

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

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

CIVIL CASE NUMBER: 39576

Ident. Number 63-9758
Date Received: 8/11/2006
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

DAVID HENDRICKSEN Phone: (208)344-7807
DBA QUAIL HOLLOW GOLF COURSE
4520 N 36TH ST
BOISE ID USA 83703

2. Date of Priority: 03/19/1996

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot			County	Type
04N	02E	28	NE	NW	NE	ADA	
04N	02E	28	NW	NW	NE	ADA	
04N	02E	28		NW	SW	ADA	

5. Description of diverting works:

The point of diversion located at Twp. 4N, Rge. 2E, Sec. 28 NWSW (cold water well) is utilized first. 20 hp pump in cold water well to underground mainline to main holding pond. 30 hp pump in lower geothermal well located in Twp. 4N Rge. 2E Sec. 28 NWNWNE to main holding pond. 40 hp pump in upper geothermal well located in Twp. 4N Rge. 2E Sec. 28 NENWNE which diverts to Stewart Gulch Creek and then from the creek to a pond, which overflows into main holding pond. All water is commingled in main holding pond. Via a series of pumps (75 hp, 75 hp, 30 hp and 7.5 hp) water is pumped out of main holding pond into automated irrigation system with sprinklers applying water to the land and series of 9 aesthetic ponds.

SCANNED
APR 11 2008

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	1.31	495
AESTHETIC	01/01	12/31		2

7. Total Quantity Appropriated is:
1.31 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	02E	21	SW	SE	IRRIGATION	34.9
			NW	SE	IRRIGATION	5.1
			SW	SW	IRRIGATION	0.7
			SE	SW	IRRIGATION	1.5
Section Acres						42.2
04N	02E	28	NW	NE	IRRIGATION	20.5
			NE	NW	IRRIGATION	28.7
			NW	NW	IRRIGATION	11.4
			SE	NW	IRRIGATION	7.1
			SW	NW	IRRIGATION	0.3
Section Acres						68
Total Acres						110.2

11. Place of use in counties: ADA

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

13. Other Water Rights Used:

14. Remarks:

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

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

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

Use of water under this right may be affected by an agreement between the protestant and the right holder.

If water levels were not monitored during 1997, the water right holder shall monitor water levels in a domestic well owned by Glen Wersch and Ellen Jones during 1998 to determine the impact of pumping from the water right holder's cold water well located in the NWSW, S28, T04N, R02E, B.M. A report of either the 1997 or 1998 monitoring results and conclusions shall be submitted to IDWR and Wersch & Jones.

IDWR may require monitoring of ground water levels Groundwater during future years if IDWR determines that monitoring is necessary to protect water rights.

The water right holder shall construct a water supply line from the cold water well to the Wersch & Jones property to supply irrigation water if the water right holder's well causes groundwater level declines that prevent Wersch & Jones from irrigating their property.

This approval does not confirm Adjudication Claim No. A63-17621, nor does it grant to Wersch & Jones the right to divert and beneficially use water from the Quail Hollow cold water well.

For purposes of administration of water rights within the cold water aquifer, Water Right No. 63-09758 will assume a priority date of March 19, 1996.

Diversion of water from the two low temperature geothermal wells located in the NWNE of S28, T04N, R02E, B.M., shall be regulated by the watermaster of State Water District No. 63S.

Approval of this application for transfer does not waive the right of the protestants to object to claims of water rights filed in the Snake River Basin Adjudication describing points of diversion also described by Water Right No. 63-09758. Approval does not foreclose IDWR's opportunity to review Water Right No. 63-09758 in the Snake River Basin Adjudication.

Diversion from the approved points of diversion shall not exceed 1.31 cfs under Water Right 63-09758. Approval of this transfer does not affect any other water rights diverted from the points of diversion.

Without any waiver or forfeiture of existing rights, the water right holder shall utilize the new cold water source as its first source of irrigation water so long as it is reasonably available. Water is not reasonably available to the water right holder if the use of the cold water source is interrupted, restricted, prohibited or limited by any actions or events beyond the control of the applicant. Water diverted under Water Right No. 63-09758 from the low-temperature geothermal source may also be used provided the use is in conformance with Water Right No. 63-09758 and pumping of the water is not prohibited by the watermaster for Water District No. 63-S.

Prior to diversion of water under this approval, the right holder shall provide a means of measurement and lockable controlling works from all authorized points of diversion that is acceptable to the watermaster and will provide suitable control of the diversions.

It is further ordered that this order will become a final order without further action unless the Director decides to review

Claimant leases the subject land to which the water right is appurtenant from Robert Donnelly under a long term lease. See attached Lease dated July 15, 1980 and Assignment and Assumption of Golf Course Lease dated June 30, 1993. The irrigation system that is used on this property began irrigating the designated place of use prior to November 19, 1987. The main holding pond is approximately 25,000 square feet in size. The remaining 9 aesthetic ponds range in size from approximately 1,000 square feet to 35,000 square feet. See attached map for individual pond location and size.

15. Basis of Claim: License

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 63-09758

Date Received 8-11-06

Receipt Number 2034564

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

AUG 11 2006

WATER RESOURCES
WESTERN REGION

Please type or print clearly

1. Name of Claimant (s) David Hendrickson Phone (208) 344-7807

Mailing Address 4520 North 36th Street, Boise, Idaho Zip 83703

2. Date of Priority (Only one (1) per claim) March 19, 1996

3. Source of water supply (a) Ground Water
which is tributary to (b)4. a. Location of existing point of diversion is: Township 4N Range 2E Section 28,
NW 1/4 of NW 1/4 of NE 1/4, Govt. Lot, B.M., County of Ada

Additional points of diversion if any: T4N R2E S28, NE NW NE, and T4N R2E S28, NW SW, B.M., Ada County

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

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

Govt. Lot B.M., County of

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

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

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

The point of diversion located at T4N R2E S28, NW SW (cold water well) is utilized first. 20 h.p. pump in cold water well to underground mainline to main holding pond. 30 h.p. pump in lower geothermal well located in T4N R2E S28, NW NW NE to main holding pond. 40 h.p. pump in upper geothermal well located in T4N R2E S28, NE NW NE which diverts to Stewart Gulch Creek and then from the Creek to a pond, which overflows into main holding pond. All water is commingled in main holding pond. Via a series of pumps (75 h.p., 75 h.p., 30 h.p., and 7.5 h.p.), water is pumped out of main holding pond into automated irrigation system with sprinklers applying water to the land and series of 9 aesthetic ponds.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For irrigation purposes from 3/15 to 11/15 amount 1.31 or 495

For aesthetic purposes from 1/01 to 12/31 amount or 2

For purposes from to amount or

For purposes from to amount or

7. Total quantity claimed (a) 1.31 (cfs) and/or (b) (acre feet)

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

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) Aesthetic purposes for series of 10 ponds

10. Description of place of use:

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

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

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
4N	2E	21											0.7	1.5		5.1	34.9		42.2
		28		20.5			28.7	11.4	0.3	7.1									68.0

Total number of acres irrigated 110.2

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

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

13. Describe any other water rights used at the same place and for the same purposes as described above.
63-04037 and 63-21875 or None ()

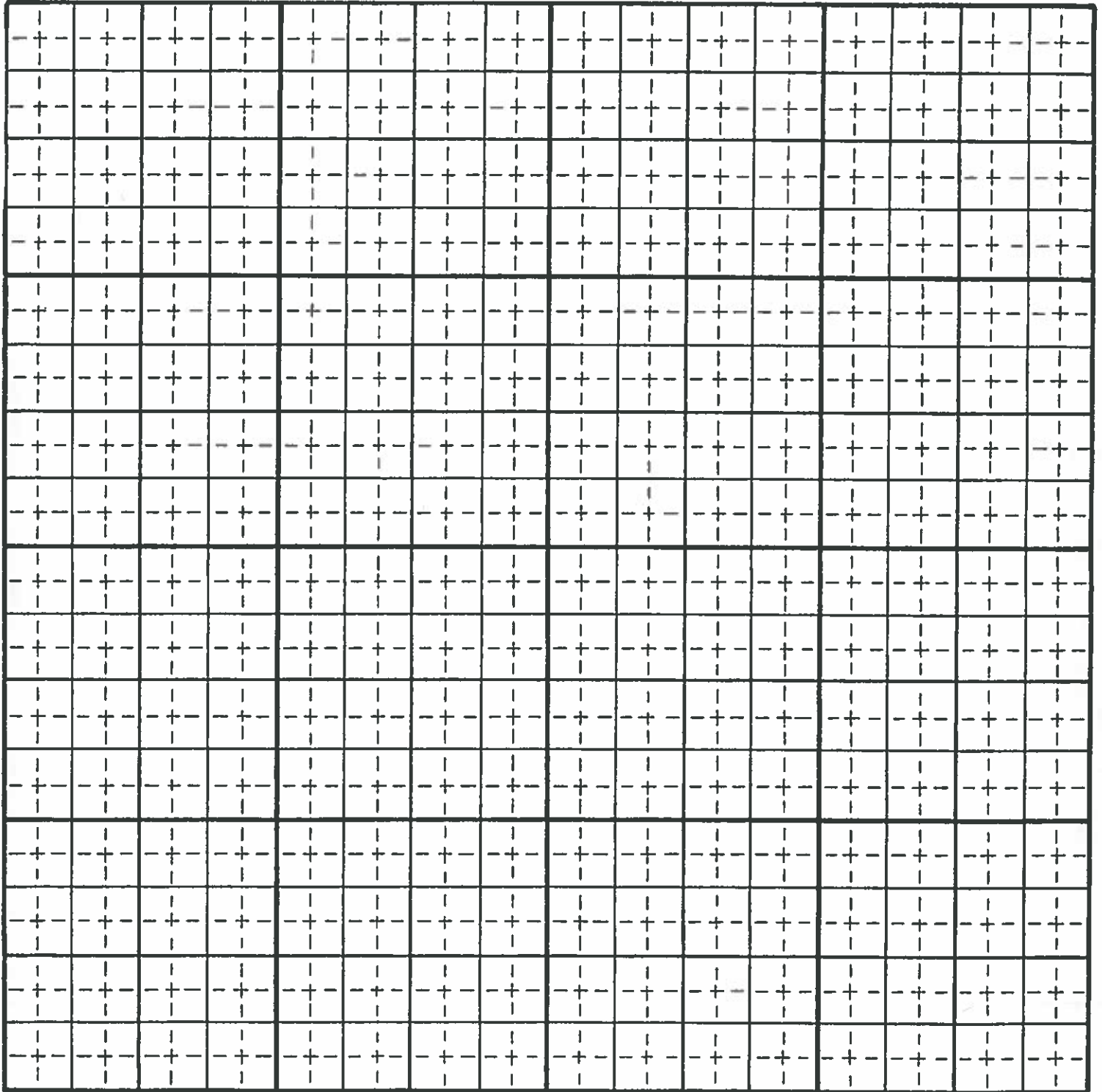
14. Remarks:

Claimant leases the subject land to which the water right is appurtenant from Robert Donnelly under a long-term lease. See attached Lease dated July 15, 1980 and Assignment and Assumption of Golf Course Lease dated June 30, 1993. The irrigation system that is used on this property began irrigating the designated place of use prior to November 19, 1987. The main holding pond is approximately 25,000 square feet in size. The remaining 9 aesthetic ponds range in size from approximately 1,000 square feet to 35,000 square feet. See attached map for individual pond location and size.

Last Name David Hendrickson Ident No. 63-09758

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

Scale: 2 inches equals 1 mile See attached map.



Last Name David Hendrickson

Ident No. 63-09758

BOI_MT1:619344.1

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License ☒ Permit _____
Decree _____
If applicable provide IDWR Water Right Number 63-9758
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

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

Number of attachments 3

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

Signature of Claimant (s) David Hendrickson Date 8.9.06

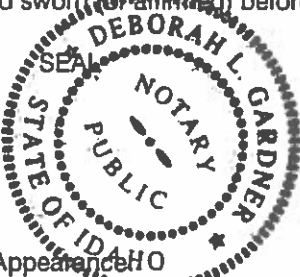
Date _____

For Organizations: I do solemnly swear or affirm that I am _____ Title _____
of _____, that I have signed the foregoing
Organization
document in the space below as _____ of _____
Title Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____
Title and Organization _____ Date _____

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

Subscribed and sworn (or affirmed) before me this 9th day of August 2006
Notary Public Deborah L. Gardner
Residing at Boise ID
My Commission Expires 1-13-09

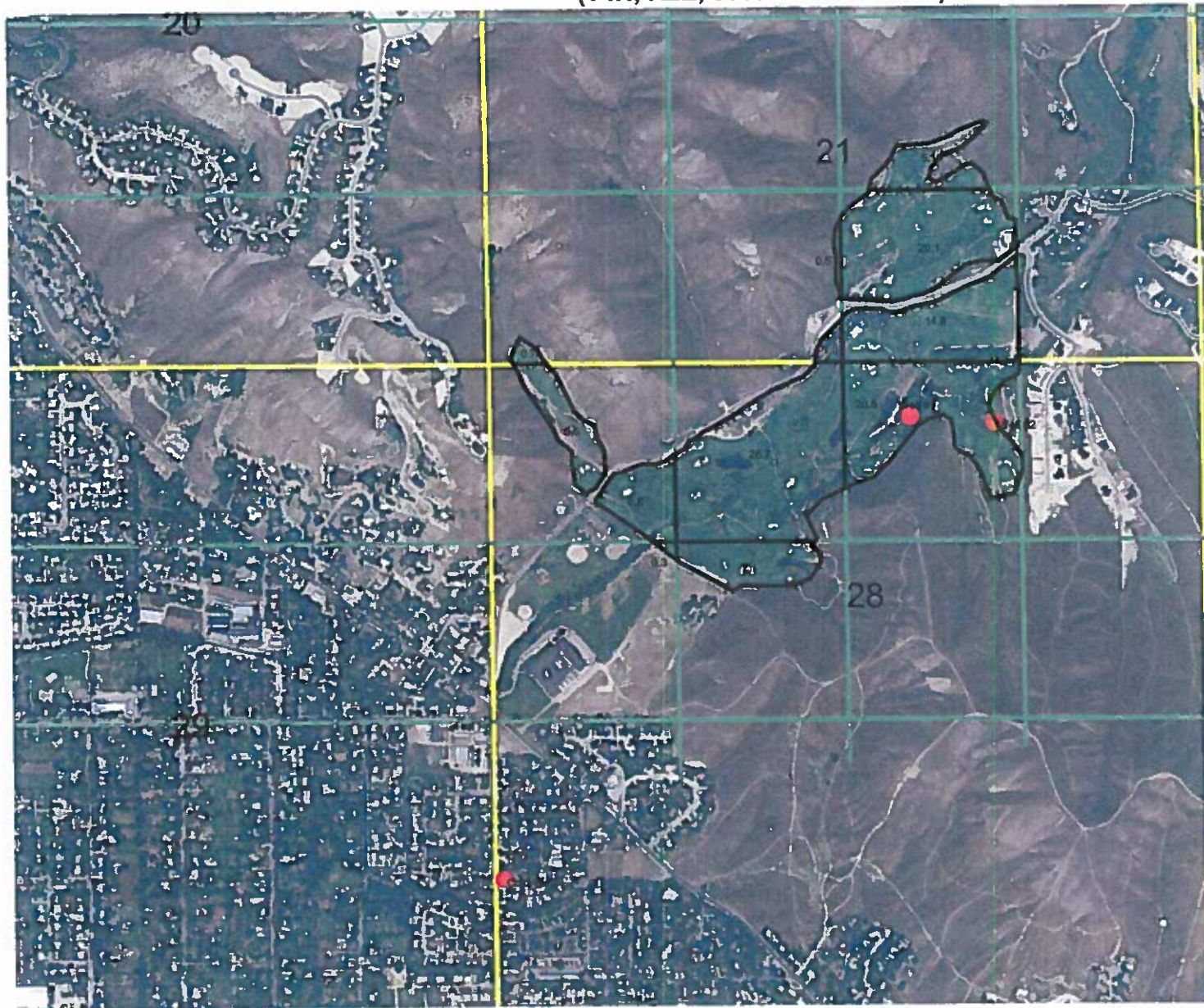


17. Notice of Appearance
Notice is hereby given that Scott L. Campbell will be acting as attorney at law on behalf
of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above
should be mailed to me at the address listed below.

Signature Scott L. Campbell
Address Moffatt Thomas, PO Box 829, Boise, Idaho 83701
Date 8/10/06

Last Name David Hendrickson Ident. Number 63-09758

Quail Hollow Golf Course
Place of Use for 63-9758
(T4N, R2E, sections 21 and 28)



0.25 0 0.25 0.5 Miles



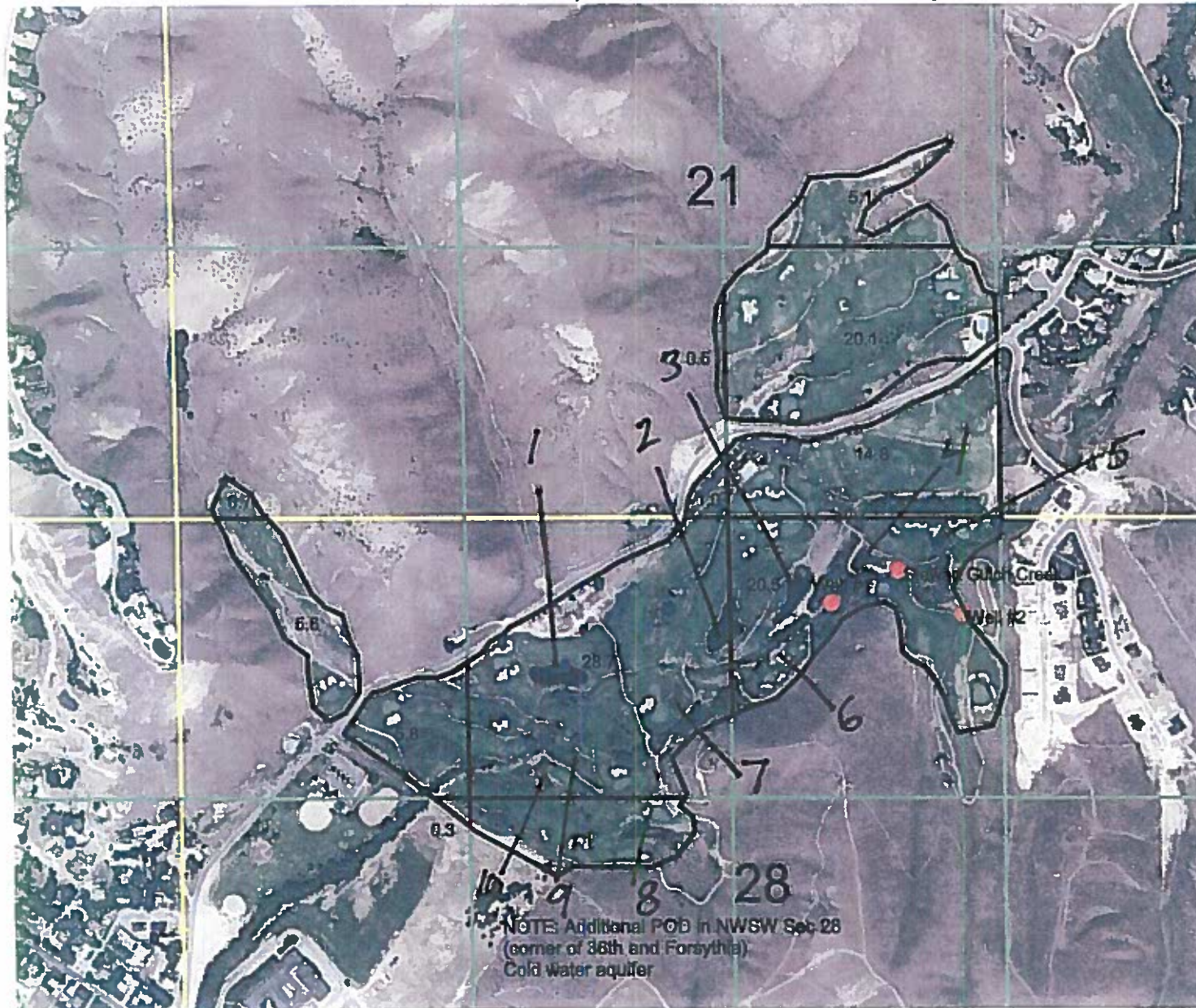
-  Irrigation
-  POD
-  QQ
-  Sections



Quail Hollow Golf Course
Place of Use for 63-9758
(T4N, R2E, sections 21 and 28)

POND SIZE
SQ FT/ ACRE

- 1 - 30,000 / .69
- 2 - 35,000 / .80
- 3 - 25,000 / .57
- 4 - 6,000 / .14
- 5 - 5,000 / .11
- 6 - 6,000 / .14
- 7 - 5,000 / .11
- 8 - 9,000 / .21
- 9 - 1,000 / .03
- 10 - 5,000 / .11



 Irrigation
 POD
 QQ
 Sections

0.25 0 0.25 0.5 Miles

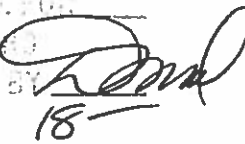


STEWART TITLE

ADA COUNTY REC. FOR

J. DAVID HENDRICKSON

RECORDER


18

ASSIGNMENT AND ASSUMPTION OF GOLF COURSE LEASE

93 JUN 30 PM 4 43

Assignor: Tee, Ltd.
an Idaho Corporation

Assignee: David E. Hendrickson,
a Single Man

This Assignment of Lease is made effective as of the 30th day of June, 1993, by Tee, Ltd., an Idaho corporation of Boise, Idaho, hereinafter referred to as Assignor, and David E. Hendrickson, a single man, of Boise, Idaho hereinafter referred to as Assignee.

W I T N E S S E T H:

On July 15, 1980, Victor L. Nibbler and Ruth E. Nibbler, husband and wife, as Lessors and Dennis Labrum, Neil Labrum, Clyde Thomson and David Samuelson, as Lessees, entered into a Lease Agreement under the terms of which the Lessees leased for a period of ninety-nine years, the following real property, more particularly described as follows:

Lots 2 and 6, Block 1, and Lots 1 and 2,
Block 2, of Nibbler subdivision according to
the records and files of the Ada County Re-
corder, State of Idaho.

The Lease is a triple net lease, meaning that the Lessee bears all expenses, including taxes, maintenance repairs, upkeep, insurance premiums and all other related expenses. The Lease expires on June 29, 2079.

On April 25, 1986, AJ Corporation, an Idaho corporation, acquired the Lessees' leasehold interest in the identified Lease by purchasing the same at a Sheriff's sale. On July 28, 1986, Victor L. Nibbler and Ruth E. Nibbler, entered into an Amendment

to the Lease Agreement, which Amendment was recorded as Ada County Instrument No. 8643154. On that same date, July 28, 1986, Tee, Ltd. purchased all of AJ Corporation's Lessees' interest in the leasehold estate and has been in possession of the same since that time.

On June 8, 1990, Victor L. Nibbler and Ruth E. Nibbler, husband and wife, assigned all of their landlord/Lessors' interest in and to the July 15, 1980 Lease to Vancroft Corporation, an Idaho corporation, a copy of which Assignment was recorded on June 11, 1990, as Ada County Instrument No. 9030576. The present amount of the monthly rent required to be paid is \$1,263.99 and the amount thereof will increase pursuant to the terms of the July 15, 1980 Lease.

Concurrently herewith, Tee, Ltd. is conveying all of its right, title and interest in and to the real and personal property known commonly as the Quail Hollow Golf Course, and in conjunction therewith, Assignor desires to assign the Lease and all of its right, title and interest thereunder to Assignee, and Assignee desires to assume the terms of the Lease and perform the same according to its terms.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the parties agree as follows:

1. ASSIGNMENT:

Assignor hereby assigns, transfers and conveys to Assignee, David E. Hendrickson, all of its right, title and interest in and

to the July 15, 1980 Lease. Assignor has provided a written notice of the Assignment to Vancroft Corporation, the present Lessor of the July 15, 1980 Lease and has obtained from Vancroft, a certificate certifying that as of June 30, 1993, Assignor is in compliance with the terms of the Lease and that all payments required to be made to Vancroft have in fact been made through June 30, 1993. A copy of said Certificate is attached hereto as Exhibit "A" and incorporated herein by reference.

2. ACKNOWLEDGEMENT OF RECEIPT OF LESSEE:

Assignee hereby acknowledges receipt of copies of the Lease, its Amendment, and the Estoppel Certificate and acknowledges that the Lease and Amendment are assigned to Assignee subject to all of the terms thereof.

3. ASSUMPTION OF LEASE:

Assignee agrees to assume the July 15, 1980 Lease and its Amendment according to the terms thereof and pay all amounts required thereunder as they become due, the same as though he had originally executed the Lease and Amendment. Assignee agrees to indemnify and hold Assignor harmless from any liability, and any and all claims, demands, liability, damage or expense of any kind whatsoever, arising out of or in any way related to said Lease and Amendment subsequent to the date hereof and Assignee's Assumption of the Lease.

4. BENEFIT:

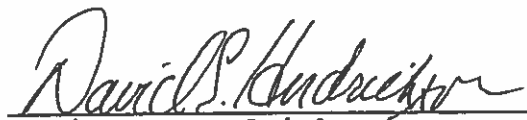
This Assignment shall be binding upon and inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the day and year first above written.

TEE, LTD.

By

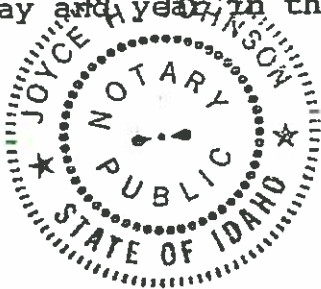

Tommy T. Sanderson,
Its President


David E. Hendrickson

STATE OF IDAHO)
)ss.
County of Ada)

On this 30th day of June, 1993, before me, Tommy T. Sanderson personally appeared, known or identified to me to be the President of 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 by hand and seal the day and year in this certificate first above written.

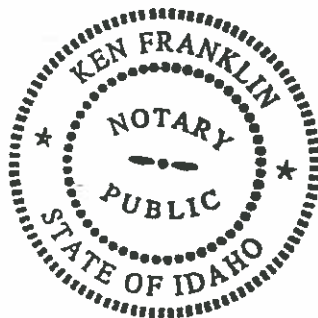


Joyce H. Johnson
Notary Public for Idaho
Residing at: Bose, Idaho
My Commission Expires: 1/25/99

STATE OF IDAHO)
)ss.
County of Ada)

On this 30 day of June, 1993, before me, the undersigned notary public in and for said county and state, personally appeared David E. Hendrickson, known to me to be the person 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.



Ken Franklin
Notary Public for Idaho
Residing at: Bose
My Commission Expires: 10/5/98

ACKNOWLEDGMENT OF NOTICE
AND ESTOPPEL CERTIFICATE

The undersigned, Vancroft Corporation, acknowledges receipt of the Notice of Assignment of the above-identified Lease from Tee, Ltd. to David E. Hendrickson. Vancroft Corporation further acknowledges that the company is completely satisfied with Tee, Ltd.'s performance under the Lease of said property and has no claims or demands against Tee, Ltd., and there are no disputes existing in connection with the Lease of said property. Vancroft Corporation further understands that David E. Hendrickson would not purchase the interest in said Lease in the event there were any disputes or dissatisfactions in connection with the Lease of the property.

DATED this 24th day of June, 1993.

VANCROFT CORPORATION

By Mari E. Montgomery
Its President

LEASE

THIS LEASE, Made and entered into this 15 day of July 1980, by and between Victor and Ruth Nibler, husband and wife, hereinafter referred as the "Lessors," and Dennis Labrum, Neil Labrum, Clyde Thomsen and David Samuelson, hereinafter referred to as the "Lessees";

WITNESSETH:

1. Demise, Description and Use of Premises: The Lessors lease to the Lessees and the Lessees hires from the Lessors for the purpose of conduction therein any lawful business on those certain premises situate in the City of Boise, County of Ada, State of Idaho. Said property description being attached hereto and hereby made a part hereof as if set forth in full in exhibit "A".

2. Term: The term of this lease shall be for ninety nine (99) years, commencing on June 30, 1980, and ending on June 29, 2079. It is contemplated between the parties hereto that the based premises shall be used as a golf course and in the event that lessees do not begin construction on said course by October 1, 1980 this lease will become void and have no further force or effect.

3. Rent: The total rent for the term shall be payable in installments as follows:

The sum of \$1.00 paid on June 30, 1980 with no other payment to be paid to Lessors until official play starts on said golf course which is contemplated to be sometime in the summer of 1981, but in no event later than September 1, 1981. The payments commence this day official play commences. Lessees shall pay Lessors \$900.00 and the sum of Nine Hundred Dollars (900.00) payable for the second month of the term of the lease and monthly thereafter on the day corresponding to the day upon which the term of the lease commenced, continuing throughout the entire term of the lease.

The parties hereto agree that the initial rental bears no relationship to the present value of the land.

"A"

The lease payments shall not go below the \$900.00 set forth above, however a cost of living increase shall be paid in addition to said rent and shall be paid as additional rental. This cost of living increase shall be computed 2 years after official play commences and shall be computed to the official Consumer Price Index for all items as published by the U. S. Department of Labor, Bureau of Labor, Statistics, Seattle area or in the event that information is not available some other official indices.

This increase in rentals shall be reviewed every 2 years thereafter and the appropriate changes made in the rent for said golf course to Lessors.

4. Net Net Net: This term as used herein is defined as meaning that the Lessees shall bear all expenses such as payment of taxes, maintenance, repairs, upkeep, insurance premiums and all other related expenses except as might be otherwise agreed in this Lease and that Lessor shall receive the agreed consideration without any deductions whatsoever unless otherwise agreed herein.

5. Warranties of Title and Quiet Possession: The Lessors covenant that they are seized of the demised premises in fee simple and have full right to make this Lease and that the Lessees shall have quiet and peaceable possession of the demised premises during the term hereof.

Concurrently herewith the parties will execute a Memorandum of Lease for recording purposes.

6. Delivery of Possession: If Lessors for any reason beyond their control cannot deliver possession of the demised premises to lessees by June 30, 1980, and said delay does not extend beyond 60 days after that date, this lease shall not be void or

voidable nor shall lessors be liable to lessees for any "date of delivery of possession." If possession is not delivered within the time specified above, then this lease is voidable at the option of lessees.

Lessees, by and through its employees, agents or other authorized representative is given the right and privilege to enter upon the premises at any time prior to the date of delivery of possession for the purpose of making surveys, establishing elevation, taking soil samples or other related activities.

7. Compliance with Laws: During the term of this lease, Lessees shall comply with all applicable laws affecting the demised premises, the breach of which might result in any penalty or Lessors, or which might affect Lessors' title to the demised premises and further Lessees shall not commit or suffer to be committed any nuisance on the demised premises.

Lessees are hereby granted the right to sell or dispense alcoholic beverages on the demised premises in accordance with applicable liquor laws.

8. Improvements: Lessees shall be able to construct buildings, structures and improvements upon the demised premises with funds borrowed from a lending institution, payment of which will be secured by a lien in favor of the lender upon the leasehold interest of the lessees.

9. Construction of Improvements: It is contemplated that Lessees shall construct certain improvements upon said real property. That there shall be no restrictions on the type of style of buildings or other improvements or the use thereof so

long as compliance is made with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the demised premises and improvements thereon or any activity or use thereon. Further, Lessees shall have the right at any time to make such alterations, improvements and changes to any building as Lessees may deem necessary or to replace any such buildings without restriction except as to comply with the laws, regulations, statutes and ordinances referred to above.

10. Notices: All notices, demands or other writings in this lease provided to be given or made or sent or which may be given or made or sent by either party hereto to the other shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered or certified, and postage prepaid and addressed as follows:

To: Lessors

4520 N. 36th Street, Boise, ID 83703

To: Lessees

4423 N. 36th Street, Boise, ID 83703

including a copy to any secured party as set out in paragraph 10 heretofore.

The address to which any notice, demand or other writing may be given or made or sent to any parties above provided may be changed by written notice given by such party as above provided.

11. Taxes and Assessments: The Lessees covenants and agrees to pay and discharge as they become due properly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, or levies whether general or special or ordinary or extra-ordinary or every name, nature and kind whatsoever including all governmental charges whatsoever name, nature or kind which may be levied assessed, charged or imposed or which may become a lien or charge on or against the land hereby demised or any part thereof, the leasehold of Lessees herein, the premises described herein, any building or buildings or any other improvements placed thereon by Lessees or on or against Lessee's estate hereby created which may be a subject of taxation or on or against the Lessor by reason of its ownership of the fee underlying this lease during the time hereof except that Lessees shall not be required to pay any estate, gift, inheritance, succession, income or excess profits taxes which may be payable by Lessors or Lessors' legal representative, successors, or assigns, nor shall Lessees be required to pay any tax that might become due on account of ownership of property other than that herein leased which may become a lien on the property herein leased or collectible out of same.

If Lessees shall in good faith desire to contest the validity or amount of any tax assessed by levy or other governmental charge herein agreed to be paid by Lessees, Lessees shall be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which Lessees is so contesting until final determination of the contest, on giving to Lessors written notice thereof prior to commencement of any such contest, which shall be at least 30 days prior to delinquency and on protecting Lessors on demand by good and sufficient surety bond against any such tax.

levy, assessment, rate or governmental charge and from any costs, liability or damage arising out of any such contest if required by Lessors.

All taxes and assessments shall be prorated between the parties as of "date of delivery of possession" with the prorata share of lessees based upon the bare real estate (excluding all improvements). That as to date of delivery of possession lessors shall pay all taxes and assessments accrued prior to said date and Lessees shall pay all taxes and assessments accruing thereafter. Upon the date of termination of this lease, all taxes and assessments shall be prorated as of the date possession is redelivered to lessors and lessors' prorata share shall be based upon the bare real estate (excluding all improvements).

It is not contemplated that the taxes on the surrounding ground exclusive of the golf course will be increased but in the event it is the cost shall be paid by Lessees.

12. Utilities: Lessees shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the premises throughout the term hereof and all other costs and expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the premises and all activities conducted thereon. The lessors shall have no responsibilities of any kind for payment thereof with the exception of their home and farm operation during 1980.

13. Liens: Lessees shall keep all of the premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanic's, materialman's and other liens for or arising out of or in connection with work or labor done, services performed or materials or appliances used or furnished for or in connection with any operation of Lessees.

any alteration, improvement or repairs or additions which Lessees may make or permit or cause to be made or any work or construction by, for or permitted by Lessee on or about the premises or any obligation of any kind incurred by Lessees and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based and to indemnify Lessors against all such liens and claims of liens and suits or other proceedings pertaining thereto.

That this paragraph shall not affect the right of Lessees under paragraph 8 heretofore in reference to Leasehold financing which contemplates the placing of liens upon Lessees' leasehold interest.

If Lessees desires to contest any such lien, it shall notify Lessors with intention to do so within 30 days after the filing of such lien. In such case and provided that Lessees shall on demand and option of Lessors protect Lessors by good and sufficient surety bond against any such lien and any cost, liability or damage arising out of such contest, Lessees shall not be in default hereunder until after the final determination of the validity thereof after which time Lessees shall satisfy and discharge such lien to the extent held valid. In the event of any such contest, Lessees shall protect and indemnify Lessors against all loss, expense and damage resulting therefrom.

14. Indemnification of Lessors: From and after the date of delivery of possession Lessors shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessees or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, sub-tenant, visitor or user of any portion of the premises or shall result from or be caused by any

other matter or thing whether the same kind as or of a different kind than the matters or things above set forth and Lessee shall indemnify Lessors against all claims, liability loss or damage whatsoever on account of any such loss, injury, death or damage.

That the above shall not apply to loss, injury, death or damage arising by reason of the misconduct or negligence of Lessors, their agents or employees.

15. Attorney Fees: If any action at law or in equity shall be brought to recover any rent under this lease for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney fees, the amount of which shall be fixed by the court and shall be made a part of any judgement or decree rendered.

16. Re-Delivery of Premises: The Lessee shall pay the rent and all other sums required to be paid by Lessee hereunder in the amount and at the times and in the manner herein provided and shall keep and perform all the terms and conditions hereof on its part to be kept and performed and at the expiration or sooner termination of this lease peaceably and quietly quit and surrender to Lessors the premises in good order and conditions subject to the provisions of the lease.

17. Remedies: All remedies hereinbefore and hereafter conferred on Lessors or Lessee are not intended to be exclusive of the other or of any other remedy conferred by law.

18. Liability Insurance: Lessee shall maintain in effect throughout the term of this lease liability insurance in an amount of not less than \$ 500,000.00 naming Lessors as well as Lessee as insureds thereunder. That this provision contemplates

the use of a blanket liability policy or other similar coverage with Lessors as names insureds.

19. Default: Time and the prompt performances of each and every obligation of Lessee are agreed to be the essence of this agreement, and, if Lessee should fail or neglect to make any payments as herein provided or fail or neglect to carry out any of the other terms or conditions agreed to by Lessee, then this agreement shall be in default. Upon a default occurring, Lessors or their authorized agent may cause to be prepared a written notice addressed to Lessee and all other entities or persons required to receive notice, calling attention to the matters then in default or on what account a breach is claimed. Said notice shall be delivered by certified mail, return receipt requested, to Lessee at such address as Lessee may designate. Lessee shall then have 60 days from the mailing of said notice within which to make good any matter in default of which a breach is claimed or to disprove the same.

In the event that Lessee fails or neglects to make good any matters at which he is in default within the time hereinabove provided, then Lessors, without further notice, may declare this agreement forfeited. Upon a forfeiture being declared, Lessors shall have the right to immediate possession of said premises and this lease terminated, and all improvements then remaining shall be subject to the terms and conditions of paragraph 24 hereafter entitled "Disposition of Improvements on Termination of Lease". Lessee agrees that he will immediately surrender possession thereto to Lessors.

Further, acceptance of any installment of rent or of prepayment of any taxes or assessments after the same may have been past due after Lessee may have defaulted under this agreement in any particular whatever or any forbearance of any kind that may be granted or allowed by Lessor to Lessee under this agreement shall not in any manner or in anywise be deemed or construed or considered as waiving or surrendering any of the conditions or covenants of this agreement.

or of any subsequent default that may be made of Lessees.

20. Waiver: The waiver by Lessors of, or the failure of Lessors to take action with respect to any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or subsequent breach of the same or any other term, covenant or condition therein contained. The subsequent acceptance of rent hereunder by Lessors shall not be deemed to be a waiver of any preceding breach by Lessees of any term, covenant or condition of this lease other than the failure of Lessees to pay the particular rent so accepted, regardless of Lessors' knowledge of such preceding breach at the time of acceptance of such rent.

21. Casualty Insurance: The proceeds from insurance against loss by fire or any other casualty upon the buildings, structures, and improvements located on the demised premises shall be paid exclusively to the parties as their interests appear and prior to the execution of the final document contemplated by the March 12, 1980 document all payments shall be made to Lessors.

22. Eminent Domain:

(a) In the event that the whole of the demised premises shall be acquired under exercise of the power of eminent domain by a public or quasi public authority or shall be conveyed by the lessors to any such authority in anticipation or under threat of the exercise of eminent domain by the authority, this lease shall be deemed terminated upon delivery of possession of the demised premises to that authority. In that event (and irrespective of the provisions of paragraph 24) the lessees shall not be obligated to remove the buildings and improvements from the demised premises. The Lessees shall be entitled to receive out of the award or compensation paid by the authority an amount equivalent to the fair market value of its leasehold interest as of the date possession of the demised premises is delivered to the authority, and in fixing

the fair market value of the leasehold interest of the lessees there shall be taken into consideration that all buildings, structures and improvements upon the demised premises were constructed by and at the expense of the lessees. The lessors shall receive the remainder of the award or compensation paid by the authority, which will be an amount equivalent to (i) the then fair market value of the reversionary interest of the lessors in the demised premises (exclusive of buildings, structures and improvements), and (ii) the then capitalized value of the rental which would otherwise be received by the lessors over the remaining term of the lease.

(b) In the event that a part of the demised premises shall be acquired under exercise of the power of eminent domain by a public or quasi public authority or shall be conveyed by the lessors to any such authority in anticipation or under threat of the exercise of eminent domain by that authority:

(1) Within a period of thirty days following taking of possession by the authority, the lessees shall determine whether the remaining part of the demised premises and (after reconstruction) the buildings, structures and improvements which will remain thereon will be reasonably suitable for the continuation of the business theretofore conducted upon the demised premises. Notice of the decision of the lessee upon that question shall be delivered to the lessors within that period of time.

(2) If the decision of the lessees is that the remaining demised premises (with the buildings reconstructed) will be reasonably suitable for the continuation of the business, this lease shall be deemed terminated only as to the portion of the demised premises so taken by or conveyed to the authority and shall not be terminated as to the remainder of the demised premises and the provisions of sub paragraph 4 will become applicable.

(3) If the decision of the lessees is that the remaining demised premises (with the buildings reconstructed) will not be suitable for the continuation of the business then being conducted thereon, this lease shall be deemed terminated as of the date of possession of the portion of the demised premises so taken by or conveyed to the authority is delivered to the authority and the provisions of subparagraph 3 will become applicable.

(4) If the lease is not terminated as to the remainder of the demised premises (under subparagraph 2), from the award of compensation paid by the authority there shall first be paid the cost of restoring, reconstruction and making the buildings, structures and improvements upon the remaining demised premises suitable for use in the continuation of the business of the lessee on the demised premises. The remainder of the award or compensation received shall be divided between the lessees and the lessors as follows: The lessees shall receive therefrom an amount equivalent to the amount by which the fair market value of its leasehold interest in the demised premises after the reduction in size of the demised premises and the reduction in size of the buildings, structures and improvements thereon is reduced below the fair market value of its leasehold interest prior to the taking of the portion of the demised premises by the authority with the value of the buildings, structures and improvements included. The lessors shall receive the remainder of the award or compensation paid by the authority, which will be equivalent to (i) the then capitalized value of the amount by which the rental otherwise payable over the remaining term of the lease will be reduced, and (ii) the then fair market value of the reversionary interest of the lessors in the property taken by the authority (without improvements).

(5) If the lease is terminated by the lessees as authorized in subparagraph (3), from the award or the payment received from the authority there shall be paid to the lessees an amount equivalent to the fair market value of its leasehold interest as of the date possession of a part of the demised premises is delivered to the authority, and, in fixing the fair market value of the leasehold interest of the lessees, there shall be taken into consideration that all of the buildings, structures and improvements upon the demised premises were constructed by and at the expense of the lessees. The lessors shall receive the remainder of the award or compensation paid by the authority which will be an amount equivalent to (i) the then fair market value of the reversionary interest of the lessors in the portion of the demised premises taken by the authority (exclusive of the buildings, structures and improvements), and (ii) the reduction in value of the reversionary interest of the lessors in the remaining property not taken by the authority (exclusive of buildings, structures and improvements thereon) occasioned by such partial taking, and (iii) the then capitalized value of the rental which would otherwise be received by the lessors over the remaining term of the lease reduced by the then capitalized estimated rental which may be collected upon the remainder of the demised premises throughout the remaining term of the lease.

If the lease is terminated by the lessees as authorized in subparagraph (3), the provisions of paragraph with respect to demolition and removal of the buildings, structures and improvements upon the remaining demised premises (not so taken by the authority) shall apply. However, in the event the maximum amount therein stated (\$10,000.00) which the lessees is obligated to pay for demolition and removal of the buildings, structures and improvements upon the remaining demised premises shall be

reduced, and shall be in the proportion to \$10,000.00 that the area of the buildings, structures and improvements upon the remaining demised premises bore to the total area of buildings, structures and improvements prior to the taking.

23. Option: It is the desire of the Lessors that the property heretofore described shall be a golfcourse in perpetuity. At the end of the 99 year term hereof lessees shall be able to extend this lease [with the consent of Lessors] upon the following terms and conditions.

The leased land, not including the buildings which have been built thereon will be the subject of an increased rental to determine the land value with all improvements considered with the exception of buildings, house and other structures.

The parties hereto will then attempt to set a reasonable rental value for said property. In the event they cannot agree then they each will select a qualified appraiser and those two appraisers will select a third appraiser who shall then each prepare an independant appraisal to be paid for the based premises. From these (3), three, an average shall be made and the rent determined from them.

In the event lessees do not wish to continue with the lease they can decline to do so at that time. If they do continue then all other terms of this agreement shall remain in full force and effect.

In the event lessees do decline to so exercise the following paragraph . . will determine what happens to the improvements placed thereon by lessees.

24. Disposition of Improvements on Termination of Lease:

On the termination of this lease the lessors may elect either (1) that all buildings, structures and improvements then located on the demised premises shall remain thereon and at that time become the property

of the lessors, or (ii) that the buildings structures and improvements located upon the demised premises shall be removed therefrom. The election by the lessors shall be made prior to the termination of the lease and notice in writing thereof shall be delivered to the Lessees prior to the termination of the lease.

25. Effect of Lessee's Holding Over:

Any holding over after the expiration of the term of this lease with consent of Lessors shall be construed to be a tenancy from month to month at the same monthly rental, and shall otherwise be on the terms and conditions herein specified so far as applicable.

(a) There shall be no cancellation, surrender, acceptance of surrender, or modification of this lease without the prior consent in writing of the parties hereto.

26. Parties Bound: The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto and all of the parties hereto shall be jointly and severally liable hereunder.

27. Time of the Essence: Time is of the essence of this lease and of each and every covenant, term, condition and provision hereof.

IN WITNESS WHEREOF, the parties have executed this lease
at Biose this 15 day of July, 1980.

LESSONS:

LESSONS:
Victor Zibler

Victor Nihlar

Ruth E. Nibler
Ruth Nibler

STATE OF IDAHO)
) ss.
County of Ada)

On this 13 day of July, 1980, before me, a Notary Public in and for the State of Idaho, personally appeared VICTOR NIBLER and RUTH NIBLER, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

John W. Arima
Notary Public for Idaho
Residence: Boise, Idaho

LEADS:
Dennis Labrum
Dennis Labrum.

Clyde Thomsen
Clyde Thomsen

Notary Public for Idaho
Residence: Boise, Idaho

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

In Re SRBA	)	Subcase No. 63-9758
	)	
Case No. 39576	)	STANDARD FORM 5
	)	
	)	STIPULATED ELEMENTS OF A
	)	WATER RIGHT

This form is used to report the stipulated elements of one water right acquired under state law and/or one federal reserved water right. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be described per the attached. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.

CLAIMANT:
Quail Hollow, LLC

RESPONDENT(s):
David Hendrickson
Bluegrass, LLC

Andrew J. Waldera Date
Attorney for Claimant/Respondent

Andrew J. Waldera Date
Attorney for Respondent

OBJECTOR/RESPONDENT:
Edwards Family, LLC

OBJECTOR:
David Hendrickson

By: _____ Date
Title:

Andrew J. Waldera _____ Date
Attorney for Objector

DWR Concurrence:

Vicky L. Music 9/20/10

Vicky L. Music _____ Date
Senior Water Resource Agent

Nicholas B. Spencer 9-20-10

Nicholas B. Spencer _____ Date
Deputy Attorney General
Attorney for IDWR

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

9/15/10

RIGHT NUMBER: 63-9758

NAME AND ADDRESS: QUAIL HOLLOW LLC
6553 W PLANTATION DR
GARDEN CITY ID 83714

SOURCE: GROUND WATER

Source: Tributary:

QUANTITY: 1.310 CFS
0.000 APY 497 APY

~~Right Nos. 63-4037 and 63-9758 are limited to a total combined diversion rate of 1.31 cfs and to a total combined annual diversion volume of 497 AF.~~

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

The rights listed below are limited to a total combined diversion rate of 1.31 cfs and to a total combined annual diversion volume of 497 AF. Combined Right Nos. 63-4037 and 63-9758.

The rights listed below are limited to a total combined diversion rate of 1.69 cfs. Combined Right Nos.: 63-4037, 63-9758 and 63-21875.

NBS

PRIORITY DATE: 03/19/1996

VLM

POINT OF DIVERSION:

T04N R02E S28 ~~NW~~NWNE
Within ADA County

T04N R02E S28 ~~NW~~NWNE
Within ADA County

T04N R02E S28 NWSW
Within ADA County

The wells located in the NWNE of S28, T4N R2E are low temperature geothermal and divert water from what is locally known as the Stewart Gulch Geothermal Aquifer. The well located in the NWSW of S28, T4N R2E is not a geothermal well.

PURPOSE AND
PERIOD OF USE:

Purpose of use	Period of use:	Quantity:
IRRIGATION	03/15 11/15	1.310 CFS 495.00 APY
AEETHETIC	01/01 12/31	2.00 APY

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

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

This water right does not authorize the diversion of low temperature geothermal water
or other geothermal resource exclusively for aesthetic purposes.

PLACE OF USE: IRRIGATION within ADA County

N13S
VLM

~~T04N R02E S21 SWSE 14.0~~

~~T04N R02E S21 SWSW 0.7~~

~~T04N R02E S21 SWSW 1.5~~

~~T04N R02E S21 NWSE 5.1~~

~~T04N R02E S21 SWSE 34.7~~

~~T04N R02E S21 SWSE 4.0~~

~~T04N R02E S21 SESE 31.0~~

~~T04N R02E S28 NNEW 20.5~~

~~T04N R02E S28 NWSE 16.0~~

~~T04N R02E S28 NENE 28.7~~

~~T04N R02E S28 NENE 31.0~~

~~T04N R02E S28 NNEW 11.4~~

~~T04N R02E S28 NNEW 17.0~~

~~T04N R02E S28 SEW 0.3~~

~~T04N R02E S28 SEW 7.1~~

~~T04N R02E S28 SEW 11.0~~

AESTHETIC Same As IRRIGATION

110 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of
110 acres in a single irrigation season. Combined Right Nos.: 63-4037, 63-9758 and
63-21875.

Place of use is also known as Quail Hollow Golf Course.

Diversion of low temperature geothermal water under this right shall occur only
when cold water sources covering the place of use are insufficient or cannot be used.

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

This water right is subject to the terms of an a private Agreement dated
, 2010, recorded at the Ada County Recorder's Office on
, 2010 as Instrument No. .

Right No. 63-9758 is subject to the conditions of the Amended Preliminary
Order in the matter of Application for Transfer 4804.

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

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.

~~Failure of the right holder to comply with the conditions of Transfer 4804 is cause for the Director to rescind approval of the transfer.~~

NBS

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

VLM

Use of water under this water right will be regulated by the watermaster of State Water District No. 63-S, Stewart Gulch. Water District 63-S regulates the water rights from wells within its boundary that produce from the low temperature geothermal aquifer known locally as the Stewart Gulch Geothermal Aquifer.

The SRBA Court declined to address the administrative issues of artesian pressure and reasonable pumping levels related to diversions from the low temperature geothermal locally known as the Stewart Gulch Geothermal Aquifer. Water users may raise these administrative matters directly with IDWR.

Failure of the right holder to comply with the conditions of Transfer 4804 is cause for the Director to rescind approval of the transfer.

This right does not grant any right-of-way or easement across the land of another.

The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount that can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.

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

Modifications or variance from the license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.

~~The right holder shall accomplish the change authorized by Transfer 4804 within one (1) year of the date of the approval.~~

CERTIFICATE OF MAILING

I certify that on _____, 2010, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

CLERK OF THE DISTRICT COURT
SNAKE RIVER BASIN ADJUDICATION
253 THIRD AVENUE NORTH
P. O. BOX 2707
TWIN FALLS, IDAHO 83303-2707

2. Copies to:

BLUEGRASS, LLC
DAVID HENDRICKSON
QUAIL HOLLOW, LLC
Represented by:
ANDREW J. WALDERA
SCOTT L. CAMPBELL
101 S. CAPITOL BLVD., 10TH FLOOR
P.O. BOX 829
BOISE, ID 83701-0829

EDWARDS FAMILY, LLC
Represented by:
DANA L. HOFSTETTER
608 WEST FRANKLIN STREET
BOISE, ID 83702

DIRECTOR OF IDWR
P.O. BOX 83720
BOISE, ID 83720-0098

Signature of person or attorney

RECEIVED

AUG 21 2007

Department of Water Resources
Adjudication Bureau

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

In Re SRBA

Case No. 39576

A. Subcase 63-09758

(Insert water right number
From the Objection Form)

STANDARD FORM 2
RESPONSE TO OBJECTION

Please print or type the following information:

B. NAME AND ADDRESS OF PERSON RESPONDING

Name: Edwards Family LLC
Address: 4106 Sand Creek Street
Boise, Idaho 83703
Daytime Phone: (208) 342-7548

Name & Address of Attorney, if any:
Dana L. Hofstetter, ISB # 3867
Hofstetter Law Office, LLC
608 West Franklin Street
Boise, Idaho 83702
(208) 424-7800

C. NAME AND ADDRESS OF PERSON WHO FILED THE OBJECTION TO
WHICH YOU ARE RESPONDING

Name: David Hendrickson dba Quail Hollow Golf Course
Address: 4520 North 36th Street
Boise, Idaho 83703

D. I am responding to the objections to the following elements. (Please check the appropriate box(es))

1. ☐ Name and Address
2. ☐ Source
3. ☐ Quantity
4. ☐ Priority Date
5. ☒ Point(s) of Diversion
6. ☐ Instream Flow Description
7. ☒ Purpose(s) of Use
8. ☒ Period of Year
9. ☒ Place of Use
10. Recommendation
 - ☐ This water right should not exist.
 - ☐ This water right was not recommended, but should be recommended with the elements described above.

E. VERIFICATION (Must be Completed)

State of Idaho)
) ss:
County of Ada)

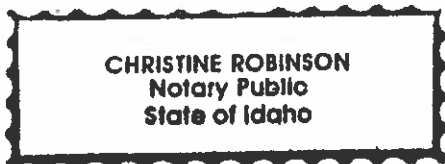
Dana L. Hofstetter duly sworn, upon oath, deposes and says:
(Name of person filing response)

That I am the party/claimant filing this response as defined by I.C. § 42-1401A(1) and (6) or that I am the attorney for the party/claimant responding and that I have read this response, know its contents and believe that the statements are true to the best of my knowledge.

(Signature of person filing response)

Dana L. Hofstetter
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: August 20, 2007



Christine Robinson
Notary Public for the State of Idaho
Residing at: Boise, Idaho
My Commission Expires: 6/30/2013

INSTRUCTIONS FOR MAILING

You must mail the response, including all attachments, to the Clerk of the Court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

F. CERTIFICATE OF MAILING

I certify that on August 20, 2007, I caused to be hand delivered the original and caused to be mailed copies of this response, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P. O. Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

Name: David Hendrickson dba Quail Hollow Golf Course
Address: 4520 North 36th Street
Boise, Idaho 83703

3. One copy to the party who filed the objection. at the following address:

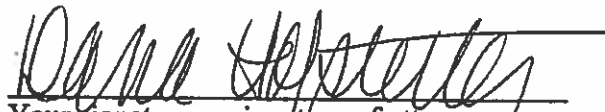
Name: Scott Campbell and Andrew Waldera
Address: Moffatt Thomas
P.O. Box 829
Boise, Idaho 83701

4. Copies to:

IDWR Document Depository
P. O. Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P. O. Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment & Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724


Your signature or signature of attorney
mailing on your behalf

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

In Re SRBA)

Case No. 39576)

A. Subcase 63-09758

(insert water right number)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: David Hendrickson dba Quail Hollow Golf Course

Address: 4520 N. 36th Street

Boise, Idaho 83703

Daytime Phone: (208) 344-7807

Name & Address of Attorney, if any:

Scott L. Campbell & Andrew J. Waldera

Moffatt Thomas

PO Box 829, Boise, Idaho 83701

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: David Hendrickson dba Quail Hollow Golf Course

Address: 4520 N. 36th Street

Boise, Idaho 83703

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☒ **Name and Address**
Should be: David Hendrickson dba Quail Hollow Golf Course
2. ☐ **Source**
Should be: _____
3. ☐ **Quantity**
Should be: _____
4. ☐ **Priority Date**
Should be: _____
5. ☒ **Point of Diversion**
Should be: Please see Attachment 1 hereto
6. ☐ **Instream Flow Beginning and Ending Point**
Should be: _____
7. ☒ **Purpose(s) of Use**
Should be: Please see Attachment 2 hereto
8. ☒ **Period of Year**
Should be: Please see Attachment 2 hereto
9. ☒ **Place of Use**
Should be: Please see Attachment 3 hereto
10. ☐ **I object because:**
 - ☐ This water right Should not exist.
 - ☐ This water right was not recommended, but Should be recommended with the elements described above.

E. **REASONS SUPPORTING OBJECTIONS(S):**

Please see Attachment 4 hereto.

F.

VERIFICATION (must be completed)

State of Idaho)
)ss.
County of Ada)

Scott L. Campbell, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

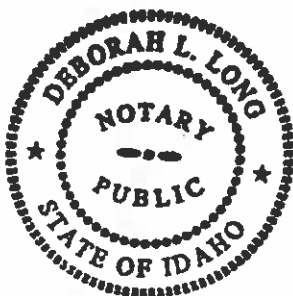
That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

(Signature of person filing objection)

Scott L. Campbell
(Attorney signing in representative capacity)

Subscribed and sworn to before me on:

6/19/07



Deborah Long
Notary Public for Idaho

Residing at: Boise

My Commission Expires:

10/10/07

INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on June 19, 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

Name: David Hendrickson dba Quail Hollow Golf Course

Address: 4520 N. 36th Street

Boise, Idaho 83703

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Div
550 W Fort Street, MSC 033
Boise, ID 83724

Chief, Natural Resources Division
Office of Attorney General
PO Box 44449
Boise, ID 83711-4449



Signature of objector or attorney
mailing on Objector's behalf

**ATTACHMENT 1 TO
STANDARD FORM 1 – OBJECTION
SUBCASE 63-09758**

The points of diversion should be identified by quarter quarter quarter section, as follows:

TWP	RNG	SEC	1/4 1/4	1/4 1/4	1/4 1/4	County
4N	2E	28	NW	NW	NE	Ada
			NE	NW	NE	Ada
				NW	SW	Ada

**ATTACHMENT 2 TO
STANDARD FORM 1 – OBJECTION
SUBCASE 63-09758**

David Hendrickson, dba Quail Hollow Golf Course, objects to the inclusion of the following remark under Purpose and Period of Use, as set forth in the Director's Report:

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

**ATTACHMENT 3 TO
STANDARD FORM 1 – OBJECTION
SUBCASE 63-09758**

The Director's Report incorrectly identifies the place of use for irrigation of lands under this water right. The correct, historic place of use is as follows:

TWP	RNG	SEC	1/4	1/4	Acres
4N	2E	21	SW	SE	34.9
			NW	SE	5.1
			SW	SW	0.7
			SE	SW	1.5
4N	2E	28	NW	NE	20.5
			NE	NW	28.7
			NW	NW	11.4
			SW	NW	0.3
			SE	NW	7.1
Total					110.2

**ATTACHMENT 4 TO
STANDARD FORM 1 – OBJECTION
SUBCASE 63-09758**

Reasons Supporting Objection(s)

Name and Address:

The claimant's last name is spelled Hendrickson rather than Hendricksen.

Point of Diversion:

Because there is more than one well located in the NW NE of Section 28, Township 4 North, Range 2 East, for clarification and easy reference purposes, the points of diversion should be identified by quarter quarter quarter section.

Purpose and Period of Use:

There is no legal basis for the inclusion of the remark, as it was neither contained as a restriction in the license nor the approved Transfer No. 4804.

Place of Use:

The place of use described in the Director's Report does not accurately describe the lands historically irrigated under this water right.

Music, Vicky

From: Shurte, Jan
Sent: Wednesday, May 19, 2010 11:07 AM
To: Music, Vicky
Subject: FW: Quail Hollow and Donnelly SF5s

FYI

From: Shurte, Jan
Sent: Wednesday, May 05, 2010 12:56 PM
To: Williams, Ray
Cc: Harris, Lori
Subject: RE: Quail Hollow and Donnelly SF5s

Hi Ray,

I have the customer from yesterday's rescinding a partial decree waiting out in the front for our 1:00 appt. I thought we would just do it this way to save time. I bet you want Nick to sign these before he goes. It has been more than one year since the transfer was approved (5-14-98). So that can be removed. The af amount should show

Irrigation – 495 af
Aesthetic – 2 af
Total – 497 af

This is per the transfer approved above. So, if you go ask Lori to help you nicely, I bet she will whip up a new SF5 with these changes - Lori notice there is no total afa in the quantity and remove the 1 year thing.

Jan

From: Williams, Ray
Sent: Wednesday, May 05, 2010 11:40 AM
To: Shurte, Jan
Subject: FW: Quail Hollow and Donnelly SF5s

Jan,

I have a question concerning 63-9758 (general questions) and I know Vicky is out for a while. I'm going to give you a call in a little bit to see if you can help me.

Thanks!

Ray

From: Music, Vicky
Sent: Tuesday, April 06, 2010 9:17 AM
To: Andy Waldera

Cc: Spencer, Nick; Williams, Ray
Subject: FW: Quail Hollow and Donnelly SF5s

Whoops...had a 50s-something moment and forgot the attachments...63-21875 is on its way.

Vicky Music

<< File: 63-2103B.pdf >> << File: 63-2103A.pdf >> << File: 63-9758.pdf >> << File: 63-4037.pdf >>

From: Music, Vicky
Sent: Tuesday, April 06, 2010 9:11 AM
To: 'Andy Waldera'
Cc: Spencer, Nick; Williams, Ray
Subject: Quail Hollow and Donnelly SF5s

Hi Andy –

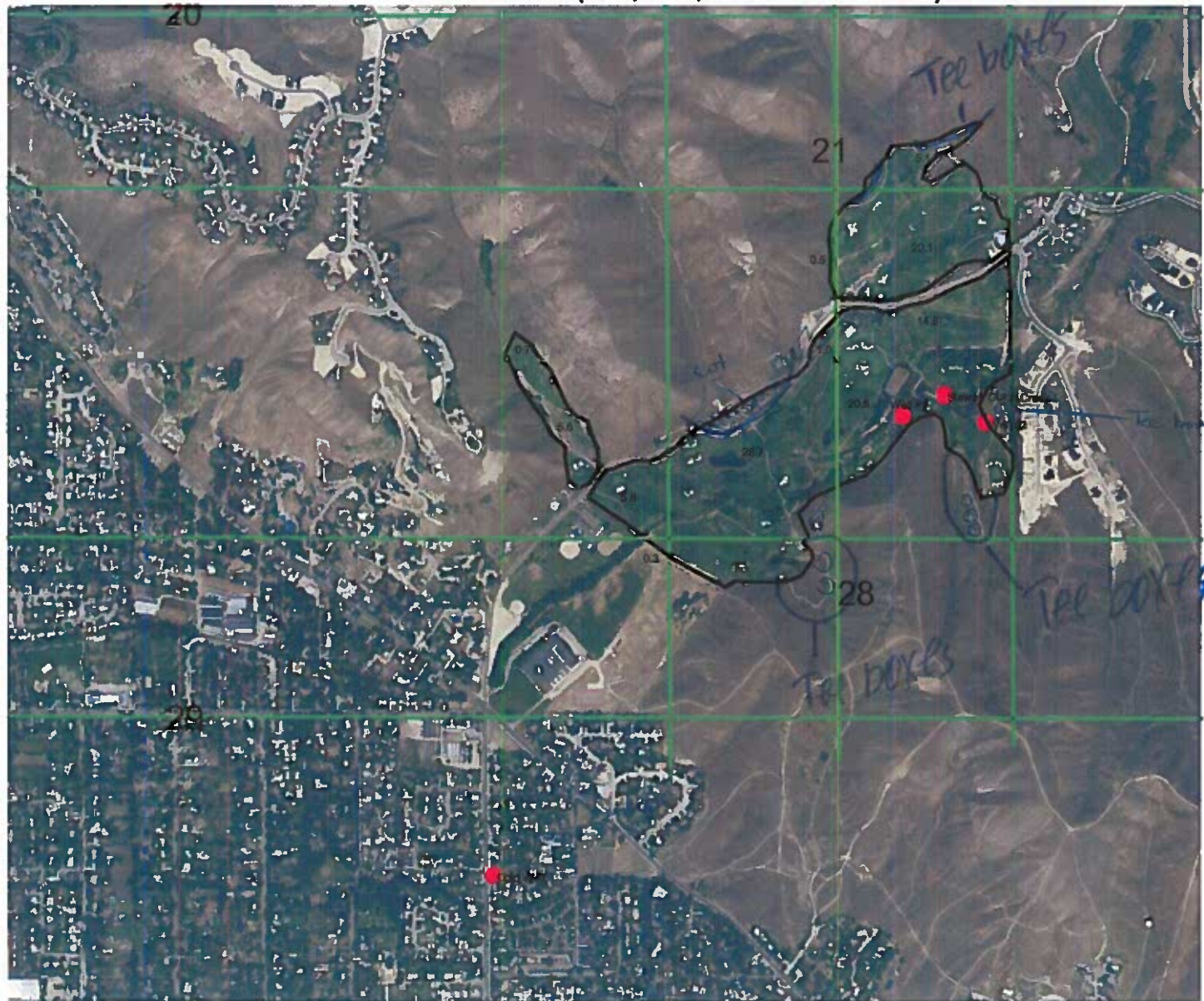
Here are the revised drafts based on our meeting about same. If these are okay, let us know and Ray will prepare the documents and circulate for our signatures and the court. Thank you -

Vicky L. Music
Sr. Water Resource Agent
IDWR/Western Region
2735 Airport Way
Boise, Idaho 83705-5082
(208) 334-2190



Quail Hollow permissible place of use [PPU]: 63-4037, 63-9758 and 63-21875 outlined in blue.

Quail Hollow Golf Course
Place of Use for 63-9758, 63-4037, and 63-21875
(T4N, R2E, sections 21 and 28)



0.25 0 0.25 0.5 Miles

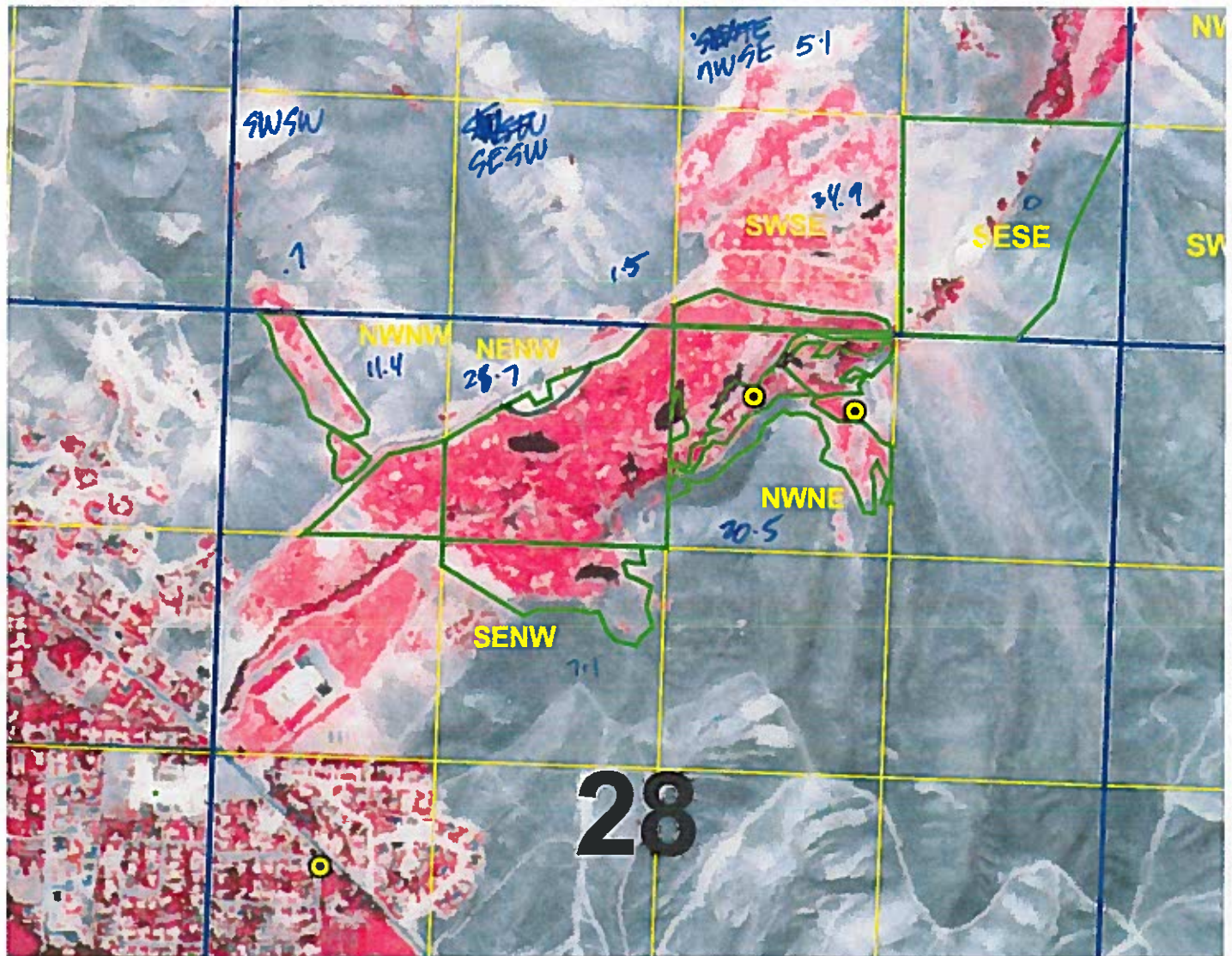
- Irrigation
- POD
- QQ
- Sections





State of Idaho
Idaho Department of Water Resources
Western Region

T4N R2E SECTIONS 21 and 28
Water Right (s): 63-9758



1320 0 1320 2640 Feet

TOTAL IRRIGATED ACRES = 110



GIS Place of Use Illustration
USGS Topographic Map
Prepared By: Vicky Music
Date: August 2006

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

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

RIGHT NUMBER: 63-9758

NAME AND ADDRESS: QUAIL HOLLOW LLC
6553 W PLANTATION DR
GARDEN CITY ID 83714

SOURCE: GROUND WATER Source: Tributary:

QUANTITY: 1.310 CFS
0.000 AFY

~~Right Nos. 63-4037 and 63-9758 are limited to a total combined diversion rate of 1.31 cfs and to a total combined annual diversion volume of 497 AF.~~

The rights listed below are limited to a total combined diversion rate of 1.31 cfs and to a total combined annual diversion volume of 497 AF. Combined Right Nos. 63-4037 and 63-9758.

The rights listed below are limited to a total combined diversion rate of 1.69 cfs. Combined Right Nos.: 63-4037, 63-9758 and 63-21875.

PRIORITY DATE: 03/19/1996

POINT OF DIVERSION:

T04N R02E S28 NWNE
Within ADA County

T04N R02E S28 NWNE
Within ADA County

T04N R02E S28 NWSW
Within ADA County

PURPOSE AND PERIOD OF USE:	Purpose of use	Period of use:	Quantity:
	IRRIGATION	03/15 11/15	1.310 CFS 495.00 AFY
	AESTHETIC	01/01 12/31	2.00 AFY

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

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

PLACE OF USE: IRRIGATION within ADA County

T04N R02E S21 SWSW 0.7

T04N R02E S21 SESW 1.5

T04N R02E S21 NWSE 5.1

T04N R02E S21 SWSE 34.7

~~T04N R02E S21 SWSE 4.0~~

~~T04N R02E S21 SESE 31.0~~

T04N R02E S28 NWNE 20.5

~~T04N R02E S28 NWNE 16.0~~

T04N R02E S28 NENW 28.7

~~T04N R02E S28 NENW 31.0~~

T04N R02E S28 NWNW 11.4

~~T04N R02E S28 NWNW 17.0~~

T04N R02E S28 SWNW 0.3

T04N R02E S28 SENW 7.1

~~T04N R02E S28 SENW 11.0~~

AESTHETIC Same As IRRIGATION

110 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 110 acres in a single irrigation season. Combined Right Nos.: 63-4037, 63-9758 and 63-21875.

Place of use is also known as Quail Hollow Golf Course.

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

Right No. 63-9758 is subject to the conditions of the Amended Preliminary Order in the matter of Application for Transfer 4804.

Failure of the right holder to comply with the conditions of Transfer 4804 is cause for the Director to rescind approval of the transfer.

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

Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 63S.

This right does not grant any right-of-way or easement across the land of another.

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

The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount that can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.

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

Modifications or variance from the license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.

The right holder shall accomplish the change authorized by Transfer 4804 within one (1) year of the date of the approval.

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

RIGHT NUMBER: 63-4037

NAME AND ADDRESS:

QUAIL HOLLOW LLC
6553 W PLANTATION DR
GARDEN CITY ID 83714

BLUEGRASS LLC
4705 N 36TH
BOISE ID 83703

SOURCE:

Source:

Tributary:

GROUND WATER

QUANTITY:

1.000 CFS

231.750 AFY

The rights listed below are limited to a total combined diversion rate of 1.31 cfs and to a total combined annual diversion volume of 497 AF. Combined Right Nos.: 63-4037 and 63-9758.

The rights listed below are limited to a total combined diversion rate of 1.69 cfs. Combined Right Nos.: 63-4037, 63-9758 and 63-21875.

~~Right Nos. 63-4037 and 63-9758 are limited to a total combined diversion rate of 1.31 cfs and to a total combined annual diversion volume of 497 AF.~~

PRIORITY DATE: 04/07/1937

POINT OF DIVERSION:

T04N R02E S28 NWNE
Within ADA County

PURPOSE AND
PERIOD OF USE:

Purpose of use

Period of use:

Quantity:

IRRIGATION

03/01 11/15

1.000 CFS 231.75 AFY

~~Low temperature geothermal water diverted under this right shall not be used for irrigation purposes unless it is first used for heating purposes.~~

PLACE OF USE:

IRRIGATION within ADA County

T04N R02E S21 SWSW 0.7

T04N R02E S21 SESW 1.5

~~T04N R02E S21 SESW 1.3~~

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

T04N R02E S21 NWSE 5.1
T04N R02E S21 SWSE 34.7
T04N R02E S28 NWNE 20.5
T04N R02E S28 NENW 28.7
T04N R02E S28 NWNW 11.4
T04N R02E S28 SWNW 0.3
T04N R02E S28 SENW 7.1

~~T04N R02E S21 SWSE 14.0~~
~~T04N R02E S28 NWNE 15.0~~
~~T04N R02E S28 NENW 5.0~~
~~T04N R02E S28 NWNW 16.2~~

110 ACRES TOTAL

~~51.5 ACRES TOTAL~~

The rights listed below are limited to the irrigation of a combined total of 110 acres in a single irrigation season. Combined Right Nos.: 63-4037, 63-9758 and 63-21875.

This right is limited to the irrigation of 51.1 acres within the place of use described above in a single irrigation season.

~~Right Nos. 63-4037 and 63-21875 are limited to the irrigation of a combined total of 82.7 acres in a single irrigation season.~~

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

Use of water under this water right will be regulated by the watermaster of State Water District No. 63-S.

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 - Beneficial Use

PROPERTY IS ALSO KNOWN AS THE QUAIL HOLLOW GOLF COURSE.

Right no. 63-9758 is also diverted through point of diversion described above.

Music, Vicky

From: Music, Vicky
Sent: Tuesday, April 06, 2010 9:48 AM
To: 'Andy Waldera'
Cc: Spencer, Nick; Williams, Ray
Subject: QH 63-21875 and revised shape

Andy -SF5 for 63-21875 attached as well as the revised shape based on our meeting.

Vicky L. Music
Sr. Water Resource Agent
IDWR/Western Region
2735 Airport Way
Boise, Idaho 83705-5082
(208) 334-2190



63-21875.pdf



QH revised PPU.pdf

Music, Vicky

From: Music, Vicky
Sent: Tuesday, April 06, 2010 9:17 AM
To: 'Andy Waldera'
Cc: Spencer, Nick; Williams, Ray
Subject: FW: Quail Hollow and Donnelly SF5s

Whoops...had a 50s-something moment and forgot the attachments...63-21875 is on its way.

Vicky Music



63-2103B.pdf



63-2103A.pdf



63-9758.pdf



63-4037.pdf

From: Music, Vicky
Sent: Tuesday, April 06, 2010 9:11 AM
To: 'Andy Waldera'
Cc: Spencer, Nick; Williams, Ray
Subject: Quail Hollow and Donnelly SF5s

Hi Andy –

Here are the revised drafts based on our meeting about same. If these are okay, let us know and Ray will prepare the documents and circulate for our signatures and the court. Thank you -

Vicky L. Music
Sr. Water Resource Agent
IDWR/Western Region
2735 Airport Way
Boise, Idaho 83705-5082
(208) 334-2190

Tracking:

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

RIGHT NUMBER: 63-2103B

NAME AND ADDRESS:

BLUEGRASS LLC
4705 N 36TH
BOISE ID 83703
KATHLEEN M DONNELLY
4705 N 36TH
BOISE ID 83703

SOURCE:

Source:

SPRINGS

Tributary:

STEWART GULCH CREEK

QUANTITY:

0.080 CFS ~~0-100 CFS~~

PRIORITY DATE:

06/03/1909

POINT OF DIVERSION:

T04N R02E S21 SWSW
Within ADA County

PURPOSE AND
PERIOD OF USE:

Purpose of use

Period of use:

Quantity:

IRRIGATION

03/01 11/15

0.080 CFS

DOMESTIC

01/01 12/31

0.020 CFS

PLACE OF USE:

IRRIGATION

within ADA County

T04N R02E S28

NENW 0.1

T04N R02E S28

NWNW 4.0

DOMESTIC Same As IRRIGATION

4.1 ACRES TOTAL

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

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

EXPLANATORY MATERIAL:

BASIS OF CLAIM - License

PARCEL NO. R6060420350.

RIGHT NUMBER: 63-2103A

NAME AND ADDRESS: BLUEGRASS LLC
4705 N 36TH
BOISE ID 83703

SOURCE: SPRINGS

TRIBUTARY: STEWART GULCH CREEK

POINT OF
DIVERSION: T04N R02E S21 SWSW Within ADA County

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.020 CFS
Domestic use is for 1 home.		

PLACE OF USE: DOMESTIC in ADA County
T04N R02E S21 SESW

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.

Parcel Nos. R6060420500, R6060420551, R6060420402, R6060420450.

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

RIGHT NUMBER: 63-21875

NAME AND ADDRESS:

QUAIL HOLLOW LLC
6553 W PLANTATION DR
GARDEN CITY ID 83714

~~BLUEGRASS-LLC~~
~~4705 N 36TH~~
~~BOISE ID 83703~~

SOURCE: Source:
STEWART GULCH CREEK

Tributary:
BOISE RIVER

QUANTITY: 0.380 CFS

The rights listed below are limited to a total combined diversion rate of 1.69 cfs.
Combined Right Nos.: 63-4037, 63-9758 and 63-21875.

~~This right when combined with Right Nos. 63-4037 and 63-9758 shall provide~~
~~no more than .02 cfs per acre.~~

PRIORITY DATE: 03/15/1943

POINT OF DIVERSION:

T04N R02E S28 NWNE
Within ADA County

PURPOSE AND PERIOD OF USE:	Purpose of use	Period of use:	Quantity:
	IRRIGATION	03/01 11/15	0.380 CFS

PLACE OF USE: IRRIGATION within ADA County

T04N R02E S21 SWSW 0.7

T04N R02E S21 SESW 1.5

T04N R02E S21 NWSE 5.1

T04N R02E S21 SWSE 34.7

T04N R02E S28 NWNE 20.5

T04N R02E S28 NENW 28.7

T04N R02E S28 NWNW 11.4

T04N R02E S28 SWNW 0.3

T04N R02E S28 SENW 7.1

~~T04N R02E S21 NWSE 1.7~~

~~T04N R02E S21 SWSE 10.0~~

~~T04N R02E S28 NWNE 4.5~~

~~T04N R02E S28 NENW 10.0~~

~~T04N R02E S28 SENW 5.0~~

110 ACRES TOTAL

~~31.2 ACRES TOTAL~~

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

Right Nos. 63-4037, 63- 9758 and 63-21875 are limited to the irrigation of a combined total of 110 acres in a single irrigation season.

This right is limited to the irrigation of 31.2 acres within the place of use described above in a single irrigation season.

~~Right Nos. 63-4037 and 63-21875 are limited to the irrigation of a combined total of 82.7 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 - Beneficial Use

RECEIVED

MAR 20 2008

WATER RESOURCES
WESTERN REGION

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

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

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

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
63-9758	63-9758				

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

3.	Name and Address of Former Owner/Claimant(s)	David E. Hendrickson dba Quail Hollow Golf Course 4520 N. 36th St. Boise, ID 83703
4.	New Owner/Claimant(s)	Quail Hollow, LLC Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
	New Mailing Address	6553 W. Plantation Dr.
	City, State and ZIP Code	Garden City, ID 83714
	New Telephone Number	(208) 344-7807 Email: dhboise1@cableone.net

5. Date you acquired the property October 4, 2007
6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

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

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

7. Signature(s) of New Owner(s) or Claimant(s) David E. Hendrickson
 (title if applicable)
David E. Hendrickson, Quail Hollow, LLC Manager
 (title if applicable)

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

For IDWR Office Use Only:

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

Date 3-20-08
 Date 5-9-08
 Date 5-9-08

Receipt Amt. N/A
 Receipt No.
 WR Date



**ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY FILED EFFECTIVE**

(Instructions on back of application)

07 SEP 18 PM 3:46

- 1. The name of the limited liability company is:**

Quail Hollow LLC

SECRETARY OF STATE
STATE OF IDAHO

- 2. The street address of the initial registered office is:**

6553 W. Plantation Drive, Garden City, ID 83714

and the name of the initial registered agent at the above address is:

David E. Hendrickson

- 3. The mailing address for future correspondence is:**

6553 W. Plantation Drive, Garden City, ID 83714

- 4. The limited liability company will be:**

Manager-managed ☒ or Member-managed ☐ (please check the appropriate box)

5. If manager-managed, list the name(s) and address(es) of at least one initial manager. If member-managed, list the name(s) and address(es) of at least one initial member.

Name _____

Address

David E. Hendrickson

6553 W. Plantation Dr., Garden City, ID 83714

- 6. Signature of at least one person responsible for forming the limited liability company:**

Signature:

Typed Name: David E. Hendrickson

Capacity: Manager

Signature

Typed Name:

Capacity:

Secretary of State use only

IDAHO SECRETARY OF STATE
09/18/2007 05:00
CK: 36757 CT: 186586 RH: 1876259
1 @ 100.00 = 100.00 ORGAN LLC 12

reception.mllc@unitedorganization.pmd
 Received: 03/2007

Web Forms

W66785

Moffatt Thomas

MOFFATT THOMAS BARRETT ROCK & FIELDS, CHTD.

Boise
Idaho Falls
Pocatello
Twin Falls

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

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

Jason G. Murray
Mark C. Peterson
Andrew J. Waldera
Tyler J. Anderson
Dylan B. Lawrence
Russell G. Metcalf
Benjamin C. Ritchie
Rebecca A. Rainey
Robert E. Bakes, *of counsel*
Morgan W. Richards, *of counsel*
Willis C. Moffatt, 1907-1980
Kirk R. Helvie, 1956-2003

October 31, 2006

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

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

RECEIVED

NOV 01 2006

WATER RESOURCES
WESTERN REGION

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

Re: Water Right No. 63-09758 in the Name of David Hendrickson
MTBR&F File No. 22567.0

Dear Idaho Water Resources:

Enclosed please find the original and one copy of a Notice of Error Reply form for water right 63-09758, which we are submitting on behalf of our client, Dave Hendrickson. Please file the original, receive-stamp the copy, and return it in the enclosed self-addressed, stamped envelope.

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

Very truly yours,


Scott L. Campbell

SLC/tmh

Enclosure

cc: Robert Donnelly (w/encl.)
David Hendrickson (w/encl.)



NOTICE OF ERROR

REPLY

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: October 31, 2006

Water right number: 63-9758

DAVID HENDRICKSON
DBA QUAIL HOLLOW GOLF COURSE
4520 N 36TH ST
BOISE ID 83703
Telephone Number: (208) 344-7807

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

Name and Address; Point of Diversion; Period of Use; Place of Use

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

Name and Address: Correct spelling of claimant's last name Hendrickson.

Point of Diversion: The points of diversion should be identified by quarter quarter quarter section, as follows:

TWP	RNG	SEC	1/4 of	1/4 of	1/4	County
4N	2E	28	NW	NW	NE	Ada
			NE	NW	NE	Ada
				NW	SW	Ada

Period of Use: The following remark should be removed, "The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right."

Place of Use: Correct the place of use to include and correctly identify the entire claimed 110.2 acre permissible place of use, as follows:

TWP	RNG	SEC	1/4 of	1/4	Lot	Acres
4N	2E	21	SW	SE		34.9
			NW	SE		5.1

TWP	RNG	SEC	1/4 of	1/4	Lot	Acres
			SW	SW		0.7
			SE	SW		1.5
4N	2E	28	NW	NE		20.5
			NE	NW		28.7
			NW	NW		11.4
			SW	NW		0.3
			SE	NW		7.1
Total						110.2

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

Name and Address: Claimant's last name is spelled Hendrickson rather than Hendricksen.

Point of Diversion: The points of diversion should be identified by quarter quarter quarter section for clarity.

Period of Use: There is no basis for inclusion of the remark.

Place of Use: The recommended place of use does not accurately describe the actual place of use under this water right as claimed and as identified on the map submitted with the claim.

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

DATE: 10/31/06 SIGNATURE: 

Please print your name: Scott L. Campbell
Moffatt, Thomas, Barrett, Rock & Fields, Chartered
PO Box 8729
Boise, Idaho 83701

Counsel of record for David Hendrickson

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 4804
WATER RIGHT NO. 63-09758

This is to certify that: DAVID HENDRICKSON
DBA QUAIL HOLLOW GOLF COURSE
4520 N 36TH ST
BOISE ID 83703

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

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	1.31 CFS	495.0 AF
AESTHETIC	01/01 to 12/31		2.0 AF
	Totals	1.31 CFS	497.0 AF

SOURCE
GROUNDWATER

Priority: 06/30/1981

LOCATION OF POINT(S) OF DIVERSION:

NWNE , Sec. 28, Township 04N, Range 02E
NWSW , Sec. 28, Township 04N, Range 02E
ADA County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
04N	02E	21	SWSE 4	SESE 31		35
		28	NWNE 16	NENW 31	NWNW 17	
			SENE 11			75
				Total number of acres irrigated:		110

PLACE OF USE: AESTHETIC, same as IRRIGATION use

CONDITIONS OF APPROVAL AND REMARKS

Right No. 63-09758 is subject to the conditions of the Amended Preliminary Order in the matter of Application for Transfer 4804.

Dated this 14th day of May, 1998.

J. Allen Saxton
Chief, Water Allocation Bureau

— THIS IS REVISED APPL., REPLACE ORIGINAL

PART 1

*

6. General Information:

a. Description of diversion system Drilled well to 90', submersible turbine pump, pipeline to ponds on Quail Hollow Golf Course.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? N/A Yes _____ 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:

N/A

d. Remarks:

Due to curtailment of irrigation supplies from the existing system, QHGC seeks to add a new P/D in the non thermal system. Priority of the new well is recognized to be junior to adjacent rights in the non thermal system. Applicant believes the addition of the new well will assist sustainment of the thermal system.

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 _____.

MICROFILMED

AUG 9 6 1999

*Also corrects location of 2 hot wells **
-76
-82

System Description (continued)

3. Narrative: Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

Two wells pumping to ponds, rel. ft. from ponds to sprinkler system

Well #1 - HP unknown - put in several years ago

Well #2 - 30 HP submersible

Relift #1 - one 30 HP two 25 HP turbine pumps

☐ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
1	-	-	-	Submersible	6"
2	Berkely	30	-	Submersible	4"

*Code to correspond with No. on map and aerial photo

5. Point(s) of Diversion:

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
1		SW	SE	21	4N	2E	Ada	map / field	
2		NW	NE	28	4N	2E	Ada	map / field	

6. Place(s) of Use:

Indicate Method of Determination

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
4N	2E	21															4	31	35
		28		16			31	17	11										75
																			110

Do not use this space

FEB 24 1994

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Budger meter	impeller	Budger	MDM-8	10646708	8"	1982

2. Measurements:

335 gpm measured with Budger meter (8") and stop watch
255 gpm measured with Budger meter (8") and stop watch

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

2. Alternate Method for Checking Purposes:

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3) ; Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (8)

Panel Input HP: (8) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 495$

$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 636$

$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 495$

2. Volume Calculations for Other Uses:

2 ac ft - aesthetics

FEB 24 1994

H. REMARKS AND OVERLAP REVIEW ANALYSIS

Data is sketchy on the system. Pump data is not available on well #1 and acreage levels are difficult to calculate due to the very small scale of the aerial photos of the area and the limitations of topographic maps. Acreage was calculated as best possible from the as built diagram of the sprinkler system. No aerial photos were found showing the developed golf course

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Irrigation	3/15	11/15	1.31	495
Aesthetics	3/15	11/15		2
Totals:			1.31	497

2. Recommended Amendments

☒ Change P.D. as reflected above

☐ Add P.D. as reflected above

☐ None

☐ Change P.U. as reflected above

☐ Add P.U. as reflected above

J. AUTHENTICATION

Field Examiner's Name

Sherl L. Chapman

Signature

Sherl L. Chapman

Certification Date

2/12/89

Field Report Preparation Date

5/30/89



K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

FEB 24 1994

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF APPLICATION)	AMENDED
FOR TRANSFER OF LICENSE NO.)	PRELIMINARY ORDER
63-09758, (TRANSFER NO. 4804 IN)	
THE NAME OF DAVID)	
HENDRICKSON, dba QUAIL)	
HOLLOW GOLF COURSE.)	
_____)	

On, April 17, 1998, a pre-hearing conference was conducted regarding protests to application for transfer no. 4804. The pre-hearing conference was attended by the applicant, David Hendrickson (Quail Hollow), and his attorney, Scott Campbell. Protestants Terteling Trust #7 and The Terteling Co. appeared by and through their attorney, William D. Collins. Michael Creamer attended representing a non-protesting, interested party, Vancroft Corp. John Homan, Deputy Attorney General, also attended. This preliminary order is issued as a result of the prehearing conference.

The application for transfer was protested by the following parties: Glen Wersch & Ellen Jones, Vicki Jones, The Simplot Co., Crane Creek Country Club, The Terteling Co., Inc. and Terteling Trust #7.

The protest of Vicki Jones was dismissed by default order for failure to appear at a conference conducted by the Idaho Department of Water Resources (IDWR).

Glen Wersch and Ellen Jones agreed to withdraw their protest pursuant to an agreement dated June 5, 1996. The agreement required the construction of a pipeline from the new cold water well constructed by Quail Hollow to the Wersch & Jones property located on 36th Street. A pipeline was constructed to provide water for irrigation at the residence on 36th Street but will only be used if Quail Hollow's cold water well causes interference with an existing well owned by Wersch & Jones.

Glen Wersch filed adjudication claim no. A63-17621 in the Snake River Basin Adjudication (SRBA). Wersch claims the right to divert 0.57 cfs for domestic use in one home and irrigation of a lawn associated with the home. The claim describes two wells, a six inch diameter well that provides domestic water to the house and an eight inch diameter well that provides irrigation water for the lawn and yard. This preliminary order does not confirm the validity of claim no. A63-17621, nor does it authorize diversion of water from the Quail Hollow cold water well to the Wersch & Jones property. Authorization for use of the Quail Hollow cold water well by Wersch & Jones, if necessary, must be obtained separately.

The agreement also required monitoring of the domestic well owned by Wersch & Jones during 1996 and an evaluation of the monitoring in the spring of 1997. Finally, the agreement stated that the protest would be withdrawn within five days of the date of the agreement. The protest was not expressly withdrawn as contemplated by the agreement. Nonetheless, the parties have acted as if the protest is resolved. The conditions of the agreement will be incorporated into this decision with some date changes. Water was not diverted from Quail Hollow's cold water well to the golf course during 1996. IDWR is uncertain whether water was diverted from the Quail Hollow cold water well in 1997, and whether the Wersch & Jones water levels were monitored in 1997. If not, IDWR will require monitoring of the Wersch & Jones domestic well water levels in 1998 during times when Quail Hollow's cold water well is pumped. IDWR may require additional monitoring, if necessary, to determine the effect of pumping on other rights.

The J. R. Simplot Co., Crane Creek County Club, The Terteling Co., and Terteling Trust #7 stipulated to withdraw their protests by written agreement. This decision refers generally to the agreements but does not adopt the language of the agreements as conditions of approval. The agreements are viewed as contracts between the parties.

Finally, the parties agreed that, upon issuance of a preliminary order, Quail Hollow would immediately begin diverting water from the cold water well.

ORDER

IT IS ORDERED that Application for Transfer No. 4808 is **APPROVED**, subject to the following conditions:

1. If water levels were not monitored during 1997, the water right holder shall monitor water levels in a domestic well owned by Glen Wersch and Ellen Jones during 1998 to determine the impact of pumping from the water right holder's cold water well located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 28, Township 04N, Range 02E, B.M. A report of either the 1997 or 1998 monitoring results and conclusions shall be submitted to IDWR and Wersch & Jones.
2. IDWR may require monitoring of ground water levels during future years if IDWR determines that monitoring is necessary to protect water rights.
3. The water right holder shall construct a water supply line from the cold water well to the Wersch & Jones property to supply irrigation water if the water right holder's well causes ground water level declines that prevent Wersch & Jones from irrigating their property.
4. This approval does not confirm adjudication claim no. A63-17621, nor does it grant to Wersch & Jones the right to divert and beneficially use water from the Quail Hollow cold water well.

5. For purposes of administration of water rights within the cold water aquifer, water right no. 63-09758 will assume a priority date of March 19, 1996.

6. Diversion of water from the two low temperature geothermal wells located in the NW¼NE¼ of Section 28, T04N, R02E, B.M., shall be regulated by the watermaster of State Water District No. 63S.

7. Approval of this application for transfer does not waive the right of the protestants to object to claims of water rights filed in the Snake River Basin Adjudication describing points of diversion also described by water right no. 63-09758. Approval does not foreclose IDWR's opportunity to review water right no. 63-09758 in the Snake River Basin Adjudication.

8. Diversion from the approved points of diversion shall not exceed 1.31 cfs under water right no. 63-09758. Approval of this transfer does not affect any other water rights diverted from the points of diversion.

9. Without any waiver or forfeiture of existing rights, the water right holder shall utilize the new cold water source as its first source of irrigation water so long as it is reasonably available. Water is not reasonably available to the water right holder if the use of the cold water source is interrupted, restricted, prohibited or limited by any actions or events beyond the control of the applicant. Water diverted under water right no. 63-09758 from the low-temperature geothermal source may also be used provided the use is in conformance with water right no. 63-09758 and pumping of the water is not prohibited by the watermaster for Water District no. 63-S.

10. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

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

12. Prior to diversion of water under this approval, the right holder shall provide a means of measurement and lockable controlling works from all authorized points of diversion that is acceptable to the watermaster and will provide suitable control of the diversions.

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

14. Use of water under this right may be affected by an agreement between the protestant and the right holder.

IT IS FURTHER ORDERED that this order will become a final order without further action unless the Director decides to review it pursuant to Idaho Code § 67-05245, or the parties petition for reconsideration or appeal pursuant to Rule 730 of IDWR's Rules of Procedure.

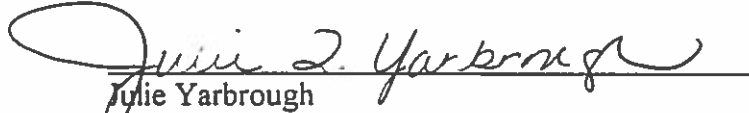
IT IS FURTHER ORDERED that the water user may immediately begin diverting water from the cold water well located in the NW¼SW¼ of Section 28, Township 04N, Range 02E, B.M. and may continue to divert water pursuant to this approval unless directed otherwise by IDWR.

DATED this 14th day of May, 1998.

for 
GARY SPACKMAN
Hearing Officer

CERTIFICATE OF MAILING

I certify that on the 21st day of May, 1998, I mailed a true and correct copy, postage prepaid, of this document to the applicants and protestants listed below.


Julie Yarbrough

DAVID HENDRICKSON
DBA QUAIL HOLLOW GOLF COURSE
4520 N 36TH ST
BOISE ID 83703

GLEN WERSCH
ELLEN JONES
PO BOX 3113
BOISE ID 83701-2773

TERTELING TRUST #7
C/O WILLIAM D COLLINS
PO BOX 2836
BOISE ID 83701-2836

CRANE CREEK COUNTRY CLUB
C/O D A STEENSON
PO BOX 2773
BOISE ID 83701-2773

JOHN HOMAN
ID DEPT OF WATER RESOURCES
1301 N ORCHARD
BOISE ID 83706

J R SIMPLOT
C/O VIC CONRAD
PO BOX 27
BOISE ID 83703-0027

SHERL CHAPMAN
410 S ORCHARD STE 144
BOISE ID 83705

SCOTT CAMPBELL
ELAM & BURKE
PO BOX 1539
BOISE ID 83702

MICHAEL CREAMER
GIVENS PURSLEY & HUNTLEY
PO BOX 2720
BOISE ID 83701

RECEIVED
MAR 27 2007
DEPARTMENT OF
WATER RESOURCES

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

In Re SRBA

Case No. 39576

A. Subcase 63-09758

(Insert water right number
From the Objection Form)

STANDARD FORM 2
RESPONSE TO OBJECTION

Please print or type the following information:

B. NAME AND ADDRESS OF PERSON RESPONDING

Name: Bluegrass, LLC and David Hendrickson

Address: 4705 N. 36th Street

Boise, Idaho 83703

Daytime Phone: 208-344-7807

Name & Address of Attorney, if any:

Scott Campbell & Andrew Waldera
Moffatt Thomas Barrett Rock & Fields
PO Box 827
Boise, Idaho 83701

C. NAME AND ADDRESS OF PERSON WHO FILED THE OBJECTION TO
WHICH YOU ARE RESPONDING

Name: Edwards Family LLC

Address: 4106 Sand Creek Street

Boise, Idaho 83703

D. I am responding to the objections to the following elements. (Please check the appropriate box(es)).

1. ☒ Name and Address
2. ☒ Source
3. ☒ Quantity
4. ☒ Priority Date
5. ☒ Point(s) of Diversion
6. ☐ Instream Flow Description
7. ☒ Purpose(s) of Use
8. ☒ Period of Year
9. ☒ Place of Use
11. Recommendation

- ☒ This water right should not exist.
- ☐ This water right was not recommended, but should be recommended with the elements described above.

E. VERIFICATION (Must be Completed)

State of Idaho)
)ss.
County of Ada)

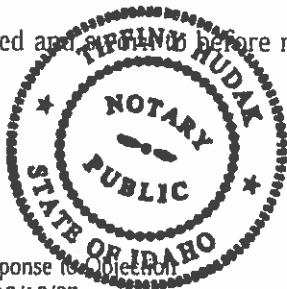
Andrew Waldera, duly sworn, upon oath, deposes and says:
(Name of person filing response)

That I am the party/claimant filing this response as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant responding and that I have read this response, know its contents and believe that the statements are true to the best of my knowledge.

(Signature of person filing response)

(Attorney signing in representative capacity)

Subscribed and sworn to before me on: 3-23-07



T. R. Hudak
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 9/16/09

INSTRUCTIONS FOR MAILING

You must mail the response, including all attachments, to the Clerk of the Court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

F. CERTIFICATE OF MAILING

I certify that on March 23, 2007, I mailed the original and copies of this response, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

Name: Bluegrass, LLC
Address: 4705 N. 36th Street, Boise, Idaho 83703

3. One copy to the party who filed the objection at the following address:

Name: Edwards Family LLC
Address: 4106 Sand Creek Street, Boise, Idaho 83703

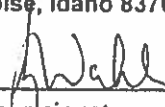
4. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
PO Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment & Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724

Dana Hofstetter
Hofstetter Law Office, LLC
608 W. Franklin Street
Boise, Idaho 83702


Your signature or signature of attorney
mailing on your behalf

RECEIVED

MAR 07 2007

DEPARTMENT OF
WATER RESOURCES

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

In Re SRBA

Case 39576

A. Subcase 63-9758

(Insert water right number)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Edwards Family LLC

Address: 4106 Sand Creek Street

Boise, Idaho 83703

Daytime Phone: 208-342-7548

Name & Address of Attorney, if any:

Dana Hofstetter

Hofstetter Law Office, LLC

608 West Franklin Street

Boise, Idaho 83702

208-424-7800

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: David Hendricksen

Address: DBA Quail Hollow Golf Course

4520 N 36th Street

Boise, Idaho 83703

D. I object to the following elements as recommended in the Director's Report.
(Please check the appropriate box(es)):

1. ☒ **Name and Address**
Should be: See Section E
2. ☒ **Source**
Should be: See Section E
3. ☒ **Quantity**
Should be: See Section E
4. ☒ **Priority Date**
Should be: See Section E
5. ☒ **Point of Diversion**
Should be: See Section E
6. ☐ **Instream Flow Beginning and Ending Point**
Should be: _____
7. ☒ **Purpose(s) of Use**
Should be: See Section E
8. ☒ **Period of Year**
Should be: See Section E
9. ☒ **Place of Use**
Should be: See Section E
10. **I object because:**
 - ☒ This water right should not exist.
 - ☐ This water right was not recommended, but should be recommended with the elements described above.

E. **REASONS SUPPORTING OBJECTION(S):** To the extent that this water right authorizes the diversion or use of water from the Stewart Gulch Geothermal Aquifer it should not exist pursuant to *Silkey v. Tiegs*. Otherwise, the following provision should be listed under "Other Provisions Necessary for Definition or Administration of this Water Right:" The diversion and use of geothermal water is not authorized under this right.

F.

VERIFICATION (Must be Completed)

State of Idaho)
) ss.
County of Ada)

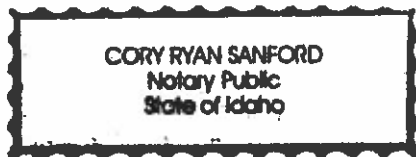
Dana L. Hofstetter duly sworn, upon oath, deposes and says:
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

Signature of person filing objection

Dana Hofstetter
Attorney signing in representative capacity

Subscribed and sworn to before me on: 03/05/07



[Signature]
Notary Public for the State of Idaho
Residing at: US BANK BOISE, ID
My Commission expires: 06/20/12

INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the Court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on March 6th, 2007, I filed the original with the SRBA Court and mailed copies of this Objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court (*via U.S. Mail*)
Snake River Basin Adjudication
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

Name: David Hendricksen
Address: DBA Quail Hollow Golf Course
4520 N. 36th Street
Boise, Idaho 83703

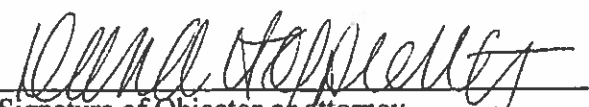
Andrew Waldera
Moffatt Thomas
P.O. Box 829
Boise, Idaho 83701-0829

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment and Natural Resources Division
550 West Fort Street, MCS 033
Boise, ID 83724



Signature of Objector of attorney
mailing on Objector's behalf

09/01/2006

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

RIGHT NUMBER: 63-9758

NAME AND ADDRESS: DAVID HENDRICKSEN
DBA QUAIL HOLLOW GOLF COURSE
4520 N 36TH ST
BOISE ID 83703

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.310 CFS

Right Nos. 63-4037 and 63-9758 are limited to a total combined diversion rate of 1.31 cfs and to a total combined annual diversion volume of 497 AF.

PRIORITY DATE: 03/19/1996

POINT OF DIVERSION:

T04N R02E S28 NWNE Within ADA County

T04N R02E S28 NWNE Within ADA County

T04N R02E S28 NWSW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	1.310 CFS 495.00 AFY
AESTHETIC	01/01 12/31	2.00 AFY

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

PLACE OF USE: IRRIGATION Within ADA County

T04N R02E S21	SWSE	4.00	T04N R02E S21	SESE	31.00
T04N R02E S28	NWNE	16.00	T04N R02E S28	NENW	31.00
T04N R02E S28	NWNW	17.00	T04N R02E S28	SENW	11.00

AESTHETIC same as IRRIGATION

110 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 110 acres in a single irrigation season. Combined Right Nos.: 63-4037, 63-9758 and 63-21875.

Place of use is also known as Quail Hollow Golf Course.

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

Right No. 63-9758 is subject to the conditions of the Amended Preliminary Order in the matter of Application for Transfer 4804.

Failure of the right holder to comply with the conditions of Transfer 4804 is cause for the Director to rescind approval of the transfer.

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

09/01/2006

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

The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount that can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.

Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 63S.

The right holder shall accomplish the change authorized by Transfer 4804 within one (1) year of the date of the approval.

This right does not grant any right-of-way or easement across the land of another.

Modifications or variance from the license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.

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

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-9758 V1

WATER RIGHT NUMBER: 63-9758 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DAVID HENDRICKSEN DBA QUAIL HOLLOW GOLF COURSE 4520 N 36TH ST BOISE, ID 83703 (208)344-7807
Original Owner	L T & L INC PO BOX 108 WHITE BIRD, ID 83554 (208)839-2356
Attorney	SCOTT L CAMPBELL MOFFATT THOMAS BARRETT ROCK & FIELDS CHTD PO BOX 829 BOISE, ID 83701-0829 (208) 345-2000

Priority Date: 03/19/1996

Basis: License

Status: Active

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

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	1.310 CFS	495.00 AF
AESTHETIC	01/01 to 12/31		2.00 AF
	<u>Total Diversion:</u>	1.310 CFS	

Location of Point(s) of Diversion

GROUND WATER	NW1/4NE1/4	Sec. 28, Twp 04N, Rge 02E, B.M.
ADA County		
GROUND WATER	NW1/4NE1/4	Sec. 28, Twp 04N, Rge 02E, B.M.
ADA County		
GROUND WATER	NW1/4SW1/4	Sec. 28, Twp 04N, Rge 02E, B.M.
ADA County		

Place of UseIRRIGATION Within ADA County

T04N R02E S21	SWSE	4.0	T04N R02E S21	SESE	31.0
T04N R02E S28	NWNE	16.0	T04N R02E S28	NENW	31.0
T04N R02E S28	NWNW	17.0	T04N R02E S28	SENE	11.0

Total Acres: 110

AESTHETIC same as IRRIGATION

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-9758 V1

Conditions of Approval:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount that can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. Right No. 63-9758 is subject to the conditions of the Amended Preliminary Order in the matter of Application for Transfer 4804.
3. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 63S.
4. E60 Right Nos. 63-4037 and 63-9758 are limited to a total combined diversion rate of 1.31 cfs and to a total combined annual diversion volume of 497 AF.
5. E56 The rights listed below are limited to the irrigation of a combined total of 110 acres in a single irrigation season. Combined Right Nos.: 63-4037, 63-9758 and 63-21875.
6. T07 The right holder shall accomplish the change authorized by Transfer 4804 within one (1) year of the date of the approval.
7. J01 Place of use is also known as Quail Hollow Golf Course.
8. 004 This right does not grant any right-of-way or easement across the land of another.
9. T08 Failure of the right holder to comply with the conditions of Transfer 4804 is cause for the Director to rescind approval of the transfer.
10. S39 The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
11. Modifications or variance from the license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
12. R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
13. C18 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.

Remarks:Comments:

1. vmusic 9/1/2006 RECOMMENDATION
Comment: RECOMMENDED PER TRANSFER 4804 AND LICENSE.

2. vmusic 9/1/2006 CLAIM
Comment: MOVED ACRES. SEE MEMO IN CLAIM FILE. TRANSFER NEEDED TO MOVE ACRES AS CLAIMED.

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Contacts	9/1/2006 12:52:09 PM	vmusic			Active
Priority Date	9/1/2006 12:52:35 PM	vmusic			Active
POD	9/1/2006 12:54:14 PM	vmusic			Active

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-9758 V1

Source	9/1/2006 1:11:06 PM	vmusic	Active
POU	9/1/2006 1:11:41 PM	vmusic	Active
Use	9/1/2006 1:22:51 PM	vmusic	Active
Season	9/1/2006 1:23:14 PM	vmusic	Active
Quantity	9/1/2006 1:23:38 PM	vmusic	Active
Summary	09/01/2006	vmusic	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
Contacts	9/1/2006 12:52:09 PM	vmusic	(No) 1. Do you want to schedule an appointment?
			Comment for 1: DESKTOP REVIEW
POD	9/1/2006 12:54:14 PM	vmusic	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file? (Yes) 10. Is a POD remark and/or condition required?
POD	9/1/2006 12:58:33 PM	vmusic	Updated shape
POD	9/1/2006 12:57:37 PM	vmusic	Updated shape
POD	9/1/2006 1:03:30 PM	vmusic	Updated shape
POU	9/1/2006 1:15:20 PM	vmusic	Updated shape for Active POU
General	9/1/2006 12:52:35 PM	vmusic	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (No) 6. Did the Claimant claim the decreed or licensed Priority Date ? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?
Source	9/1/2006 1:11:06 PM	vmusic	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a source? (Yes) 5. Can the claimed source be verified using the water right file? (No) 11. Is a Source remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-9758 V1

POU	9/1/2006 1:11:41 PM	vmusic	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (Yes) 6. Can the claimed POU be verified using the water right file? (Yes) 14. Is a POU remark and/or condition required?
Use	9/1/2006 1:22:51 PM	vmusic	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file? (Yes) 13. Is a Purpose of Use remark and/or condition required?
Season	9/1/2006 1:23:14 PM	vmusic	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a Period of Use? (Yes) 5. Can the claimed Period of Use be verified using the water right file? (Yes) 14. Is irrigation claimed as a Purpose of Use? (Yes) 16. Is the Period of Use on the decree, license or transfer shorter on either the start date or end date than allowable under current IDWR standards? (No) 17. Was the Period of Use shortened by a Transfer to a standard Period of Use that is shorter than the current standard Period of Use? (Yes) 18. Is a Period of Use remark and/or condition required?
Quantity	9/1/2006 1:23:38 PM	vmusic	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a diversion rate and/or volume? (Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file? (Yes) 8. Does the parent right have an annual diversion volume limit? (Yes) 10. Is a irrigation a purpose of use? (Yes) 12. Is a Quantity remark or condition required? Description for Question 10 - SEE LICENSING EXAM

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-9758 V1

Summary	9/1/2006 2:21:51 PM	vmusic	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (Yes) 5. Does this right have any combined use limits with other rights? (Yes) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?
---------	---------------------	--------	---

Water Supply Bank:

Moffatt Thomas

MOFFATT THOMAS BARRETT ROCK & FIELDS, CHTD.

Boise
Idaho Falls
Pocatello
Twin Falls

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

Michael E. Thomas
Patricia M. Olsson
Bradley J. Williams
Lee Radford
Michael O. Roe
David S. Jensen
James L. Martin
C. Clayton Gill
David P. Gardner
John O. Fitzgerald, II
Julian E. Gabiola
Angela Schaer Kaufmann
Michael W. McGreaham
Paul D. McFarlane
Kimberly D. Evans Ross
Jon A. Sienquist

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

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

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

August 10, 2006

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

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

RECEIVED

AUG 11 2006

WATER RESOURCES
WESTERN REGION

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

**Re: Adjudication Claim in the Name of David Hendrickson
for Water Right No. 63-09758**
MTBR&F File No. 22567.0

Dear Idaho Water Resources:

Enclosed for filing please find an original and one copy of Snake River Basin Adjudication Notices of Claim for water right no. 63-09758, in the name of David Hendrickson. Also enclosed is the requisite filing fee in the amount of \$320.00 (1 notice of claim at \$100 per claim, plus 110.2 acres (rounded up to 111 acres) at \$2 per acre, equals a total of \$322). Please file the original, receive-stamp the copy, and return it to me.

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

Sincerely,



Tiffany M. Hudak
Paralegal

/tmh

Enclosure

cc: Robert Donnelly (w/encl.)
David Hendrickson (w/encl.)

MEMORANDUM TO CLAIM FILE

TO: CLAIM FILE NOS. 63-9758
FROM: VICKY L MUSIC, SR WATER RESOURCE AGENT, IDWR / WESTERN REGION
SUBJECT: CLAIM ANALYSIS
DATE: 9/1/2006
CC:

This claim was filed recently by Quail Hollow Golf Course for a licensed right. The b/u licensing field exam was conducted 5/30/1989. So, though the priority date of the right was originally licensed as 6/30/1981, and an Amended Preliminary Order advanced the priority date to 3/19/1996, it was not necessary to file an SRBA claim. Dave Hendricksen inquired about this during one of our conversations this spring 2006 about the other golf course rights and I told him it did not need to be claimed.

Application for Transfer no. 4804 was made 5/30/1989 and approved 5/14/1998. The transfer application sought to add a POD and correct the POD locations for the hot water wells. Protests to the transfer were filed and were resolved by advancing the priority date from 1981 to 1996 and administering the right per Amended Preliminary Order issued by IDWR in 1998.

The SRBA claim differs from the licensed and transferred right in the POU claimed. The claim moves acres around in sections 21 and 28. The most significant move is not claiming the 31 acres licensed in the SESE S 21, which is currently the site of Arrowhead Canyon and Medicine Creek Subdivisions, as well as Boise City Parks and Rec land. Quail Hollow or Donnelly/ Bluegrass LLC does not own any property in this QQ. Instead, 34.9 acres were claimed in the QQ to the west, SWSE S 21 where 4 acres were licensed. Bluegrass LLC, the golf course lesser, owns this entire QQ.

I reviewed the license file to see what may have happened with this QQ. The license application form included 40 acres in the SWSE and no acres in the SESE. The map accompanying the application corresponds with the application. A permit amendment was approved in 1993 and this is where the acres in the SESE first appear. Mr Hendricksen signed the permit amendment application, which changes the POD locations and amends acres in S 21 from the SWSE from 40 to 4 acres and in the SESE from 0 to 31. From this point, the acres in the SESE are licensed and remain unchanged in the transfer.

I will recommend the right as licensed, though it is impossible to do an accurate Arcview layout with the licensed acres. If the claimant wants to move the acres from the SESE S 21 to the SWSE S 21, a transfer is needed.

VLM

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-9758

WATER RIGHT NUMBER: 63-9758

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DAVID HENDRICKSEN DBA QUAIL HOLLOW GOLF COURSE 4520 N 36TH ST BOISE, ID 83703 (208)344-7807
Original Owner	L T & L INC PO BOX 108 WHITE BIRD, ID 83554 (208)839-2356

Priority Date: 06/30/1981

Basis: License

Status: Active

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	1.310 CFS	495.00 AF
AESTHETIC	1/01 to 12/31		2.00 AF
	<u>Total Diversion:</u>	1.310 CFS	497.00 AF

Location of Point(s) of Diversion

GROUND WATER	NW1/4NE1/4	Sec. 28, Twp 04N, Rge 02E, B.M.
ADA County		
GROUND WATER	NW1/4SW1/4	Sec. 28, Twp 04N, Rge 02E, B.M.
ADA County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	02E	21															4.0	31.0	35.0
04N	02E	28		16.0			31.0	17.0	11.0										75.0

Total Acres: 110

AESTHETIC same as IRRIGATIONConditions of Approval:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-9758

1. If water levels were not monitored during 1997, the water right holder shall monitor water levels in a domestic well owned by Glen Wersch and Ellen Jones during 1998 to determine the impact of pumping from the water right holder's cold water well located in the NWSW, S28, T04N, R02E, B.M. A report of either the 1997 or 1998 monitoring results and conclusions shall be submitted to IDWR and Wersch & Jones.
IDWR may require monitoring of ground water levels Groundwater during future years if IDWR determines that monitoring is necessary to protect water rights.
The water right holder shall construct a water supply line from the cold water well to the Wersch & Jones property to supply irrigation water if the water right holder's well causes groundwater level declines that prevent Wersch & Jones from irrigating their property.
This approval does not confirm Adjudication Claim No. A63-17621, nor does it grant to Wersch & Jones the right to divert and beneficially use water from the Quail Hollow cold water well.
For purposes of administration of water rights within the cold water aquifer, Water Right No. 63-09758 will assume a priority date of March 19, 1996.
Diversion of water from the two low temperature geothermal wells located in the NWNE of S28, T04N, R02E, B.M., shall be regulated by the watermaster of State Water District No. 63S.
Approval of this application for transfer does not waive the right of the protestants to object to claims of water rights filed in the Snake River Basin Adjudication describing points of diversion also described by Water Right No. 63-09758. Approval does not foreclose IDWR's opportunity to review Water Right No. 63-09758 in the Snake River Basin Adjudication.
Diversion from the approved points of diversion shall not exceed 1.31 cfs under Water Right 63-09758. Approval of this transfer does not affect any other water rights diverted from the points of diversion.
Without any waiver or forfeiture of existing rights, the water right holder shall utilize the new cold water source as its first source of irrigation water so long as it is reasonably available. Water is not reasonably available to the water right holder if the use of the cold water source is interrupted, restricted, prohibited or limited by any actions or events beyond the control of the applicant. Water diverted under Water Right No. 63-09758 from the low-temperature geothermal source may also be used provided the use is in conformance with Water Right No. 63-09758 and pumping of the water is not prohibited by the watermaster for Water District No. 63-S.
Prior to diversion of water under this approval, the right holder shall provide a means of measurement and lockable controlling works from all authorized points of diversion that is acceptable to the watermaster and will provide suitable control of the diversions.
It is further ordered that this order will become a final order without further action unless the Director decides to review
2. 020 Use of water under this right may be affected by an agreement between the protestant and the right holder.
3. R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
4. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
5. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Remarks:

Comments:

1. PSKAGGS 6/23/1997 TRANSFER NO. 4804

Comment: Transfer No. 4804 adds & changes the points of diversion under Right No. 63-09758. Approved by Preliminary Order dated 06-26-1997. Order Granting Petition for Reconsideration dated 07-30-1997. Amended Preliminary Order approving transfer dated 05-14-1998.

State of Idaho
Department of Water Resources

AMENDED

WATER RIGHT LICENSE

AMENDED

WATER RIGHT NO. 63-09758

Priority: June 30, 1981

Maximum Diversion Rate:

1.31 CFS

Maximum Diversion Volume:

497.0 AF

This is to certify, that DAVID E HENDRICKSON

DBA QUAIL HOLLOW GOLF COURSE

4520 N 36TH

BOISE ID 83703

has complied with the terms and conditions

of the permit, issued pursuant to Application for Permit dated June 30, 1981; and

has submitted Proof of Beneficial Use on May 31, 1989. An examination indicates

that the works have a diversion capacity of 1.310 cfs of water from a GROUNDWATER

source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 10/15	1.31 CFS	495.0 AF
AESTHETIC	01/01 to 12/31		2.0 AF
	Totals	1.31 CFS	497.0 AF

LOCATION OF POINT(S) OF DIVERSION:

SWSE , Sec. 21, Township 04N, Range 02E

NWNE , Sec. 28, Township 04N, Range 02E

ADA County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
04N	02E	21	SWSE 4	SESE 31		35
		28	NWNE 16	NENW 31	NWNW 17	
			SENW 11			75

Total number of acres irrigated: 110

PLACE OF USE:

AESTHETIC, same as IRRIGATION use

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right limited to the amount that can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.

FEB 24 1994

State of Idaho
Department of Water Resources

AMENDED **WATER RIGHT LICENSE** AMENDED
WATER RIGHT NO. 63-09758

CONDITIONS/REMARKS:

5. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands above.
6. Use of water under this water right will be regulated by the watermaster of State Water District No. 63S.
7. The issuance of this right in no way grants any right-of-way or easement across the land of another.
8. Place of use is located within Quail Hollow Golf Course.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 22nd day of FEBRUARY, 1994.

Acting for

Norman C Young
R. Keith Higginson, Director

RECORDED

FEB 24 1994

RECEIVED

JUL 29 1999

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MAY 31 1989

Form 219
6/86

Department of Water Resources

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

BENEFICIAL USE FIELD REPORT

Department of Water Resources

A. GENERAL INFORMATION

1. Owner: TEF Ltd (Quail Hollow)
 Current Address: 4520 N 36 Boise Id 83703
 2. Accompanied by: Kevin Orr
 Address: _____
 Relationship to Permit Holder: Groundskeeper
 3. Source: Groundwater tributary to RIA

Permit No. 63-9758

Phone No. 344 2807

EXAM. DATE: 5/30/89 ← data entered 6/7/89 kw

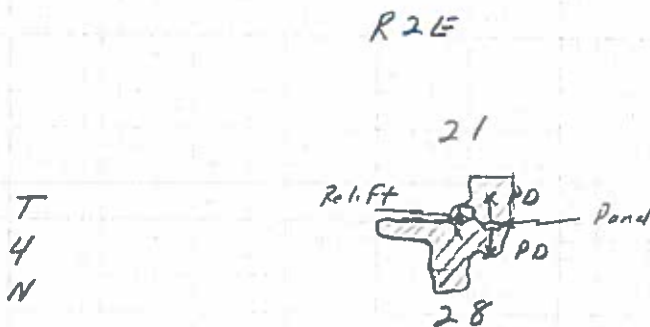
Phone No. _____

B. OVERLAP REVIEW

1. Other water rights with same place of use: None
 _____ ☐ Copies Attached
 2. Other water rights with same point of diversion: None
 _____ ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached

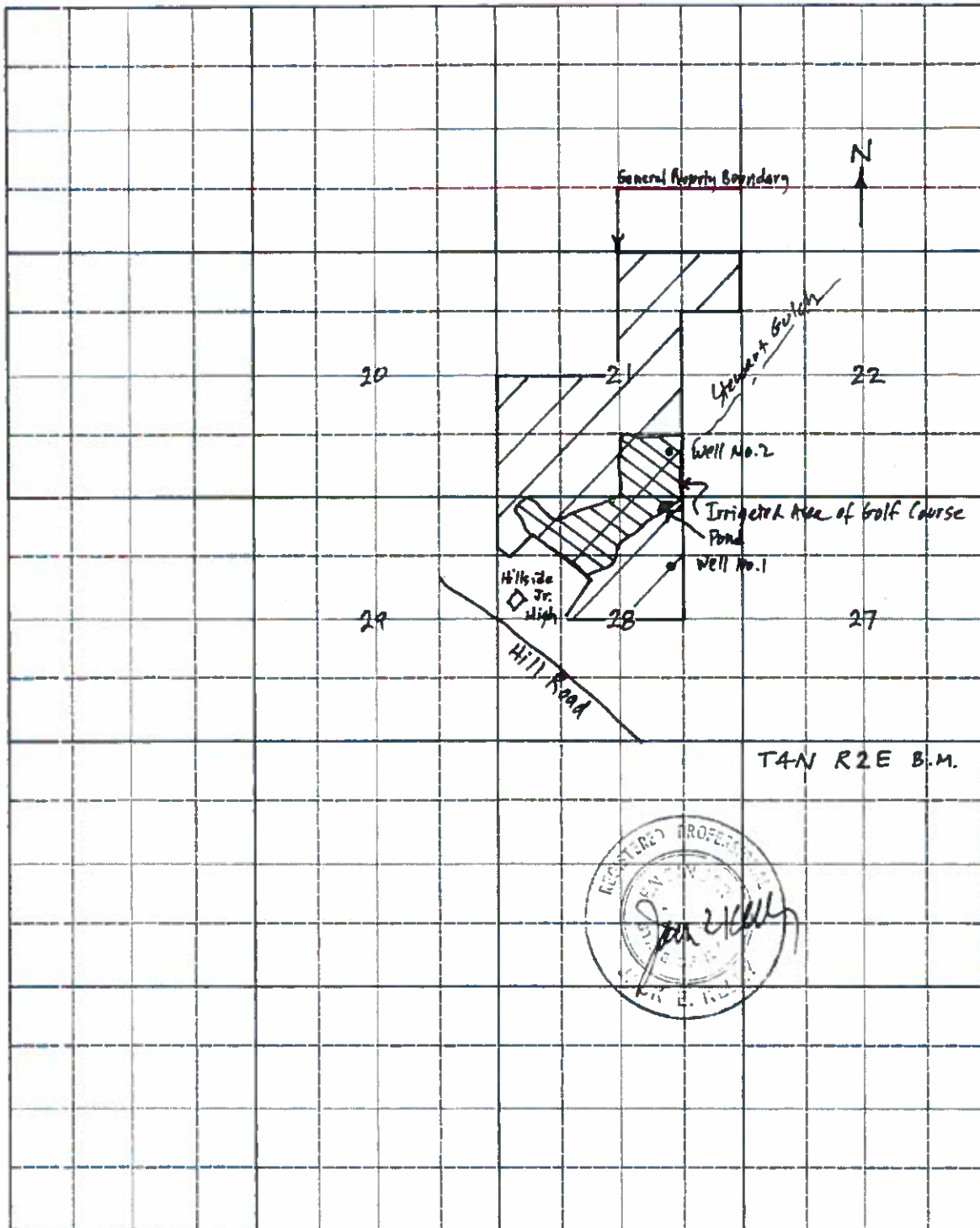


Scale: 1" = _____

2. ☒ Copy of U.S.G.S. Quadrangle Attached
 Showing location(s) of point(s) of diversion and
 place(s) of use (required). ☐ Aerial Photo Attached
 (required for irrigation of 10 acres or more).
☒ Photo of Diversion and System Attached
 (required for all but single household domestic groundwater, and stockwater).

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



Scale: 2 inches equal 1 mile.

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


(Applicant) Dennis E. Labrum
L.T.S., Inc.
President

UNRECORDED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

APPROVED

1. Name of applicant L.T.S., Inc. (Shamanah Golf Course) Phone 344-7807

Post office address 4423 N. 36th St., Boise 83703

2. Source of water supply Groundwater which is a tributary of _____

3. Location of point of diversion is SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 28 Township 4N
SW $\frac{1}{4}$ SE $\frac{1}{4}$ 21
Range 2E B.M. Ada County, additional points of diversion if any: _____

4. Water will be used for the following purposes:

Amount 3 cfs for Irrigation purposes from March 15 to Oct. 15 (both dates inclusive)
(cfs or acre-feet per annum) storage for per phone con. 7/6/81
Amount 2 AFT for Aesthetics purposes from 1/1 to 12/31 (both dates inclusive) CGM
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated:

a. 3 cubic feet per second and/or b. 2.0* acre-feet per annum.

6. Proposed diverting works: *kw 5/22/84

a. Description of ditches, flumes, pumps, headgates, etc. 2 wells pumping into pond in
NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 28 and repumping into buried sprinkler system.

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

Period of year when water will be diverted to storage _____ to _____ inclusive.
(Month/Day) (Month/Day)

c. Proposed well diameter is 16 inches; proposed depth of well is 900 feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years (minimum 1 year — maximum 5 years).

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water: NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 28 Township 4N
Range 2E* B.M.

(2) Amount of power to be generated: _____ horsepower under _____ feet of head.

(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____.

(5) If water is to be used for other purposes describe: _____

MICROFILMED

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

APPROXIMATE

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
4N	2E	21															40		40
4N	2E	28		15			30	15	10										70

Total number of acres to be irrigated 110

c. Describe any other water rights used for the same purposes as described above. None known

9. a. Who owns the property at the point of diversion Vic Nibler

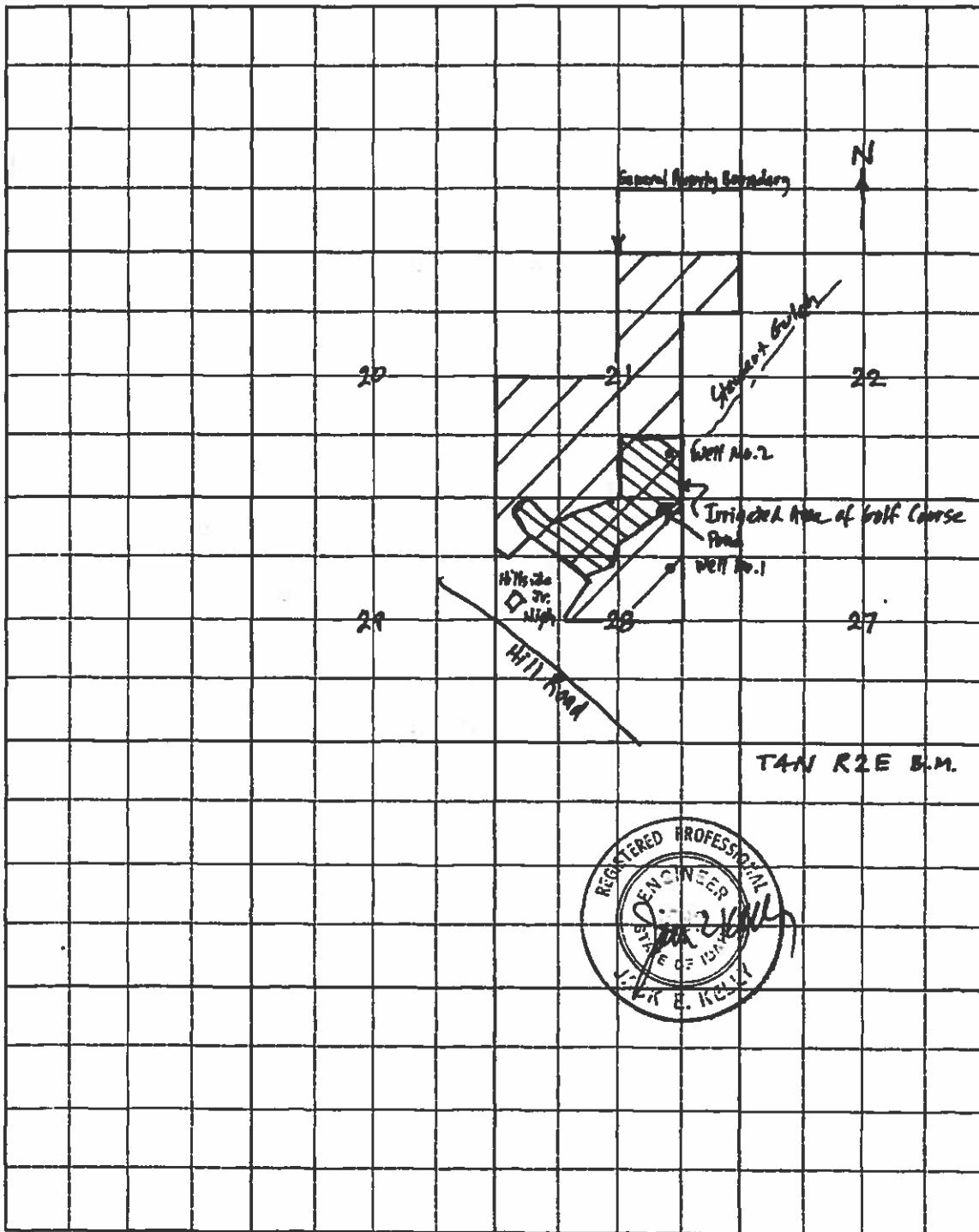
b. Who owns the land to be irrigated or place of use Vic Nibler

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing Long-term lease

10. Remarks The two points of diversion shown in 3a are two wells, the first of which will be drilled in 1981. The additional point of diversion is a pond on the golf course that will be used as a water hazard and a storage reservoir for the water pumped from the wells.

Irrigation of the golf course must be done during the night and early morning when the course is not being used. Consequently, water application rates will be somewhat higher than those for normal crop irrigation. This practice has been accepted by the Department for parks and similar recreation areas in the past when considering diversion rates.

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



Scale: 2 inches equal 1 mile.

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

Dennis E. Labrum
 (Applicant) Dennis E. Labrum
 L.T.S., Inc.
 President

MICROFILMED

Proposed Priority 6/30/81 DBS 7/1/81 3:44 PM 92-6
Received by JH Date 6-30-81 Time 4:32
Preliminary check by [Signature] Fee \$ 25.00 14523
Received by 47 Date 7-2-81
Publication prepared by SR Date 7-9-81
Published in The Statesman **MICROFILMED**
Publication dates 7-10-81 23 81
Publication approved SR Date 8-31-81
Protests filed by: The Tenting Co., Inc. - Joseph
L. Tenting, P.O. Box 4127, Boise, ID
Copies of protests forwarded by SR
Hearing held by _____ Date _____
Recommended for approval denial by DBS kw

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 63-9758, and said application is hereby APPROVED.

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

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before June 1, 19 89.
- c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
- d. Other: PURSUANT TO ORDER

Witness my hand this 23rd day of MAY, 19 84.

Norman C. Young
Director

State of Idaho
Department of Water Resources

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SEP 14 1993

Department of Water Resources

APPROVED

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 63-09758

Date of Priority: June 30, 1981

Maximum Diversion Rate:

1.31 CFS

Maximum Diversion Volume:

497.0 AF

Comes now

DAVID E HENDRICKSON

DEA QUAIL HOLLOW GOLF COURSE

4520 N 36TH ST

BOISE ID 83703

and represents to the Director of the

Idaho Department of Water Resources:

That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho No. 63-09758, and requests that the permit be changed as follows:

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 10/15	1.31 CFS	495.0 AF
AESTHETIC	01/01 to 12/31		2.0 AF
	Totals	1.31 CFS	497.0 AF

LOCATION OF POINT(S) OF DIVERSION:

SWSE , Sec. 21, Township 04N, Range 02E
NWNE , Sec. 28, Township 04N, Range 02E
ADA County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
04N	02E	21	SWSE 4	SESE 31		35
		28	NWNE 16	NENW 31	NWNW 17	75
			SESW 11			

Total number of acres irrigated: 110

PLACE OF USE: AESTHETIC, same as IRRIGATION use

Permit holder asserts that no one will be injured by such change and that such change will be made at permit holder's own risk.

Signed at 10:30 AM, this 13 day of SEPT, 19 93

David E Hendrickson
(Signature)

APPROVED

FEB 24 1994

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 63-09758

FOR DEPARTMENT USE ONLY

Preliminary check by RC Fee = \$20⁰⁰ Received by QW # CO28572 Date 9-14-93 ✓

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, R. Keith Higginson, of the Department of Water Resources hereby approve the above Application for Amendment for Permit No. 63-09758 with the following;

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right limited to the amount that can actually be beneficially use used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands above.
6. Use of water under this water right will be regulated by the watermaster of State Water District No. 63S.
7. The issuance of this right in no way grants any right-of-way or easement across the land of another.
8. Place of use is located within Quail Hollow Golf Course.

Witness my hand this 26TH day of OCTOBER, 1993.

Acting for R. Keith Higginson, Director

RECORDED

FEB 24 1994

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

RIGHT NUMBER: 63-9758

NAME AND ADDRESS: QUAIL HOLLOW LLC
6553 W PLANTATION DR
GARDEN CITY ID 83714

~~DAVID HENDRICKSEN~~
~~DBA QUAIL HOLLOW GOLF COURSE~~
~~4520 N 36TH ST~~
~~BOISE ID 83703~~

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.310 CFS

Right Nos. 63-4037 and 63-9758 are limited to a total combined diversion rate of 1.31 cfs and to a total combined annual diversion volume of 497 AF.

PRIORITY DATE: 03/19/1996

POINT OF DIVERSION:

T04N R02E S28 NWNE Within ADA County

T04N R02E S28 NWNE Within ADA County

T04N R02E S28 NWSW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	1.310 CFS 495.00 AFY
AESTHETIC	01/01 12/31	2.00 AFY

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

PLACE OF USE: IRRIGATION in ADA County

T04N R02E S21	SWSE	4.00	T04N R02E S21	SESE	31.00
T04N R02E S28	NWNE	16.00	T04N R02E S28	NENW	31.00
T04N R02E S28	NWNW	17.00	T04N R02E S28	SENW	11.00

AESTHETIC same as IRRIGATION

110 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 110 acres in a single irrigation season. Combined Right Nos.: 63-4037, 63-9758 and 63-21875.

Place of use is also known as Quail Hollow Golf Course.

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

Right No. 63-9758 is subject to the conditions of the Amended Preliminary Order in the matter of Application for Transfer 4804.

Failure of the right holder to comply with the conditions of Transfer 4804 is cause for the Director to rescind approval of the transfer.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount that can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.

Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 63S.

The right holder shall accomplish the change authorized by Transfer 4804 within one (1) year of the date of the approval.

This right does not grant any right-of-way or easement across the land of another.

Modifications or variance from the license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.

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

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

In Re SRBA

Case No. 39576

)
)
)
)
)

Water Rights: 63-9758

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

IDWR has completed the following administrative proceeding:

☐

Address change

XX

Substitution of Party

☐

IC § 42-222 transfer

☐

Point of diversion

☐

Place of use

☐

Period of use

☐

Nature of use

☐

Split of water right

☐

Change in ownership

☐

Other

☐

IC § 42-219 license

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

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

DATED: May 12, 2008


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on May 12, 2008, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

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

2. Copies to:

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

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

3. Copies to all parties to the subcase:

Quail Hollow LLC	☐	overnight mail
6553 W. Plantation Dr.	☒	regular mail
Garden City ID 83714	☐	hand-delivered
	☐	facsimile

☐	overnight mail
☐	regular mail
☐	hand-delivered
☐	facsimile


Signature of person mailing this document



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

May 12, 2008

QUAIL HOLLOW LLC
6553 W PLANTATION DR
GARDEN CITY ID 83714

Re: Water Right No. 63-9758

Dear Mr. Hendrickson:

Enclosed is a copy of the above referenced water right, which reflects the change in ownership of the land and appurtenant water rights, covered under the original filing. Also enclosed is a copy of the Notice of Completed Administrative Proceedings, which has been sent to the Snake River Basin Court as notification of the change.

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

Sincerely,

Lori Harris
Technical Records Specialist 2
Adjudication Section
Western Region Office

LH:l
Enclosures

