

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: A37-00153B

Date Received: 12/13/1988

Receipt No: X777777

Received By: *ownership change*

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CHRISTOPHER SINGLETON 208-622-7948
Address: PO BOX 2803
SUN VALLEY ID 83353

AND/OR

Name: DANA SINGLETON 208-622-7948
Address: PO BOX 2803
SUN VALLEY ID 83353

2. Date of Priority: SEP 1, 1885

3. Source: GREENHORN CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	18E	18	NE	SE	NW		BLAINE

5. Description of diverting works:
PUMP IN CREEK TO MAINLINE TO SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.170		

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

8. Total consumptive use is 6.3 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	18E	18	SE	NW		IRR	2.5

10. Place of Use: Continued

Section Acres 2.5

Total Acres 2.5

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
NONE

14. Remarks:

PURSUANT TO APPROVED TRANSFER NO. 3991:

1. THE CHANGE AUTHORIZED BY THIS TRANSFER SHALL BE ACCOMPLISHED WITHIN ONE (1) YEAR OF THE DATE OF THIS APPROVAL.
2. FAILURE TO COMPLY WITH THE CONDITIONS OF THIS TRANSFER IS CAUSE FOR THE DIRECTOR TO ISSUE AN ORDER TO SHOW CAUSE WHY THE APPROVAL OF THE TRANSFER SHOULD NOT BE RESCINDED.
3. APPROVAL OF THIS TRANSFER DOES NOT PRECLUDE THE OPPORTUNITY FOR REVIEW OF THE VALIDITY OF THE WATER RIGHT(S) IN THE ONGOING SRBA.
4. USE OF WATER UNDER THIS WATER RIGHT WILL BE REGULATED BY THE WATERMASTER OF STATE WATER DISTRICT NO. 37.
5. A MEASURING DEVICE AND LOCKABLE CONTROLLING WORKS OF A TYPE APPROVED BY IDWR SHALL BE MAINTAINED ON THE DIVERTING WORKS IN A MANNER THAT WILL PROVIDE THE WATERMASTER SUITABLE CONTROL OF THE DIVERSION.
6. THIS RIGHT WHEN COMBINED WITH ALL OTHER RIGHTS SHALL PROVIDE NO MORE THAN 0.02 CFS PER ACRE NOR MORE THAN 3.5 AFA PER ACRE FOR THE LANDS ABOVE.

P/U IS LOT 7, GREENHORN BENCH SUBDIVISION

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

Decree Plaintiff

vs

Decree Defendant

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED
SEP 07 1993
Hogue, Speck & Aarnestad

DATE OF CLOSING: Apr. 5, 1993

LEGAL DESCRIPTION OF PROPERTY: Township 3N Range 18E
Section 18, NE 1/4 of SE 1/4 of NW 1/4 Govt. Lot , B.M.
Lot 7, Block , Subdivision/Townsite Greenhorn Bench
If you have additional legal descriptions, please attach separate sheet.

RECEIVED

[] 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) SEP 13 1993
[] Water Right Number(s) Assigned by IDWR: A37-00153B Department of Water Resources
Southern Region Office

[] Name and Address of Former Owner/Claimant(s)(Seller): Earl Engelmann
Post Office Box 781
Ketchum, Idaho 83340
[] New Owner/Claimant (Purchaser): Christopher and/or Dana Singleton
[] New Mailing Address: Post Office Box 2803
Sun Valley, Idaho 83353

[] New Telephone Number: (208) 622 - 7948
[] Does the change in ownership result in a splitting of the water right owned/claimed? X yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
0.17 cfs used to irrigate 2.5 acres in the SE 1/4, NW 1/4, Sec. 18,
T.3N, R.18E, B.M., Blaine County, Idaho

[] Attach proof of ownership, describe proof attached: Warranty Deed
(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) *Christopher & Dana Singleton* Date 8/24/93
Dana L. Singleton Date 8-24-93
[] Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 11/24/93 By: *[Signature]*

Further Action Needed

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

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

MICROFILMED

OCT 24 1994



Order No. 19934693
This form furnished by
Blaine County Title Associates

BLAINE COUNTY TITLE

APR 17 5 P 2:26

351489

Mary
GREEN, CLERK
FEE \$3.00

CORPORATION WARRANTY DEED

NITCO, INC.,
organized and existing under the laws of the State of IDAHO
3176, KETCHUM, ID 83340

, a corporation
with its principal office at P.O. BOX

grantor, hereby CONVEYS or GRANTS and WARRANTS TO CHRISTOPHER B. SINGLETON AND
DANA S. SINGLETON, HUSBAND AND WIFE,

grantee

whose current address is: P.O. BOX 2801, SUN VALLEY, ID 83353

the following described premises, to-wit:
Lot 7 in GREENHORN BENCH PHASE II, according to the official plat thereof,
recorded as Instrument No. 302602, records of Blaine County, Idaho.

TOGETHER with any and all water rights appurtenant thereto, including, but
not limited to, 0.17 cfs of water right no. 37-00153 for the diversion of
water from Greenhorn Creek with a priority date of September 1, 1883, and
the irrigation of 2.5 acres.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns
forever. And the said Grantor does hereby covenant in and with the said Grantee, that it is the owner in fee simple of said
premises; that said premises are free from all incumbrances
and that it will warrant and defend the same from all lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized
under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a
quorum.

In witness whereof, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized
officers this 31st day of March, 1993 A.D.

NITCO, INC.,

(Corporate Seal)

(Corporate Name)

By

President

Attest

Secretary

State of IDAHO

County of BLAINE

On this 5th day of April, 1993, before me, the
undersigned, a Notary Public, in and for said State, personally appeared SCOTT E. MARY

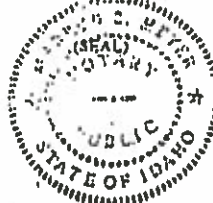
known to me, or identified to me on the basis of satisfactory
evidence, to be the SECRETARY
of the corporation that executed the instrument and that the foregoing instrument was signed on behalf of said corporation
by authority of a resolution of its board of directors and acknowledged to me that such corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

Residing at: KETCHUM, ID

Commission Expires: 12/03/97



MICROFILMED

OCT 24 1994



Order No. 19934693
This form furnished by
Blaine County Title Associates

WARRANTY DEED

For Value Received **EARL ENGELMANN, AN UNMARRIED MAN,**

the Grantor hereby grants, bargains, sells, conveys and warrants unto **NITCO, INC.,**

the Grantee whose current address is: **P.O. BOX 3176, KETCHUM, ID 83340**

the following described premises, to-wit:

Lot 7 in GREENBORN DENCE PHASE II, according to the official plat thereof, recorded as Instrument No. 302602, records of Blaine County, Idaho.

TOGETHER with any and all water rights appurtenant thereto, including, but not limited to, 0.17 cfs of water right no. 37-00153 for the diversion of water from Greenborn Creek with a priority date of September 1, 1885, and the irrigation of 2.5 acres.

BLAINE CO. REQUEST
OF BLAINE COUNTY TITLE

1993 APR -5 P 2:26

351488

MARY GREEN, CLERK
FEES \$ 3⁰⁰

Deed

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their 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 incumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: March 11, 1993

[Signature]
EARL ENGELMANN

State of IDAHO

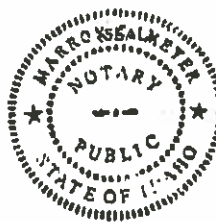
County of BLAINE

On this 5th day of April, 1993, before me, the undersigned, a Notary Public, in and for said State, personally appeared EARL ENGELMANN

known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]
Notary Public
Residing at: KETCHUM, ID
Commission Expires: 12/03/97



MICRO FILMED
OCT 4 1994

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: A37-00153B
Date Received: 12/13/1988
Receipt No: X777777
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: EARL ENGELMANN 208-726-9742
Address: PO BOX 781
KETCHUM ID 83340

2. Date of Priority: SEP 1, 1885

3. Source: GREENHORN CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	18E	18	NE	SE	NW		BLAINE

5. Description of diverting works:
PUMP IN CREEK TO MAINLINE TO SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.170		

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

8. Total consumptive use is 6.3 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	18E	18	SE	NW		IRR	2.5
Section Acres							2.5
Total Acres							2.5

MICROFILMED

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
NONE

14. Remarks:

PURSUANT TO APPROVED TRANSFER NO. 3991:

1. THE CHANGE AUTHORIZED BY THIS TRANSFER SHALL BE ACCOMPLISHED WITHIN ONE (1) YEAR OF THE DATE OF THIS APPROVAL.
2. FAILURE TO COMPLY WITH THE CONDITIONS OF THIS TRANSFER IS CAUSE FOR THE DIRECTOR TO ISSUE AN ORDER TO SHOW CAUSE WHY THE APPROVAL OF THE TRANSFER SHOULD NOT BE RESCINDED.
3. APPROVAL OF THIS TRANSFER DOES NOT PRECLUDE THE OPPORTUNITY FOR REVIEW OF THE VALIDITY OF THE WATER RIGHT(S) IN THE ONGOING SRBA.
4. USE OF WATER UNDER THIS WATER RIGHT WILL BE REGULATED BY THE WATERMASTER OF STATE WATER DISTRICT NO. 37.
5. A MEASURING DEVICE AND LOCKABLE CONTROLLING WORKS OF A TYPE APPROVED BY IDWR SHALL BE MAINTAINED ON THE DIVERTING WORKS IN A MANNER THAT WILL PROVIDE THE WATERMASTER SUITABLE CONTROL OF THE DIVERSION.
6. THIS RIGHT WHEN COMBINED WITH ALL OTHER RIGHTS SHALL PROVIDE NO MORE THAN 0.02 CFS PER ACRE NOR MORE THAN 3.5 AFA PER ACRE FOR THE LANDS ABOVE.

P/U IS LOT 7, GREENHORN BENCH SUBDIVISION

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

Decree Plaintiff

vs Decree Defendant

16. Signature(s)

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

Number of attachments: _____

MICROFILMED

OCT 24 1994

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____
My Commission Expires _____

MICROFILMED
OCT 24 1994

Department of Water Resources
Adjudication Bureau
P. O. Box 83720
Tucson, AZ 85720-0098

ADDRESS SERVICE
REQUESTED

 **ATTEMPTED,
NOT KNOWN**

FIRST CLASS



UNITED STATES POSTAGE
\$ 00.87
02 1A
0004389393 NOV 24 2007
MAILED FROM ZIP CODE 837

RECEIVED
JAN 10 2007
DEPARTMENT OF
WATER RESOURCES

Barg 37-15312

CHRISTOPHER SINGLETON

DANA SINGLETON
PO BOX 2803
SUN VALLEY ID 83358

12/15/2006

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

RIGHT NUMBER: 37-153B

NAME AND ADDRESS: CHRISTOPHER SINGLETON
PO BOX 2803
SUN VALLEY ID 83353

DANA SINGLETON
PO BOX 2803
SUN VALLEY ID 83353

SOURCE: GREENHORN CREEK

TRIBUTARY: BIG WOOD RIVER

QUANTITY: 0.170 CFS

This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre for irrigation of the lands above.

PRIORITY DATE: 09/01/1885

POINT OF DIVERSION:

T03N R18E S18 NESENW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 11/01

0.170 CFS

PLACE OF USE: IRRIGATION in BLAINE County

T03N R18E S18 SENW 2.50

2.5 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.

Use of water under this water right will be regulated by the watermaster of State Water District No. 37.



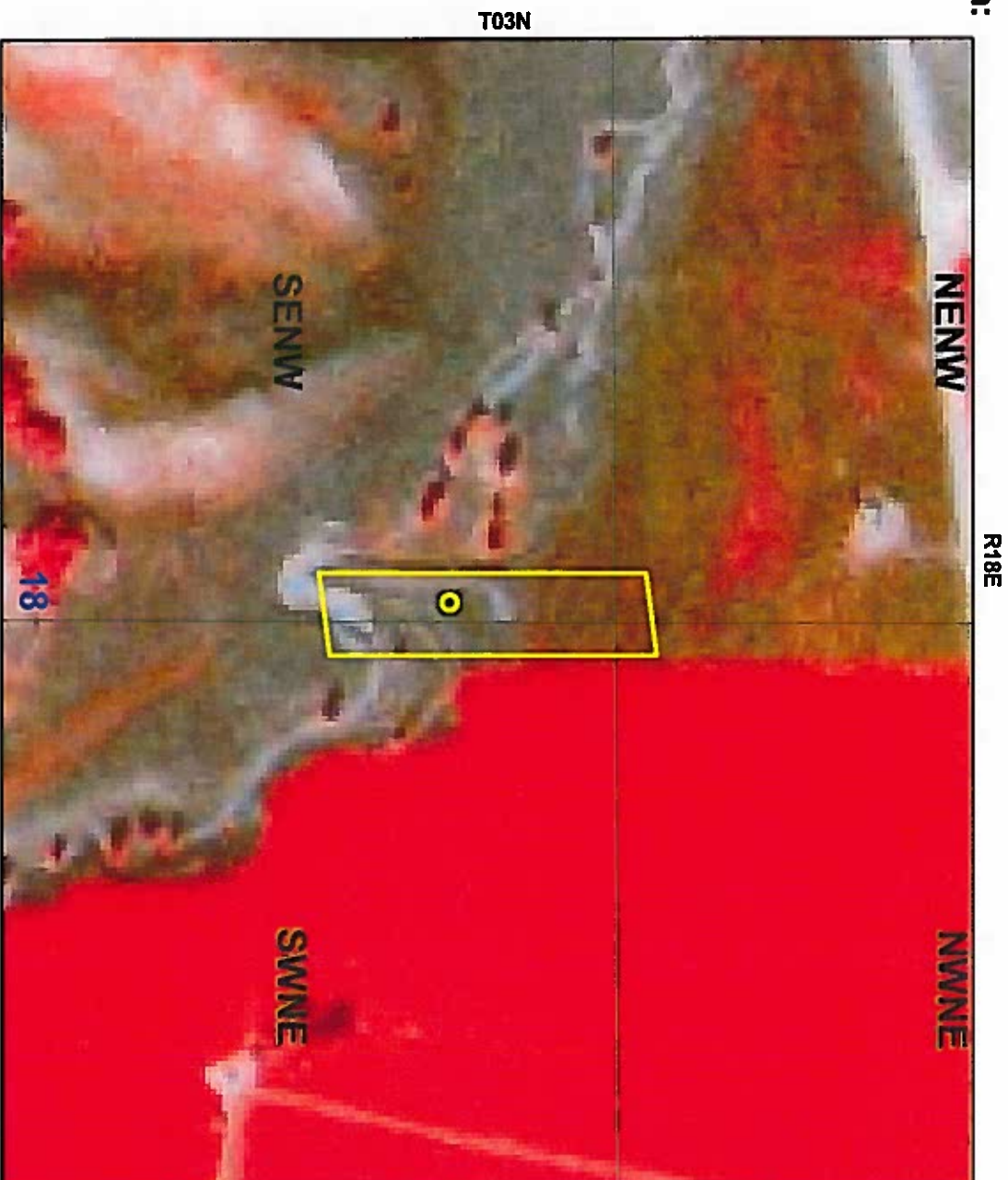
Idaho Department of Water Resources

SRBA Recommendation:

37-153B
(Irrigation)

Legend

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



Prepared by A. Warnijes
On Friday, December 15, 2006
1987/88 Aerial Photography



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

24-Nov-1993

JAMES P SPECK
HOGUE SPECK & AANESTAD
PO BOX 987
KETCHUM ID 83340-0987

RE: CHANGE OF OWNERSHIP/ ADJUDICATION CLAIM NO. A37-00153B
ENGELMANN/SINGLETON

MR. SPECK:

PURSUANT TO THE NOTIFICATION THAT YOU ARE REPRESENTING THE CLAIMANT(S)
ON THE ABOVE REFERENCED ADJUDICATION CLAIM(S), PLEASE FIND ENCLOSED
THE COMPUTER GENERATED CLAIM(S) BASED ON THE INFORMATION FROM THE
ORIGINAL CLAIM AND THE CHANGE OF OWNERSHIP FORM.

PLEASE REVIEW THESE RECORDS AND IF YOU HAVE ANY CORRECTIONS OR ANY
QUESTIONS, FEEL FREE TO CONTACT THIS OFFICE.

SINCERELY,

A handwritten signature in cursive script, appearing to read 'Jeanie', written over the typed name and title.

JEANIE ROBERTSON
RECORDS CLERK

/jr
Enclosures

MICROFILMED
OCT 24 1994

Water Right Number - R37-00153B Prefix Translation: RESEARCH Old (D) Number -
+ - - - - Last Name - - - - + + - First Name - - - + + - - - - Address - - - - - +

*** C - CURRENT OWNER ***
SINGLETON

CHRISTOPHER

1 - PO BOX 2803
2 -
3 -
City- SUN VALLEY
Phone - 208-622-7948
1 - PO BOX 2803
2 -
3 -

State- ID Zip- 83353

SINGLETON

DANA

City- SUN VALLEY
Phone - 208-622-7948

State- ID Zip- 83353

*** D - ORIGINAL OWNER ***
ENGELMANN

EARL

1 - PO BOX 781
2 -
3 -
City- KETCHUM
Phone - 208-726-9742

State- ID Zip- 83340

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
09/01/1985 ERROR IN REGION D - DECREE

+ - - Source - - - - - + + - - Tributary - - - - - +
GREENHORN CREEK BIG WOOD RIVER

+ - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot Rflg County

03N 18E 18 NE SE NW (13) BLAINE

+ - - Description Period From Water Use Diversion Rate Diversion Volume
Code Period To

01 - IRRIGATION

11/01

0.170

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
0.170

+ - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County

03N 18E 18 SE NW 2.5 01 IRRIGATION (13) BLAINE

Total Acres: 2.5

+ - - Diversion Means - PUMP IN CREEK TO MAINLINE TO SPRINKLERS

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - NONE

MICROFILMED
OCT 24 1994

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	- 12/13/1988	Last Amended Date	- 11/03/1993	Temporary Right	- P
		Receipt Number	- X77777	Water District	-
		POJ Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- AND/OR	Presumption Flag	-
				Notice of Error Flag	-

MICROFILMED
OCT 24 1994

HOGUE, SPECK & AANESTAD
A PROFESSIONAL ASSOCIATION
ATTORNEYS
120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340

MICROFILMED
OCT 24 1994

ALLEN MERPITT
STATE OF IDAHO DEPARTMENT
OF WATER RESOURCES
SOUTHERN REGION
222 SHOSHONE ST E
TWIN FALLS ID 83301



RECEIVED

NOV 05 1993

HOGUE, SPECK & AANESTAD

A PROFESSIONAL ASSOCIATION
ATTORNEYS

120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340
(208) 726-4421
FAX (208) 726-0752

November 8, 1993

TERRY G. HOGUE
JAMES P. SPECK
DOUGLAS J. AANESTAD
J. STEPHEN CRABTREE
TRACY DUNLAP
JOHN A. SEILLER

Department of Water Resources
Southern Region Office

HAILEY OFFICE:
16 WEST CROY STREET
SUITE K
POST OFFICE BOX 460
HAILEY, IDAHO 83333
(208) 788-3567
FAX (208) 788-4230

RECEIVED

NOV 08 1993

Department of Water Resources
Southern Region Office

Allen Merritt
State of Idaho
Department of Water Resources
Southern Region
222 Shoshone Street East
Twin Falls, Idaho 83301

Re: Christopher and/or Dana Singleton
Claim No. A37-00153B

Dear Alan:

Earl Engelmann delivered to my office a copy of the Amended Notice of Claim No. A37-00153B which was changed in accordance with Approved Transfer No. 3991. However, Mr. Engelmann is still identified as the Claimant. On September 10, 1993, I sent you a Notice of Change of Ownership for this water right since the property has been sold to Mr. and Mrs. Christopher Singleton. Would you please make that change in the computer database and send me an updated computer printout.

Thank you.

Sincerely yours,

HOGUE, SPECK & AANESTAD


James P. Speck

JPS/vl

Enclosures

cc: Christopher and Dana Singleton (with enclosures)
Mr. Earl Engelmann (with enclosure)

MICROFILMED

OCT 24 1994

HOGUE, SPECK & AANESTAD
A PROFESSIONAL ASSOCIATION
ATTORNEYS

TERRY G. HOGUE
JAMES P. SPECK
DOUGLAS J. AANESTAD
J. STEPHEN CRABTREE
TRACY DUNLAP
JOHN A. SEILLER

120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340
(208) 726-4421
FAX (208) 726-0752

September 10, 1993

RECEIVED
SEP 13 1993
Department of Water Resources
Southern Region Office

HAILEY OFFICE:
16 WEST CROY STREET
SUITE K
POST OFFICE BOX 460
HAILEY, IDAHO 83333
(208) 788-3367
FAX (208) 788-4230

Mr. Alan Merritt
State of Idaho
Department of Water Resources
Southern Region
222 Shoshone Street
Twin Falls, Idaho 83301

Re: Christopher and/or Dana Singleton
Claim No. A37-00153B

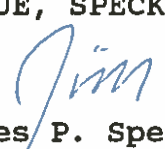
Dear Alan:

Enclosed you will find a copy of a Notice of Change of Water Right Ownership for a portion of the above-referenced claim acquired by Christopher and/or Dan Singleton from Earl Englemann in April, 1993. Also attached are copies of the Warranty Deeds tracing title to the property and water rights from Mr. Englemann to the Singletons. Please send to me at your earliest convenience a copy of the computer printout reflecting the change in ownership and split in the claim. You can call me if you have any questions.

Thank you.

Sincerely yours,

HOGUE, SPECK & AANESTAD


James P. Speck

JPS/vl

Enclosures

cc: Mr. and Mrs. Singleton (with enclosures)
Mr. Earl Englemann (with enclosures)

MICROFILMED
OCT 24 1994

STATE

(Enter=Continue)

(GOLD7=This Query)

(Menu)

MICROFILMED
OCT 24 1994

SD-0604-2 Township: 03N Range: 18E Section: 18 Tract: Lot:

S	L	STATE	O	S	Max # Records	79				
E	O	Water	Name	W	T	Priority	Use			
L	Tract	T	Right No.	Last, First	N	AC	G	Date	Code	Desc
---	---	---	---	---	---	---	---	---	---	---
---	NENW		A37-14257	RINKER CO.	C	12	J	05/01/1961	01	IRR
---	NENW		A37-14258	RINKER CO.	C	12	J	05/01/1986	01	IRR
---	NENW		A37-02632	GLENN B. GOULD FAMILY	O	12	L	03/29/1960	01	IRR
---				RINKER CO.	C				43	DOMEST
---	NWNW		A37-07935	SMOKY MOUNTAIN ASSOCIA	O		L	11/16/1981	43	DOMEST
---				GREENHORN OWNERS ASOCI	C					
---				SPECK, JAMES P.	A					
---	SWNW		A37-07935	SMOKY MOUNTAIN ASSOCIA	O		L	11/16/1981	43	DOMEST
---				GREENHORN OWNERS ASOCI	C					
---				SPECK, JAMES P.	A					
---	SENW		A37-00153D	FOSTVEDT, KARSTEN A	C	5	D	09/01/1885	01	IRR
---				FOSTVEDT, TERI	C					
---	SENW		A37-02644B	ENGELMANN, EARL	C	2	L	11/16/1989	01	IRR
---				DEVANEY, CLIFF M.	O					
---	SENW		A37-00153B	ENGELMANN, EARL	C	2	D	09/01/1885	01	IRR
---	NESE		A37-00154	GLENN B. GOULD FAMILY	C	16	D	12/13/1887	01	IRR

(Enter=Continue)

(GOLD7=This Query)

(Menu _____)

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OCT 24 1994



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

03-Nov-1993

EARL ENGELMANN
PETER DE LISSER
MELISSA DE LISSER
PO BOX 781
KETCHUM ID 83340

RE: Amendment of SRBA Claim #A37-00153B & A37-00153C

Dear Claimant:

Pursuant to the approval of Transfer No. 3991, your above referenced Notice of Claim in the Snake River Basin Adjudication (Part B) has been amended to conform with the transfer. Please find enclosed a printout of the way the claim record has been modified. In addition, the original Part B with all three of your names on it has been changed to Part C, as a result of the splits caused by Transfers 3991 & 4000. Please look the modified record over carefully to be sure it correctly reflects your intended change. If you have questions please feel free to contact this office.

Sincerely,

Jeanie Robertson
Records Clerk

Encl:

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OCT 24 1994

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
WATER RIGHT NO. 37-00153B

Trans. #3991

This is to certify that: **EARL ENGELMANN**
PO BOX 781
KETCHUM ID 83340-0781

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

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 - 11/01	0.17 CFS	
	Total	0.17 CFS	

Priority: 09/01/1885

Source: GREENHORN CREEK tributary to: BIG WOOD RIVER

LOCATION OF POINT(S) OF DIVERSION:

NESENW, Section 18, Township 03N, Range 18E, BLAINE County

PLACE OF USE: IRRIGATION

TWN	RGE	SEC	ACRES
03N	18E	18	SENW 2.5

CONDITIONS/REMARKS:

1. The change authorized by this transfer shall be accomplished within one (1) year of the date of this approval.
2. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.
3. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
4. Use of water under this water right will be regulated by the watermaster of State Water District No. 37.
5. A measuring device and lockable controlling works of a type approved by this Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
6. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre for the lands above.

Dated this 30th day of March, 1993.

J. Glen Saylor
Chief, Water Allocation Bureau

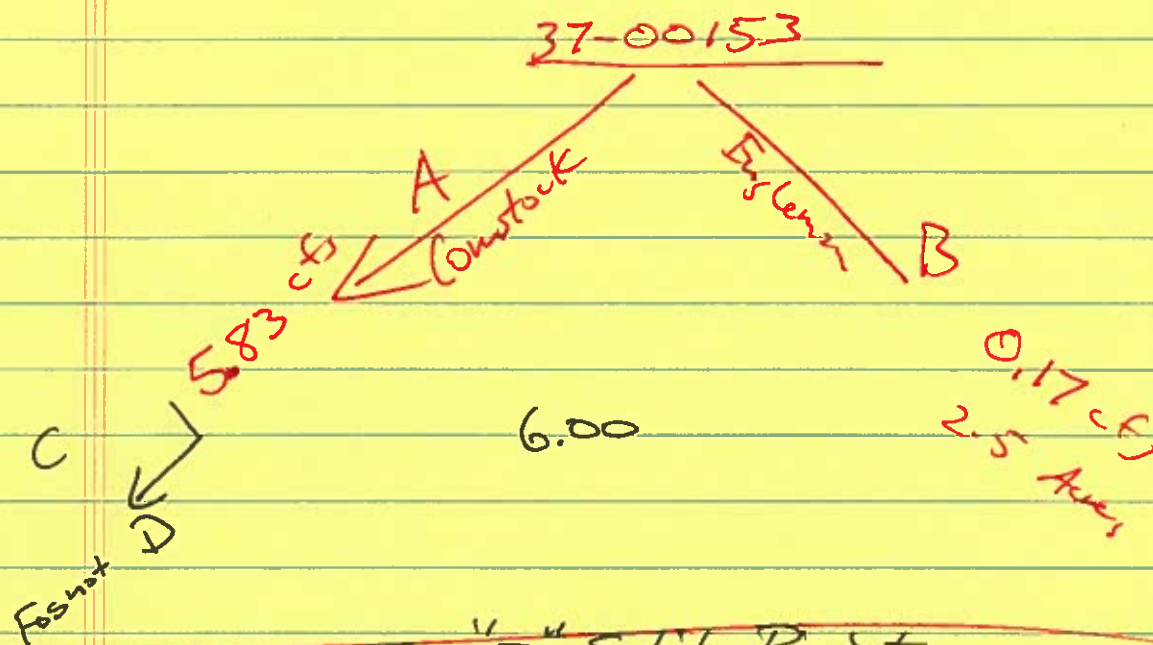
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MAY 14 1993

Department of Water Resources
Southern Region Office

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~~2.~~
WR



A37-00153 "Z" Split Right

A Remembered	<u>A37-00153</u>	Gould Family Part.	4.74
	A37-00153 B	Englemann / DeLisser	1.26
		— Split	<u>6.00</u>

A37—	B	B Englemann — 0.17	Lot 7	2.5 Ac
	C	C Englemann / DeLisser	0.76	13.5 Ac
	D	D Fosted +	5 Ac — 0.33	Lot 5

2.5 x Acres = C.U.

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A37-00153B

AJ3
copy

→ C
→ D

AJ2 Modify B
C
D

A37-00153

Copy
AT3

→ A

AJ2 "Z" 00153
~~copy~~

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Page 1 of 8STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 3991

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

NOV 18 1991

Department of Water Resources

Name of applicant EARL ENGELMANNPhone 726-9742 Boise Region OfficePost Office address POST OFFICE BOX 781, KETCHUM, IDAHO 83340

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes APPLICANT DESIRES TO MOVE THE POINT OF DIVERSION AND PLACE OF USE TO HIS LOT 7, GREENHORN BENCH SUBDIVISION

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

- | 1. Right Number | Priority | Amount (cfs/ac-ft) | Nature of Use | Period of Use |
|------------------------------|-----------------|--------------------|-------------------|-------------------------------------|
| <u>37-00153 ^B</u> | <u>9/1/1885</u> | <u>0.17 cfs</u> | <u>IRRIGATION</u> | <u>APRIL 1</u> to <u>NOVEMBER 1</u> |
| _____ | _____ | _____ | _____ | _____ to _____ |
| _____ | _____ | _____ | _____ | _____ to _____ |
| _____ | _____ | _____ | _____ | _____ to _____ |
2. Total amount of water being transferred 0.17 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water GREENHORN CREEK tributary to BIG WOOD RIVER
4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	NE	SE	NW	18	3N	18E	BLAINE	

5. 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	
3N	18E	18								2.5									2.5

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PART 1

6. General Information:

a. Description of diversion system PUMP AND CREEK TO MAINLINE TO SPRINKLER IRRIGATION SYSTEM

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

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

THE CHANGE OF PLACE OF USE IS MAINLY TO CONFIRM THE LOCATION OF ACRES TO BE
IRRIGATED WITH THE PORTION OF THE WATER RIGHT ACQUIRED BY APPLICANT

d. Remarks:

SEE ATTACHED ADDENDUM

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

Witness my hand this _____ day of _____, 19 _____

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

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 37-00153 Decreed to M. A. COMSTOCK
in case of S.C. FROST, ET. AL, vs. ALTURUS WATER COMPANY, ET. AL,
dated DECEMBER 13, 1909 in 4th DISTRICT COURT county of LINCOLN
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

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

☐ Tax Notice ☒ Warranty Deed ☐ Other _____

3. Source of water GREENHORN CREEK tributary to BIG WOOD RIVER

4. Date or priority 9/1/1885

5. Water is used for the following purpose:

amount 6.0 cfs for IRRIGATION purposes from APRIL 1 to NOVEMBER 1
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 6.0 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion: NONE IDENTIFIED IN DECREE

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
3N	18E	7	X				X				X			X	X	X	X	X	
3N	18E	17						X											
3N	18E	18	X				X			X	X				X				

Total acres _____

9. Describe any other water rights used for the same purpose as described above NONE

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

_____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

1. amount .17 for IRRIGATION purposes from APRIL 1 to NOVEMBER 1
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion: NONE IDENTIFIED IN DECREE

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. 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	
3N	18E	18								2.5									2.5

Total acres 2.5

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

1. amount 5.83 cfs for IRRIGATION purposes from APRIL 1 to NOVEMBER 1
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion: NONE IDENTIFIED IN DECREE

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. 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	
3N	18E	7	X				X				X			X	X	X	X	X	
3N	18E	17						X											
3N	18E	18	X				X			X	X				X				

Total acres _____

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

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

a. Decree No. _____ Decreed to _____

in case of _____ vs. _____

dated _____ in _____ county of _____

b. License No. _____ issued by the Idaho Department of Water Resources.

c. Claim No. A37-0G153B on file with the Idaho Department of Water Resources.

d. Transfer No. _____ which produced this right.

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

☐ Tax Notice

☒ Warranty Deed

☐ Other _____

3. Source of water GREENHORN CREEK tributary to BIG WOOD RIVER

4. Date or priority 9/1/1885

5. Water is used for the following purpose:

amount 1.26 cfs for IRRIGATION purposes from APRIL 1 to NOVEMBER 1
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

6. Total amount of water under right 1.26 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	NE	SW	NW	18	3N	18E	BLAINE	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
3N	18E	18					18			3									21

Total acres 21

9. Describe any other water rights used for the same purpose as described above NONE

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

_____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

1. amount 0.17 for IRRIGATION purposes from APRIL 1 to NOVEMBER 1
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion: NONE IDENTIFIED IN DECREE

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. 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	
3N	18E	18								2.5									2.5

Total acres 2.5

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

1. amount 1.09 for IRRIGATION purposes from APRIL 1 to NOVEMBER 1
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	NE	SW	NW	18	3N	18E	BLAINE	

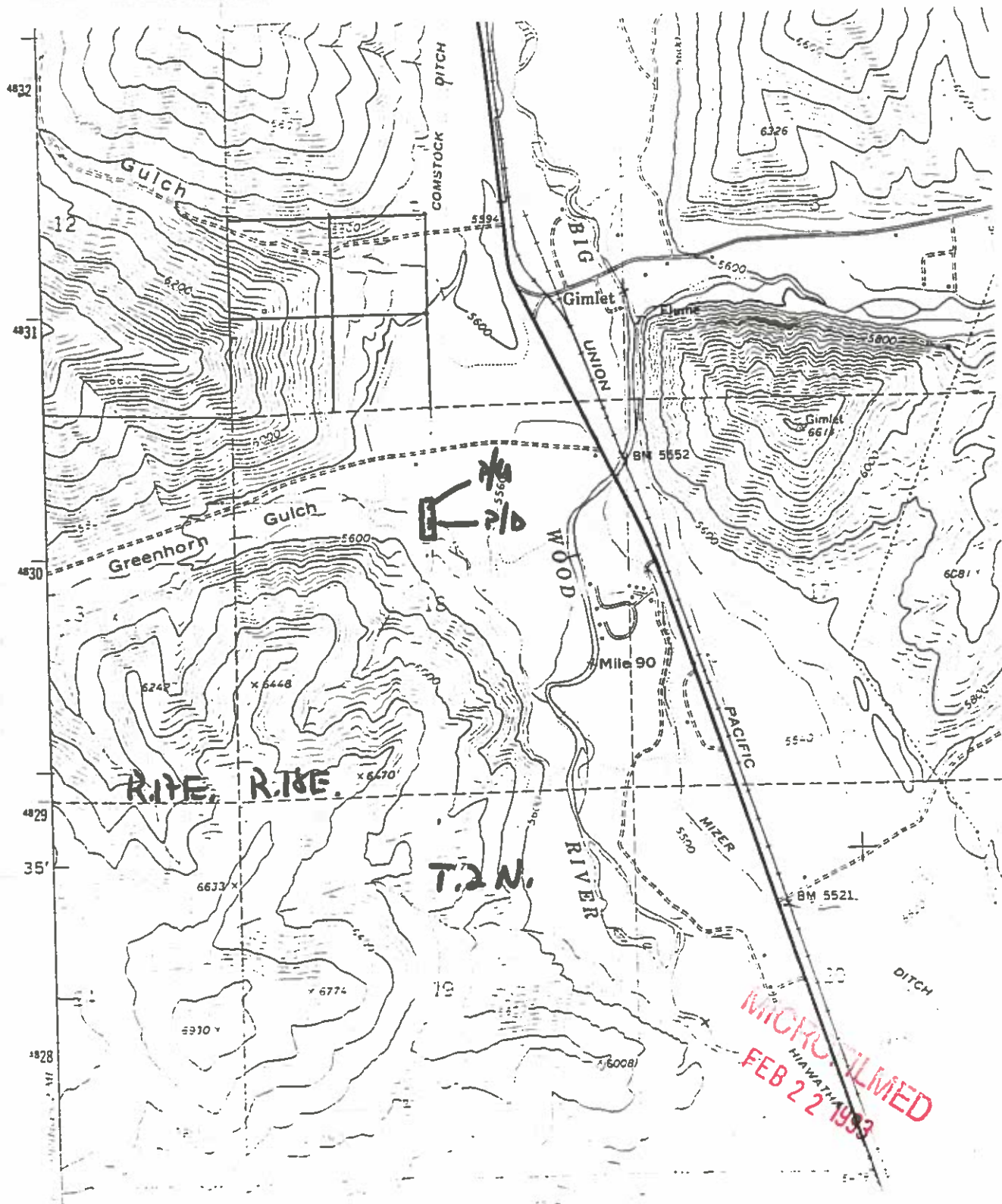
3. Lands irrigated or place of use:

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	
3N	18E	18					16												16

Total acres 16

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

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



PART 3**B. CHANGES IN NATURE OF USE**

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

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

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

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

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

Ford Evangelism by James N. Smith, his attorney
 (Signature of Applicant) *on file*

Subscribed and sworn to before me this 14th day of November, 19 91.

Deborah H. Kirby
 (Notary Public)

My commission expires Life

FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 3 attachments

Received by JK Date 11-13-91 Protest filed by _____

Prelim. check by JF Stanton Fee \$30.00 5014297

Receipted by JF Stanton Date 2-24-92

Published in Wood River Journal Copies of protest forwarded by _____

Pub. dates 9/16 + 9/23/92 Hearing held by _____ Date _____

Watermaster recommendation requested on 9/1/92 Recommended for ☐ approval ☐ denial

_____ rec'd. 9/12/92 by _____

Copy of transfer sent to lien holder _____

**SPECIAL POWER OF ATTORNEY
(WATER RIGHTS)**

I, EARL ENGELMANN, designate and appoint JAMES P. SPECK, of Blaine County, Idaho, as my attorney in fact and agent (subsequently called "Agent") to act in my name and for my benefit for the specific purposes stated herein only. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present and fully competent, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this Special Power of Attorney and the powers herein granted.

1. SPECIFIC GRANT OF POWER. My agent shall have power to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, RELATING ONLY TO the preparation and filing of claims for water rights in Twin Falls County District Court Civil No. 39576, In Re the General Adjudication of Rights to the Use of Water from the Snake River Basin Water System, and the preparation and filing of applications for permits to or transfers of water rights, or claims to water rights, with the Idaho Department of Water Resources.

2. REVOCABILITY. This Special Power of Attorney is revocable, provided, that insofar as any governmental agency, bank, trust company, insurance company, transfer agent, or other person shall rely upon this power, this power may be revoked only by a notice in writing executed by me or my Agent and delivered to such person or institution.

3. INTERPRETATION. This instrument is to be construed and interpreted as a Special Power of Attorney and shall be limited in accordance herewith.

4. DISABILITY OF PRINCIPAL. This Special Power of Attorney shall not be affected by disability of the principal.

5. THIRD-PARTY RELIANCE. Third parties may rely upon the representations of the Agent as to all matters relating to any power granted to my Agent, and no person who may act in reliance upon the representations of the Agent or the authority granted to my Agent shall incur any liability to us or our estates as a result of permitting the Agent to exercise any power.

SPECIAL POWER OF ATTORNEY - 1

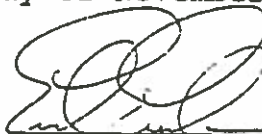
j\water\engel.m.pwr

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6. GOVERNING LAW. This Special Power of Attorney is executed and delivered in the State of Idaho and the laws of the State of Idaho shall govern all questions as to the validity of this power and as to the construction of its provisions.

7. COUNTERPARTS. This Special Power of Attorney may be executed in counterparts. Each executed counterpart of this Special Power of Attorney shall have the force and effect of this original.

IN WITNESS WHEREOF, I have executed this Special Power of Attorney this 12 day of November, 1991.



EARL ENGELMANN

STATE OF IDAHO)
) ss.
County of Blaine)

On this 12th day of November, 1991, before me, the undersigned notary public in and for said state, personally appeared EARL ENGELMANN, known to me to be the person whose name is subscribed to the within Special Power of Attorney, and acknowledged to me that he executed the same.

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



Notary Public for Idaho
Residing at: Ketchikan, Idaho

203333

FIRST AMERICAN TITLE

BLAINE COUNTY

RECORDED

1993 FEB 22

36

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

James P. Speck, Esq.
Hogue, Speck & Aanestad
P. O. Box 987
Ketchum, ID 83340

ORIGINAL IN RED

(Space above line for Recorder's use)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
GREENHORN BENCH SUBDIVISION

THIS DECLARATION, made on the date hereunder set forth by
EARL ENGELMANN, a single man, and PETER deLISSER and MELISSA
deLISSER, husband and wife, hereinafter collectively referred to as
"Declarant."

W I T N E S S E T H:

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

GREENHORN BENCH SUBDIVISION, Blaine County,
Idaho, as found on official plat thereof on file in
the office of the County Recorder, Blaine
County, Idaho.

NOW, THEREFORE, Declarant hereby declares that all of
the property described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants and
conditions, which are for the purpose of protecting the value and
desirability of, and which shall run with, the real property and
be binding on all parties having any right, title or interest in
the described property or any part thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to
GREENHORN BENCH HOMEOWNERS ASSOCIATION, an unincorporated
Association, its successors and assigns, to which all owners will

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS - 1

RECORDED
FEB 22 1993

belong, subject only to being specifically excepted in this Declaration.

Section 2. "Owner" shall throughout this Declaration mean and refer to 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 sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to all of the real property subject to this Declaration, including, but not limited to, all Lots within the Subdivision, all private roads and streets and any private or public easements and any and all improvements to the foregoing.

Section 4. "Lot" shall mean and refer to any of the four (4) Lots shown on the final plat of the Subdivision recorded in the records of Blaine County, Idaho, and to any lots created by the further subdivision of Lot 4 as shown on said plat.

Section 5. "Declarant" shall mean and refer to EARL ENGELMANN, a single man and PETER deLISSER and MELISSA deLISSER, husband and wife, their successors and assigns.

Section 6. "Subdivision" shall mean Greenhorn Bench Subdivision, Blaine County, Idaho.

ARTICLE II

GREENHORN BENCH HOMEOWNERS ASSOCIATION

Section 1. ORGANIZATION. The Association is an unincorporated association organized and operating under the laws of the State of Idaho and charged with the duties and vested with the powers described in this Declaration.

Section 2. MEMBERSHIP. Each Owner (including Declarant) of a Lot, by virtue of being such an Owner and for so long as he is such an Owner, shall be deemed a member of the Association. The Association membership shall be appurtenant to said Lot and shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot, and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to said Lot shall operate automatically to transfer said membership to the new Owner thereof.

Section 3. VOTING. The voting members of the Association shall be all Owners (including the Declarant), as long

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FEB 22 1993

as Declarant owns one (1) or more of the Lots). Each member shall be entitled to one (1) vote for each Lot owned. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Owner may give an irrevocable proxy, or may assign his right to vote for the term of any lease or deed of trust, and any sale, transfer or conveyance of such Lot to a new Owner or Owners shall operate automatically to transfer the appurtenant vote to the new Owner, subject to any assignment of the right to vote to the lessee or beneficiary as provided herein.

Section 4. JOINT OWNER DISPUTES. The vote for each Lot shall, if at all, be cast as a unit and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that they were acting with the authority and consent of all other Owners of the same Lot.

Section 5. DUTIES OF THE ASSOCIATION. The Association shall have the obligation, subject to and in accordance with this Declaration, to perform each of the following duties for the benefit of the Owners of each Lot.

(1) Roadway Maintenance. To repair, maintain and provide snow removal service for the private roadways within the Subdivision known as Old Sage Trail and Pearl's Divide; provided, however, the Owners of Lots 2 and 3 shall have the sole votes and be solely responsible for the repair, maintenance and snow removal for Pearl's Divide, and the cost thereof, and the Owners of Lots 1 and 4 (and any Lots formed by further subdivision of Lot 4) shall have the sole votes and be solely responsible for the repair, maintenance and snow removal for Old Sage Trail, and the cost thereof.

(2) Assessments. To levy assessments on the owners of Lots and to enforce payment of such assessments in accordance with provisions of Article IV hereof.

(3) Insurance. To obtain and maintain in force a broad form public liability policy covering all damage or injury in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence, insuring against liability for bodily injury, death and property damage arising from the use of Old Sage Trail or Pearl's Divide.

(4) Architectural Review. To review and approve all proposed construction on the Property pursuant to Article IV, below. Except as otherwise specifically stated in this Declaration, the Association may act on architectural review

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matters by vote or written consent of Owners of more than fifty percent (50%) of the Lots.

Section 6. MEETINGS. The Association shall meet from time to time as necessary to perform its duties hereunder. Except as otherwise stated above, the Association may only take action by unanimous vote of all Lot Owners.

ARTICLE IV

ARCHITECTURAL REVIEW

Section 1. REVIEW OF PROPOSED CONSTRUCTION. The Association shall consider and act upon any and all proposals or plans and specifications submitted to it for its approval and perform such other duties as are necessary in carrying out this authority, including the inspection of construction in progress to assure its conformance with plans approved by the Association. The Association shall approve proposals or plans and specifications submitted for its approval only if it deems the construction, alterations or additions contemplated thereby in the locations indicated will be detrimental to the appearance of the surrounding area or the property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and land. The Association may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving materials submitted. The Association may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation floor plans, site plans, drainage plans, elevation drawings, and description or samples of exterior material and colors. Until receipt by the Association of any required plans and specifications, the Association may postpone review of any plans submitted for approval. However, once all required plans and specifications have been received by the Association, it must approve, approve with conditions or disapprove such plans or specifications within fifteen (15) days of receipt or the plans and specifications shall be deemed approved.

Section 2. NO WAIVER OF FUTURE APPROVALS. The approval by the Association of any proposals or plans and specifications or drawings for any work done, proposed or in connection with any other matter requiring the approval and consent of the Association shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

Section 3. NON-LIABILITY OF ASSOCIATION. Neither the Association, nor any member thereof shall be liable to any Owner for any loss, damage or injury arising out of or in any way

connected with the performance of the Association's duties hereunder unless due to the willful misconduct or bad faith of the Association. The Association shall review and approve or disapprove all plans submitted to it for any proposed improvements, alteration or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the property generally. The Association shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 4. VARIANCES. The Association may authorize a variance from compliance with any of the architectural or the design requirements of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and signed by all members of the Association voting therefor. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as the particular property and particular provision hereof covered by the variance.

ARTICLE V

ASSESSMENTS

Section 1. YEARLY ESTIMATES OF ASSESSMENTS. At least thirty (30) days prior to the beginning of each calendar year, the Association shall estimate the expenses to be incurred during such calendar year in performing its functions under this Declaration (including a reasonable provision for contingencies and appropriate replacements reserves, less any expected income and any surplus from the prior year's fund). Sums sufficient to pay such estimated net charges will be assessed to each owner of each Lot in an equal amount. If said sum estimated proves inadequate for any reason the Association may at any time levy a further assessment which shall be assessed equally upon each Lot.

Section 2. PAYMENT OF ASSESSMENTS. All assessments shall be due and payable to the Association by the assessed owners during the calendar year in quarterly installments, or in such other manner as the Association may designate in its sole and absolute discretion.

Section 3. UNPAID ASSESSMENTS AS LIENS. The amount of any assessment assessed to any owner, plus interest on such assessment at a rate of ten percent (10%) per annum and costs,

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including reasonable attorney's fees, shall become a lien upon such Lot upon recordation of a Notice of Assessment stating the amount of the claim of delinquency, the interest and costs which have accrued thereon, the legal description of the Lot and the name of the record owner thereof. Such notice shall be signed and acknowledged by a representative of the Association. Upon recordation it shall create a lien upon the Lot in the amount set forth, together with any further accruing assessments or charges. Such assessment liens shall be prior to any declaration of homestead recorded after the recording of this Declaration. The lien shall continue until fully paid or otherwise satisfied. When the lien has been fully paid or satisfied a further notice releasing the lien shall be recorded. Such lien may be foreclosed in the same manner as provided in the laws of the State of Idaho for the foreclosure of liens on real property or deeds of trust.

Section 4. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or deed of trust proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Furthermore, the purchaser at any such foreclosure sale shall not become personally liable for any assessment accruing prior to such sale. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ENFORCEMENT

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

Section 2. VIOLATION OF LAW. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any Lot is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth above.

ARTICLE VII

SPECIFIC RESTRICTIONS

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Section 1. RESIDENTIAL USE. Each Lot shall only be used for single-family residential purposes, reasonably related agricultural activities and uses, home occupations and any accessory uses permitted by applicable zoning ordinances. No building or structure intended for or adapted to business purposes and no apartment house, rooming house, or other multiple-family dwellings shall be erected, placed, permitted, or maintained on such premises, or on any part thereof. Only one (1) single-family dwelling, including guest and/or servant quarters and/or horse outbuildings may be erected upon each Lot, subject to the requirements of Article V.

Section 2. MAINTENANCE. Each Lot and all improvements thereon shall be maintained by the Owner thereof in good condition and repair.

Section 3. TREES. No tree over three (3) inches in diameter or over ten (10) feet in height can be removed without prior approval by the Design Committee. Any such removed tree shall be replaced by a suitable tree of any type.

Section 4. SIGNS. No sign shall be permitted except residential identification signs of not more than two (2) feet square in area, nor of maximum height in excess of four (4) feet, and with a further exception that the Declarant may erect a subdivision advertising sign in conformance with the Blaine County Zoning Ordinance.

Section 5. HOUSE TRAILERS AND MOBILE HOMES. No house trailer, mobile home, permanent tent, or temporary structure shall be permitted in the Subdivision, except recreational vehicles in screened areas as required by Section 10, below, construction job shacks, and greenhouses.

Section 6. TENNIS COURTS. Tennis courts are allowed on any Lot, but must be located either within or contiguous to the building envelope on said Lot. However, the location of any tennis court must be approved by the Association prior to commencement of its construction.

Section 7. ACCESS ROADS. All roads shall be constructed of gravel or asphalt paving.

Section 8. BARNs. Barns and related structures are permitted and may be located entirely outside of the building envelope with the approval of the Association pursuant to Article IV, above.

Section 9. SCREENED AREAS. Each residence shall have a fenced or enclosed area in conformity with Article V, which shall screen from view all vehicles (beyond one permanent

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household vehicle and one guest vehicle), boats, recreational vehicles, campers, garbage and trash containers, clothes lines, maintenance and service equipment, machinery and other facilities, stored materials, and all such further items as may be designated from time to time by the members of the Association, to the end that all items on all Lots be kept only in a manner which enhances the view and thus the value of all of the Lots within the subdivision.

Section 10. FIRES. Exterior fires are permitted only in barbecue pits or outdoor fireplaces. The burning of trash, refuse or other garbage is absolutely prohibited.

Section 11. EXTERIOR COLORS AND FINISHES. Colors of all exterior building surfaces shall be of natural tones which harmonize with the existing landscape. A limited use of strong accent color will be allowed as approved by the Association. No reflective finishes shall be used with the exception of hardware and detail items.

Section 12. FENCES. All fences, screens and similar exterior structures shall be constructed of wood, except for hardware, fasteners and footings, and shall require Design Committee approval pursuant to Article IV, above. Pasture fences shall be the same design throughout as approved by the Association. Fences surrounding tennis courts or dog runs shall be color-coated cyclone type fences.

Section 13. EXTERIOR LIGHTING. All reasonable effort shall be made to minimize the harshness or glare of any lighting. No street lights are allowed.

Section 14. ANTENNAS. Antennas, satellite dishes, and similar devices shall be installed (1) so as not to be visible from roads or adjoining Lots, or (2) if visible from roads or adjoining Lots, only by specific approval of the Association as to the location and type.

Section 15. UTILITIES. All power, gas, telephone and other service lines shall be located underground. All meters and service access devices shall be located in accordance with Section 9, above.

Section 16. HEIGHT LIMIT. No structure or part thereof shall exceed a height of twenty-eight (28) feet. No three-story houses are allowed.

Section 17. LOT COVERAGE. Except as provided in Sections 6 and 9, above, all structures shall be constructed within the designated building envelopes.

Section 18. SUBDIVISION OF LOTS. Lots 1, 2 and 3 shall

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not be further subdivided at any time. Lot 4 may be further subdivided into three (3) separate lots, but the lot lines and building envelopes shall be located as shown on Exhibit A attached hereto and made a part hereof.

Section 19. HORSES AND OTHER ANIMALS. No animals may be kept on any Lot, except a reasonable number of cats and dogs and a maximum of four (4) horses or llamas, without the prior, written approval of the Association. All horse or other animal manure must be removed from a Lot before its accumulation or attraction of flies becomes a nuisance to any other Lot or Owner. Each Owner must provide on his Lot adequate pasture with cross-fencing and irrigation so that any such pasture for horses or other animals remains green and does not erode and unduly accumulate or produce dust.

Section 20. BUILDING ENVELOPES. The building envelopes for all of the Lots (including any Lots created in the future by further subdivision of Lot 4) shall not be moved from the locations depicted in Exhibit B attached hereto and made a part hereof without the unanimous written approval of the owners of all other Lots.

ARTICLE X

SEWAGE DISPOSAL

No owner shall install or maintain a septic tank or leaching field on any Lot without first obtaining the prior written approval of the Idaho State and Environmental Services and the owners of all adjacent Lots.

ARTICLE XI

WATER RIGHTS

Section 1. DOMESTIC WATER. Each Owner shall be responsible for providing the domestic water system, including a well and pump, necessary to service the single family residence which may be constructed on each Lot.

Section 2. IRRIGATION WATER. Declarant is the owner of the following-described irrigation water right appurtenant to the property: 1.26 c.f.s. of Idaho Water Right No. 37-0153, for the diversion of the waters of Greenhorn Creek with a priority date of September 1, 1885. This irrigation water right is allocated to the Lots as follows:

<u>LOT</u>	<u>AMOUNT</u>
2	0.38 c.f.s.
3	0.38 c.f.s.
4	0.50 c.f.s.
<u>TOTAL</u>	1.26 c.f.s.

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The Owners of Lots 2, 3 and 4 shall be responsible, at their sole cost and expense, for obtaining the approval of the Idaho Department of Water Resources for the transfer to their Lots of the point of diversion and place of use of their portions of such water right, and for constructing, maintaining, repairing and operating such diversion works as may be necessary to put such water to beneficial use on their Lots.

ARTICLE XII

AMENDMENT

The provisions of this Declaration may only be amended by an instrument in writing signed and acknowledged by the Owners of all of the Lots, which amendment shall become effective upon recordation in the office of the County Recorder, Blaine County, Idaho.

ARTICLE XIII

TERM

The covenants and restrictions of this Declaration shall run with and bind the Property for a term of thirty (30) years from the date of recordation hereof and, unless terminated as provided below, thereafter for successive periods of ten (10) years each. At any time after thirty (30) years from the date of recordation, this Declaration may be terminated by unanimous vote of the Owners of all of the Lots, and written consent of the Board of County Commissioners for Blaine County, Idaho, or such other governing body as may then have jurisdiction over the property.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate their purpose and shall be construed and governed under the laws of the State of Idaho.

Section 2. RESTRICTIONS SEVERABLE. Each of the provisions of the Declaration shall be deemed independent and severable, the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

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Section 3. GENDER. As used in this Declaration, in reference to the parties hereto, the singular shall include the plural and the masculine shall also refer to the feminine or neuter where applicable.

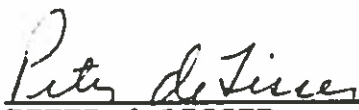
Section 4. CAPTIONS. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

Section 5. ATTORNEYS FEES. In the event either party retains an attorney for the purpose of enforcing any right or duty arising out of this Declaration, the nonprevailing party in such dispute shall pay to the prevailing party the latter's reasonable attorneys fees, whether or not litigation is actually instituted.

DATED: 9-26, 1988.

DECLARANT:


EARL ENGELMANN


PETER deLISSER


MELISSA deLISSER

STATE OF IDAHO)
) ss.
County of Blaine)

On this 26th day of September, 1986, before me, the undersigned notary public in and for said state, personally appeared EARL ENGELMANN, known to me to be the individual whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS - 11

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Maureen A. Wheeler
Notary Public for Idaho
Residing at: *Boise*

STATE OF IDAHO)
) ss.
County of Blaine)

On this 22nd day of September, 1988, before me the undersigned notary public in and for said state, personally appeared PETER deLISSER and MELISSA deLISSER, known or identified 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 the day and year first above written.

Maureen A. Wheeler
Notary Public for Idaho
Residing at: *Boise*

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**ADDENDUM TO
APPLICATION FOR TRANSFER OF WATER RIGHT
BY
EARL ENGELMANN**

The following is an Addendum to the Application for Transfer of Water Right submitted by Earl Engelmann:

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

6. General Information.

d. Remarks: A portion (1.26 cfs) of Water Right No. 37-00153 was acquired by the developers of Greenhorn Bench Subdivision and claimed by them in the Adjudication (see Claim No. A37-00153B). In the Declaration of Covenants, Conditions and Restrictions of Greenhorn Bench Subdivision, this portion was allocated to three (3) of the Subdivision Lots (see copy attached - Article XI, Section 2). Lot 4 was later resubdivided into Lots 5 and 7, and the owners of these Lots have agreed to divide the share allocated to Lot 4 as follows: Lot 5 - 0.33 cfs, Lot 7 - 0.17 cfs. The 1.26 cfs historically irrigated 21 acres within the lands subdivided and the 0.17 cfs will be used to irrigate 2.5 acres within Lot 7, approximately the same amount per acre.

Applicant has Water Right No. 37-02644D (see Transfer No. 3525) to supplement the irrigation of 1 acre when the Greenhorn Creek right is not available.

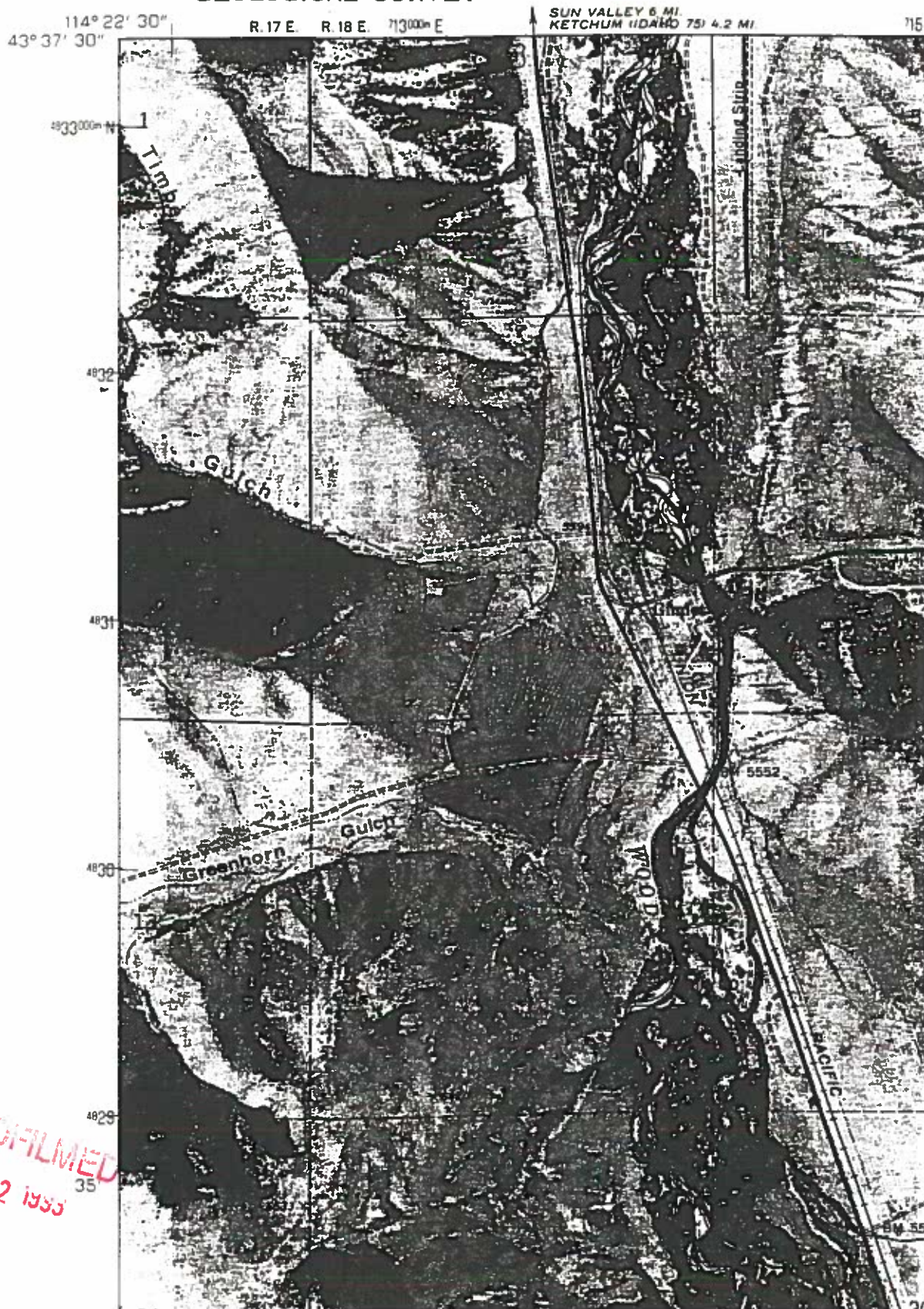
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FEB 22 1993



State of Idaho
DEPARTMENT OF WATER RESOURCES

R 17 E | R 18 E

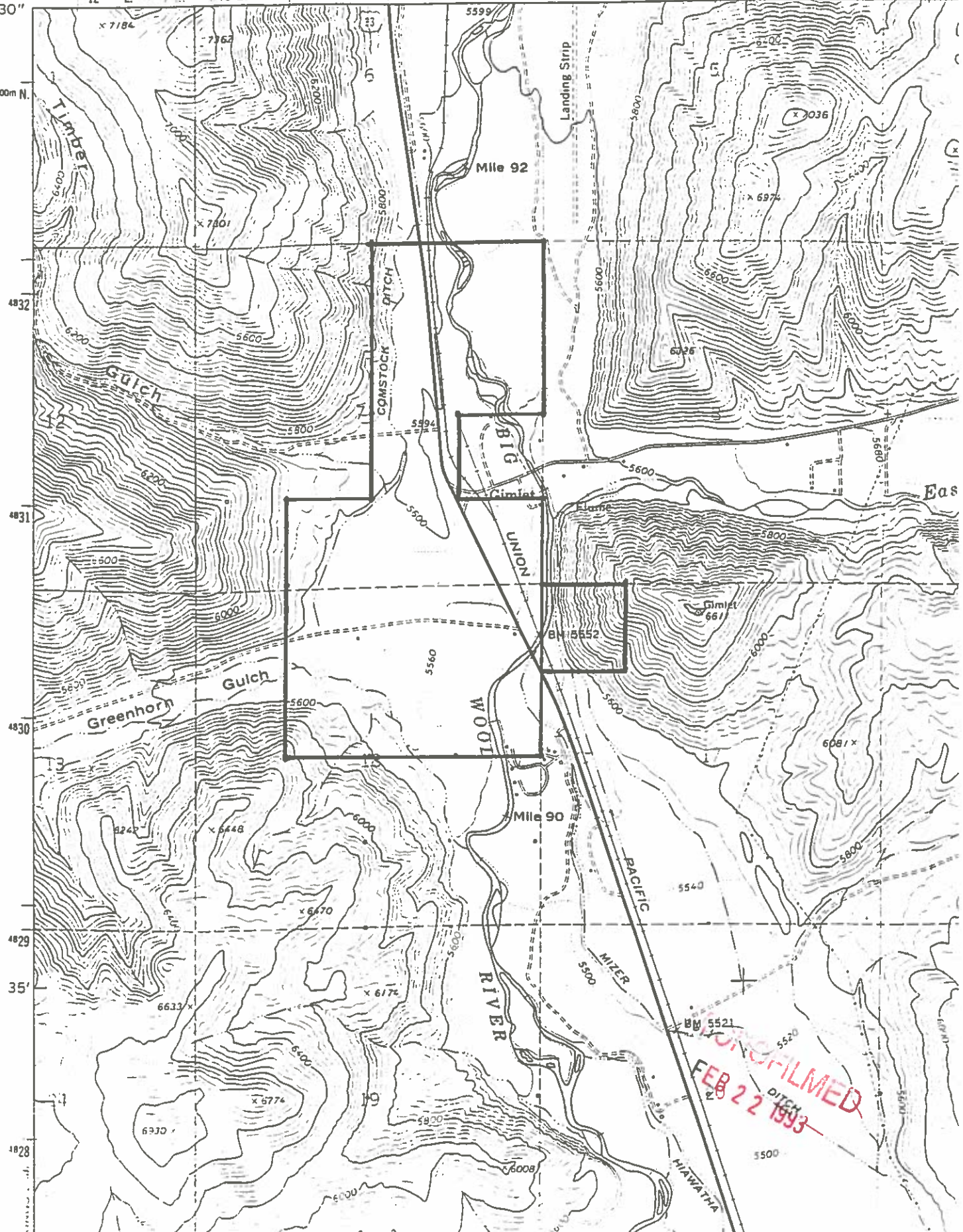
UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY



UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

3171 III NW
GRIFFIN BUTTE

114°22'30" 712000m E 17 E 9 13 E 713 SUN VALLEY 5 MI
43°37'30" 7151 20' 716 PETCHUM IDAHO 51 42 MI



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DITEN

SHEET 1 OF 2 SHEETS

GREENHORN BENCH PHASE II

A SUBDIVISION WITHIN THE E1/2 NW1/4, SEC.18, T3N, R18E, B.M.
LOT 4, GREENHORN BENCH SUBDIVISION
BLAINE COUNTY, IDAHO
JANUARY, 1989

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

Courtesy Of:
First American Title Co.
Box 756
Ketchum, Idaho 83340

SCALE 1" = 100'

LEGEND

- BRASS CAP FOUND
- REBAR FOUND
- MONUMENT NOT SET
- T ROAD EASEMENT
- ACCESS, MAINTENANCE, AND UTILITY EASEMENT
- 6 OF CREEK
- BE BUILDING ENVELOPE

NOTES

1. GREENHORN BENCH SHALL HAVE A EASEMENT TO THE EAST TO INTERFERE FOR A DRAINAGE AND 20' TO THE EAST.
2. GREENHORN BENCH IS AN INTER-STATE STREAM IN THE AREA AND SHALL BE MAINTAINED AS SUCH. ANY EASEMENT OR ENCROACHMENT SHALL BE IN ACCORDANCE WITH THE IDAHO WATER CODE.
3. A 10' UTILITY EASEMENT CENTER LINE SHALL BE MAINTAINED IN ALL VISION LOT LINES.
4. FIRST 2' TO ELEVATION - ON LOT 4 BUILDING ENVELOPE MUST BE 5569 ON 11500 DATUM FOR HIGH-2.
5. 200' SEPARATION SHALL BE MAINTAINED BETWEEN BUILDING ENVELOPES.
6. ACCESS ROADS WILL BE PRIVATELY OWNED AND MAINTAINED.
7. ALL DOGS WITHIN THE DEVELOPMENT SHALL BE KEPT ON LEASHES AT ALL TIMES TO INSURE GAME ANIMALS ARE NOT HARRASSED.
8. FIRM IN 1" HORIZONTAL THE SUBDIVISION SHALL BE POST AND RAILS HEIGHT OF THE TOP PAUL SHALL BE 10' TO 12' TO ALLOW DEER AND FUR TO FAIRLY CROSS FENCE.
9. WILDLIFE DAMAGE SHALL BE THE PROPERTY OWNER'S RESPONSIBILITY AS PER GUIDELINES PROVIDED BY THE DEPARTMENT OF FISH AND GAME.
10. MAINTENANCE AND WEED CONTROL FOR ALL LOTS ARE THE RESPONSIBILITY OF THE OWNER OF THE LOT.

RECORDED
FEB 22 1989
IDAHO
COUNTY CLERK

