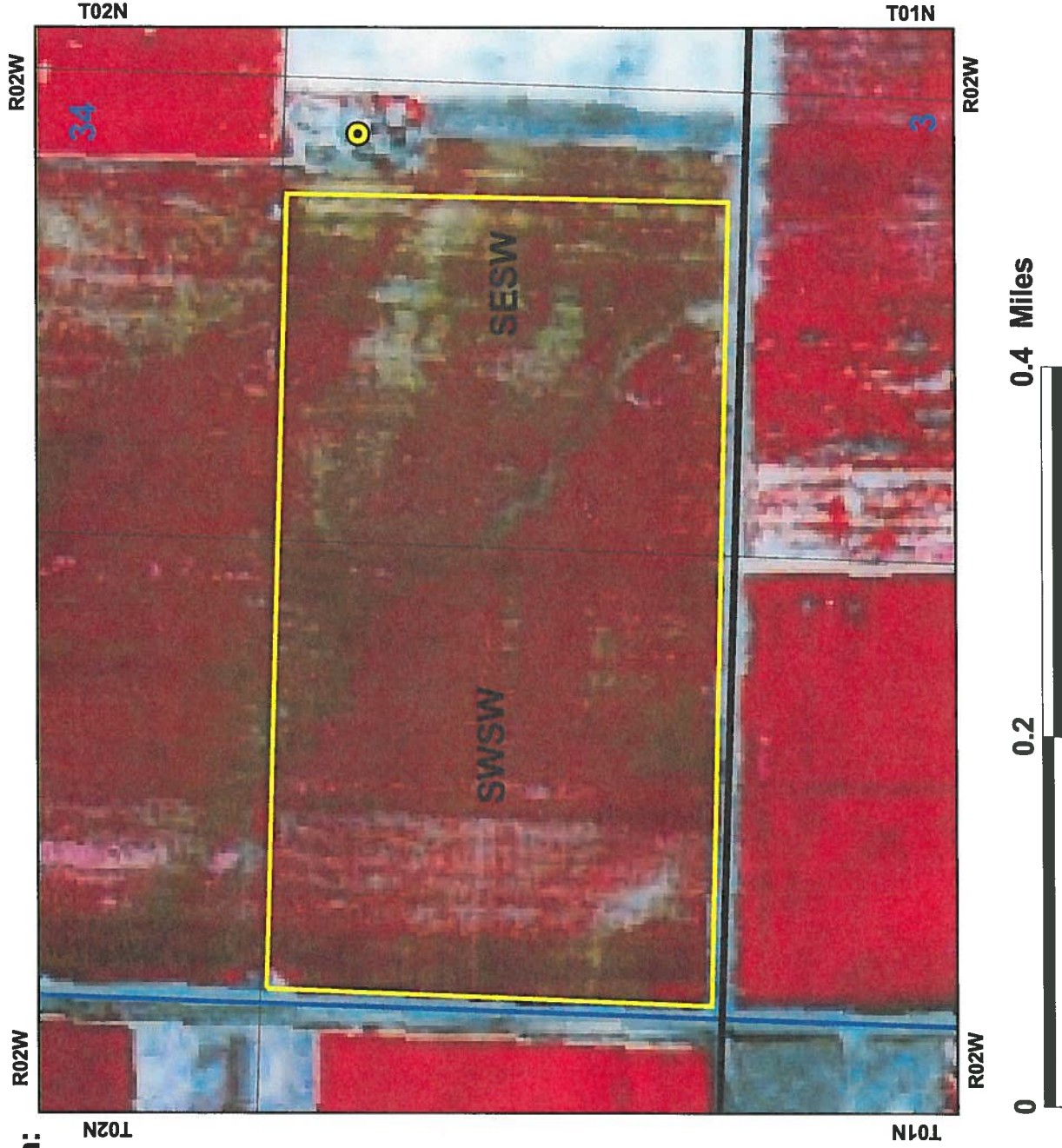
(Irrigation)

Legend

- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Canyon County
IDWR Basin 63



Prepared by M. Ciscell
On Tuesday, October 17, 2006
1987/88 Aerial Photography