

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A63-05041

Date Received: 7/14/1989

Receipt No: 0003610

Received By: Rch

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SALLY DIANE MARTIN 208-888-7116
Address: 2680 E. VICTORY RD.
MERIDIAN, ID 83642

2. Date of Priority: DEC 31, 1940

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03N	01E	20	SW	SE			ADA

5. Description of diverting works:
12" CASING, SURFACE PUMP, APPROX 100' DEEP, GATED PIPE, HOSES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	10/31	1.420		
STOCKWATER	01/01	12/31	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
UP TO 60 HD RANGE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
03N	01E	20	NW	SE		IRR	32.0
			SW	SE		IRR	35.0
Section Acres							67.0

A63-05041

Page 1

Date: 07/14/89

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AUG 20 1992

MICROFILMED

SEP 23 1993

C13

earlier
d.o.p.

↑
Difference
compared to
W.R.
Record.
↓

155
Acres
Int same
15
QLE

92
12/28/98

10. Place of Use: Continued

Total Acres 67.0

11. Place of use in counties: ADA

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

13. Other Water Rights Used:
A63-16323

14. Remarks:

CLAIMANT WOULD LIKE TO CLAIM THAT WATER WAS FIRST USED ON THIS
RIGHT SINCE 1940, INFORMATION WAS FROM A PERSON THAT HAD RENTED
THE PLACE BEFORE THE CLAIMANT HAD BOUGHT IT.

15. Basis of Claim: STATUTORY CLAIM

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SEP 23 1999

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AUG 20 1992

64

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): Sally Diane Martin Date: July 14, 1989

Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 14th day
of July 19 89

Ron Howerton
Notary Public

Seal

Residing at Ron Howerton
My Commission Expires Residing at Boise, Idaho
My Commission Expires December 6, 1991

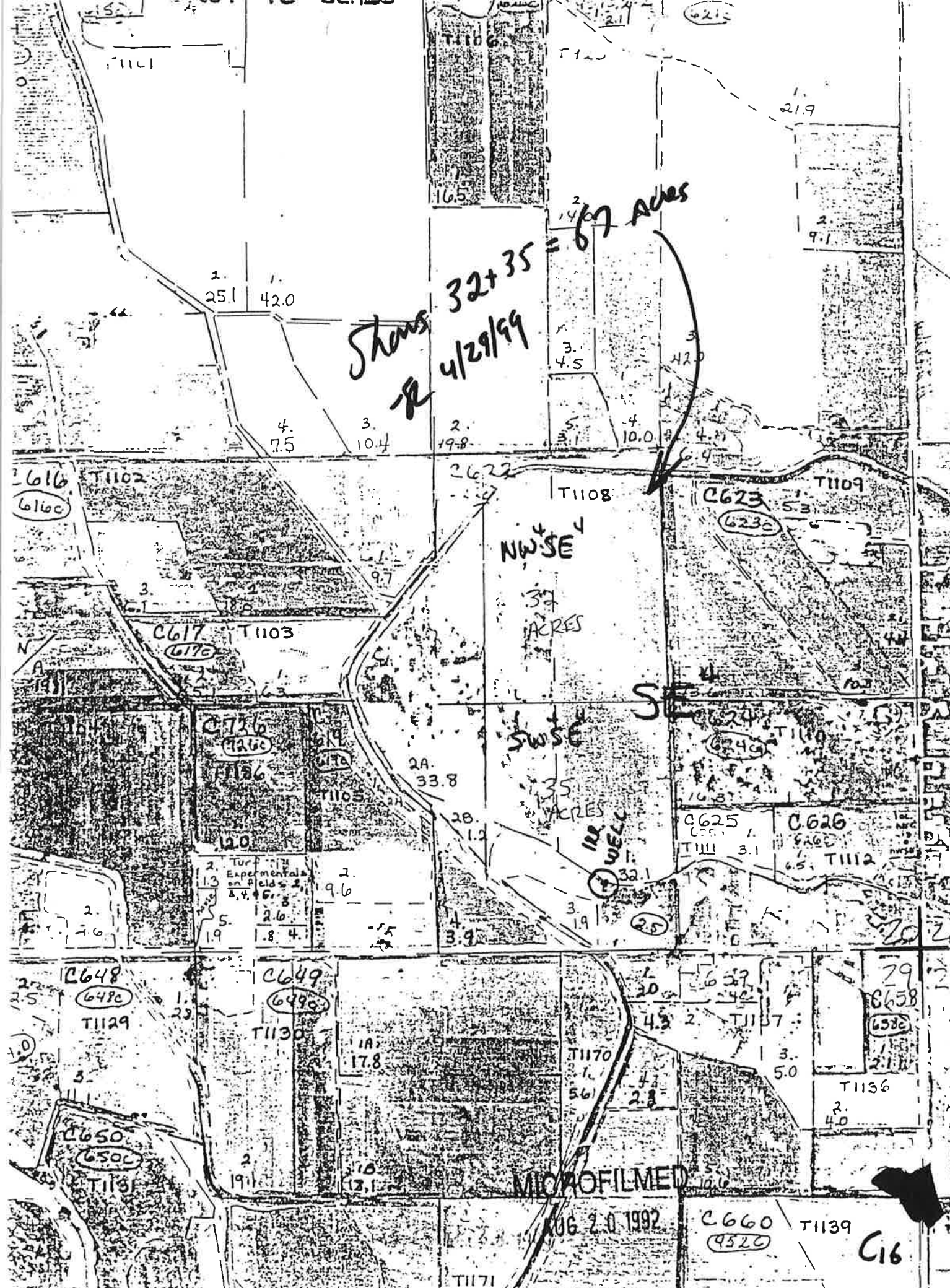
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SEP 23 1999

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AUG 20 1992

C15



Shows 32+35 = 67 Acres
4/29/99

NW 1/4

32 ACRES

SW 1/4

35 ACRES

WELL

MICROFILMED

JUN 20 1992

AG 3-05041

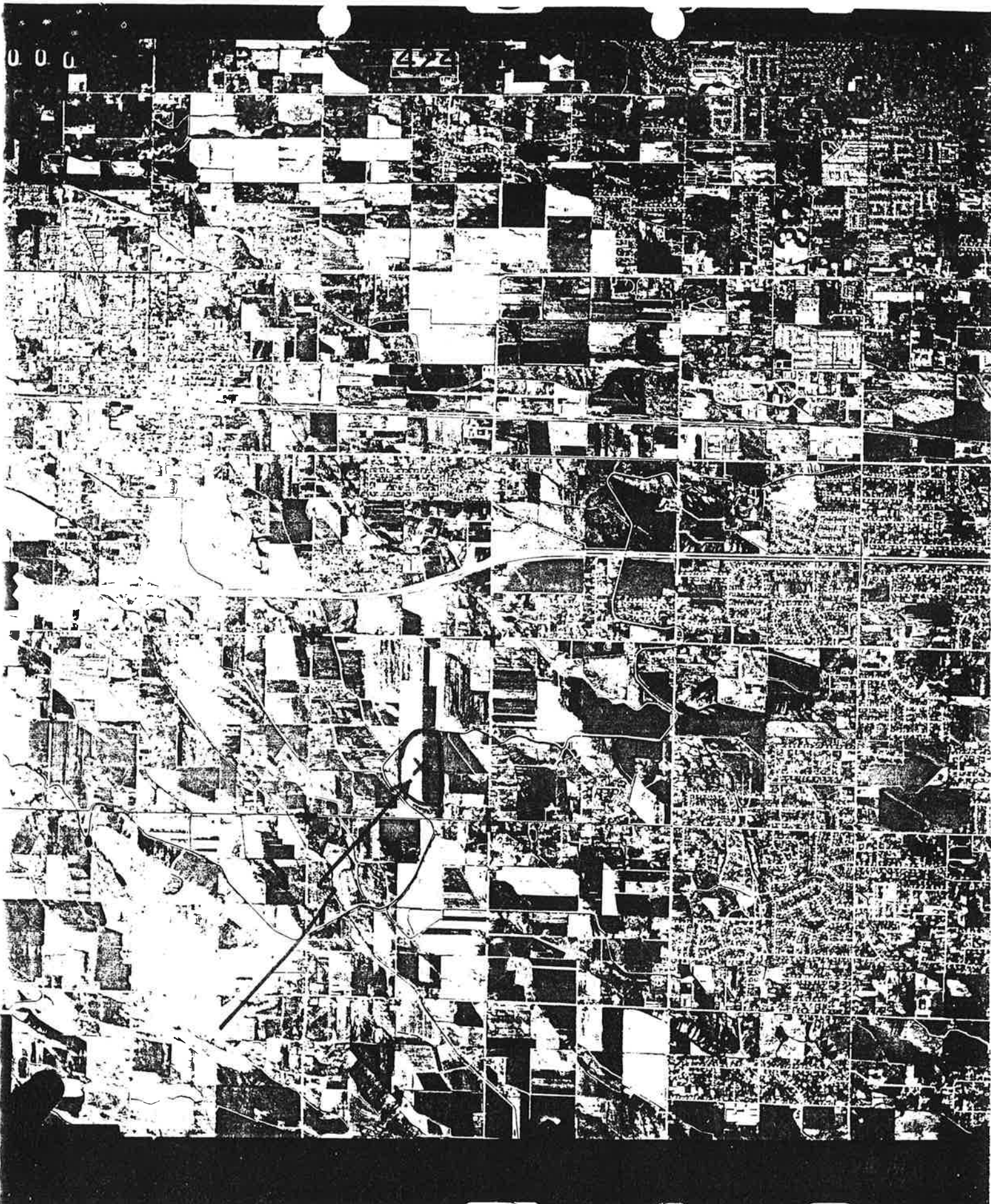
C16

This Attachment shows
plan ~~1994~~ 1994,
contains irrigation

1989

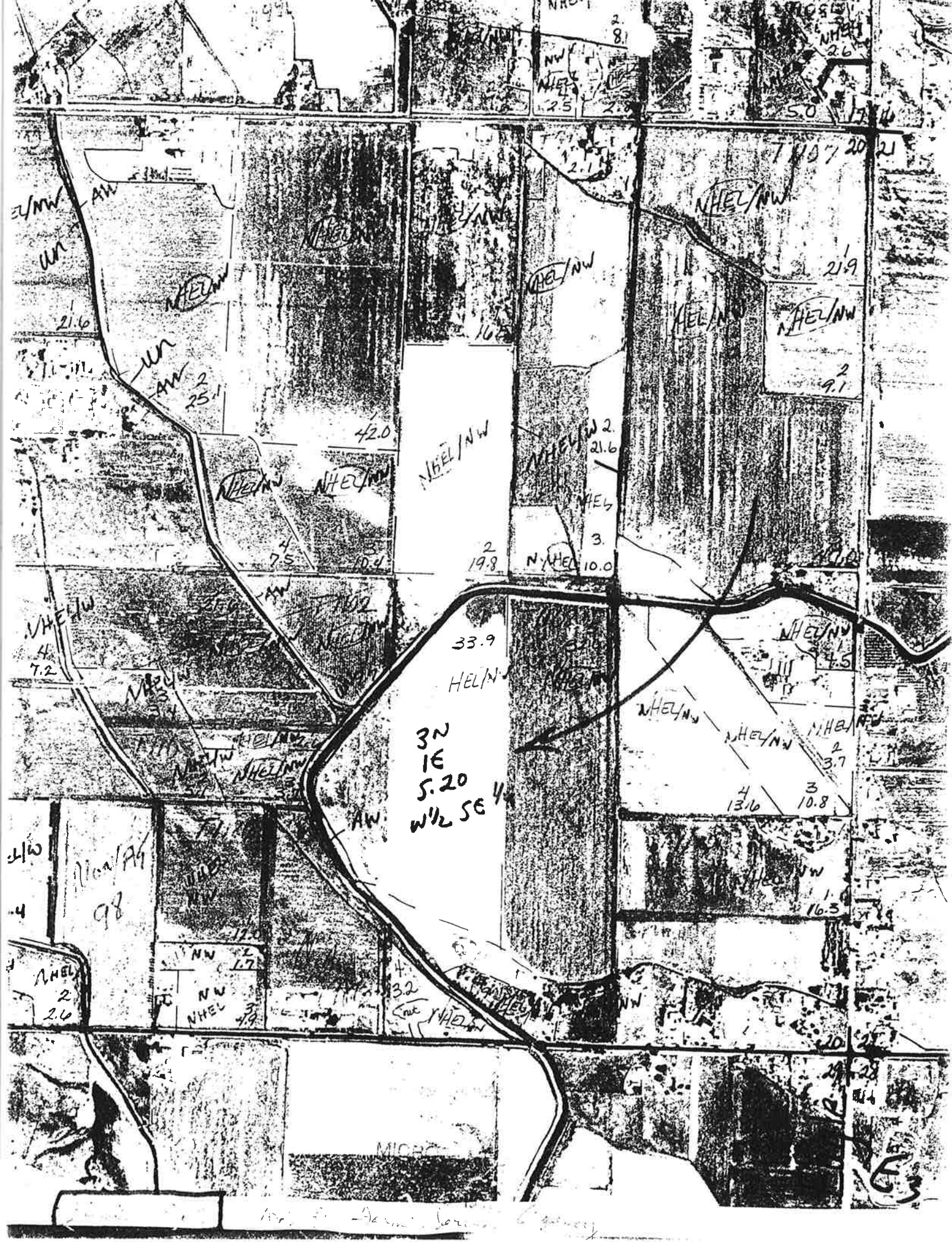
3N 16 5.20
w/ 1/2 SE 1/4
1994 IR photo
irrig. pattern

Attachment
(5 pgs)



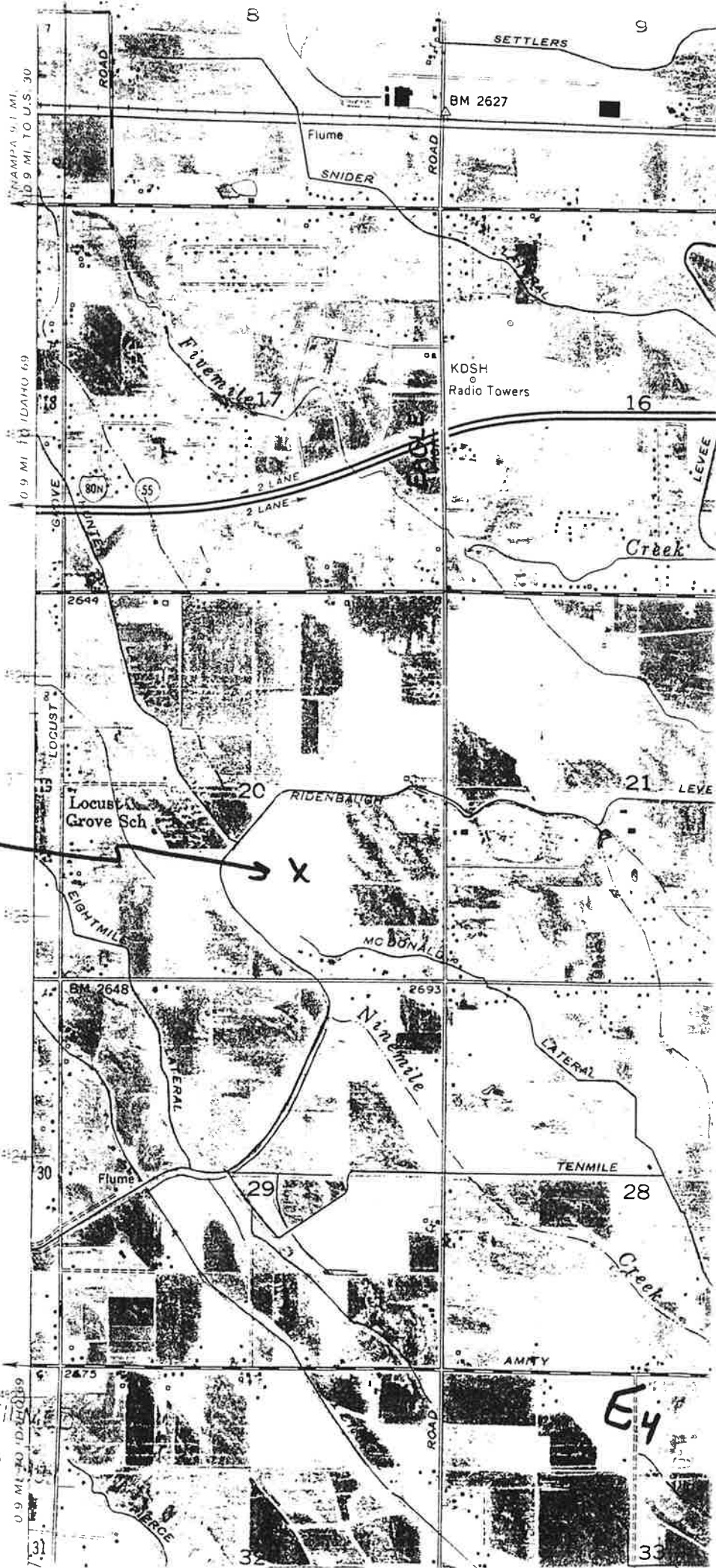
3N 1E S. 20 W 1/2 SE 1/4 7/1987 NAPP X58 NW
irrig. pattern

E2



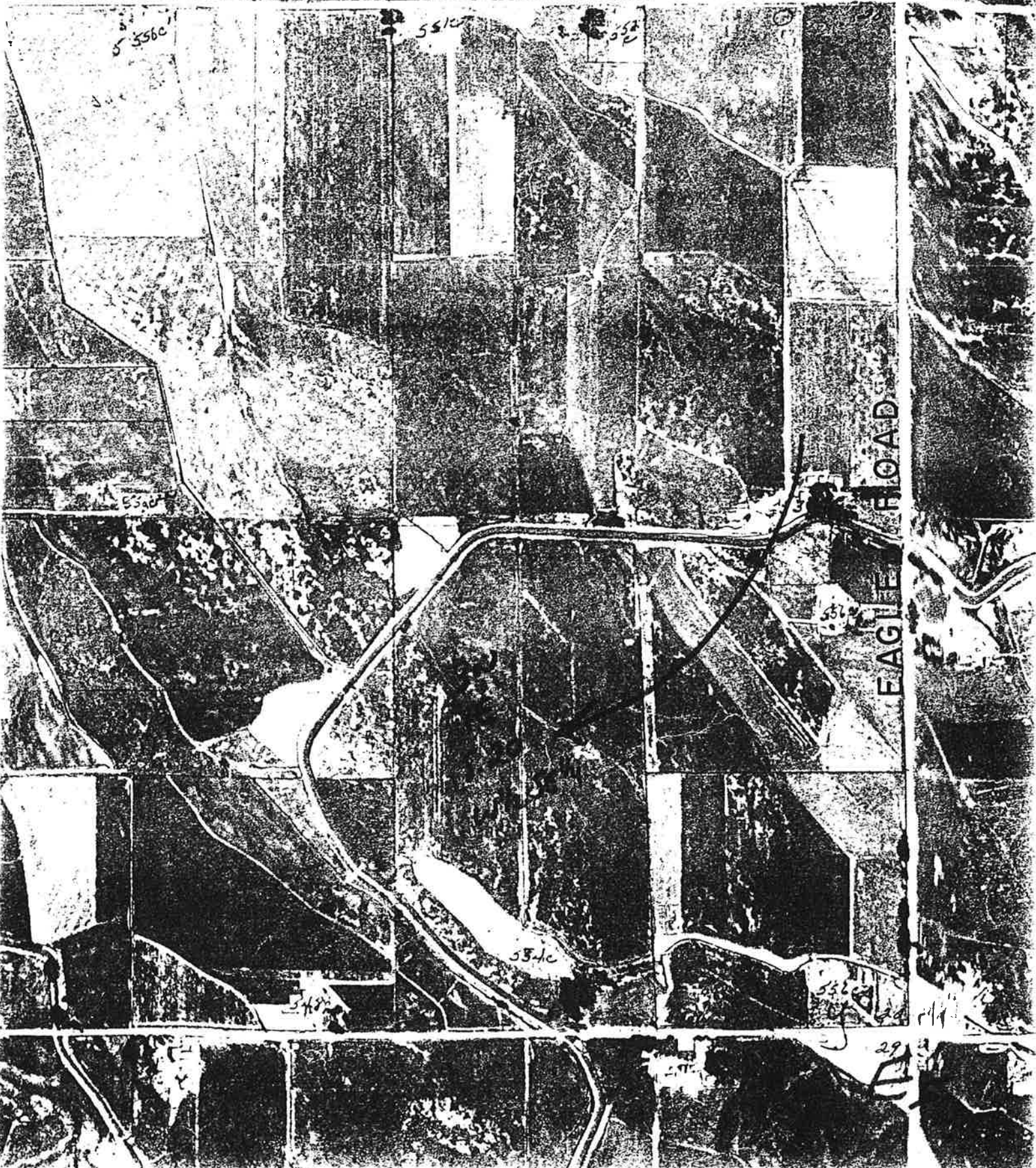
3N 1E S.20
 W 1/2 SE 1/4 1 mi. S.
 pattern 7/1981
 orthophoto

MICROFILM
 SEP 23



E4

1959 ET-119



RECEIVED
SE. 18 1998

Page 1 of 6

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER RESOURCES
WESTERN REGION

Transfer No. _____

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of applicant Farwest LLC / Marty Goldsmith Phone 388-089
Post Office address 4550 W. State St. Boise, Idaho 83703

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes applicant proposes to subdivide land.

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

1. Right Number 63-05041 Priority _____ Amount (cfs/ac-ft) .54 Nature of Use Irrig Period of Use 4/1 to 10/31
2. Total amount of water being transferred .54 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water ground water tributary to _____
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	SW	20	3N	1E	Ada	ground water

5. Lands irrigated or place of use:

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	
3N	1E	20									1			1	25				27

ORIGINAL - Fee Revised VERSION
OF 5/13/99

Total acres

27

PART 1

6. General Information:

a. Description of diversion system

Pumping facility for pressurized

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

d. Remarks:

Original Statutory Claim amount decreased from 71 acres to 67 actual irrigated acres per CESA records.

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____

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SEP 23 1993

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

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. 63-5041 on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

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

☐ Tax Notice ☒ Warranty Deed ☐ Other _____

3. Source of water ground tributary to _____

4. Date or priority _____

5. Water is used for the following purpose:

amount 1.420 for irrigation purposes from 1-1 to 12-31
(cfs/ac-ft)
amount .020 for IV purposes from 1-1 to 12-31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 1.440 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		<u>SW</u>	<u>SE</u>	<u>20</u>	<u>3N</u>	<u>1E</u>	<u>Ada</u>	<u>Ground water</u>

8. Lands irrigated or place of use:

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	
<u>3N</u>	<u>1E</u>	<u>20</u>														<u>32</u>	<u>39</u>		<u>71</u>

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SEP 23 1999
Total acres 71

9. Describe any other water rights used for the same purpose as described above

Canal Shares

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use? no If yes, describe _____

If yes, describe

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

2. Point(s) of Diversion:	for	amount (cts/ac-ft)	for	amount (cts/ac-ft)	for	amount (cts/ac-ft)
	purposes from	to	purposes from	to	purposes from	to
	purposes from	to	purposes from	to	purposes from	to
	purposes from	to	purposes from	to	purposes from	to

2. Point(s) of Diversion:

[illegible]

3. Lands irrigated or place of use:

[illegible]

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

1. amount _____ for Trans purposes from 4/1 to 10/31

amount _____ for _____ purposes from _____ to _____

(cts/ac-ft) amount _____ for _____ purposes from _____ to _____

(cts/ac-ft) amount _____ for _____ purposes from _____ to _____

2. Point(s) of Diversion: _____

2. Point(s) of Diversion:

[illegible]

3. Lands irrigated or place of use:

[illegible]

Total acres

oh

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

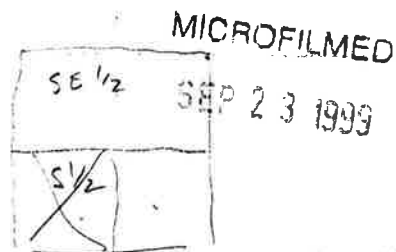
- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.

20

20

SE 1/4

SW 1/4



SCALE: 2 inches equal 1 mile. Draw plan in ink.

(W 1/2) S 1/2 of SE 1/4 of SW 1/4 of SE 1/4 of S 20

PART 3

B. CHANGES IN NATURE OF USE

N/A

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

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

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

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

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



Subscribed and sworn to before me this

6/18/04

(Notary Public)

My commission expires

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by _____ Date _____ Fee \$100.00

Prelim. check by _____ Date _____

Received by _____ Date _____

Published in _____

Pub. dates _____

Watermaster recommendation requested on _____

Recommended for _____

by _____

Copy of transfer sent to lien holder _____

Microfilmed SEP 23 1998

8/6/1998

Far West

SE $\frac{1}{4}$

3N 1E S20 NESE

John Udon

Nampa Mexican

F

1. SUBSTANTIATE IRRIGATION KIN

2. DETERMINE NEW IRRIG ACRES KIN

3. FILE XFER + NEW APP IF NECESSARY

WELL LOCATED IN SESW S20

→ Moving P/D TO

THIS LOCATION

EXISTING (TO BE) WELL.

See also 63-12410

NWSE

+ NESE

SWE

NESW

~~NE~~

SESW

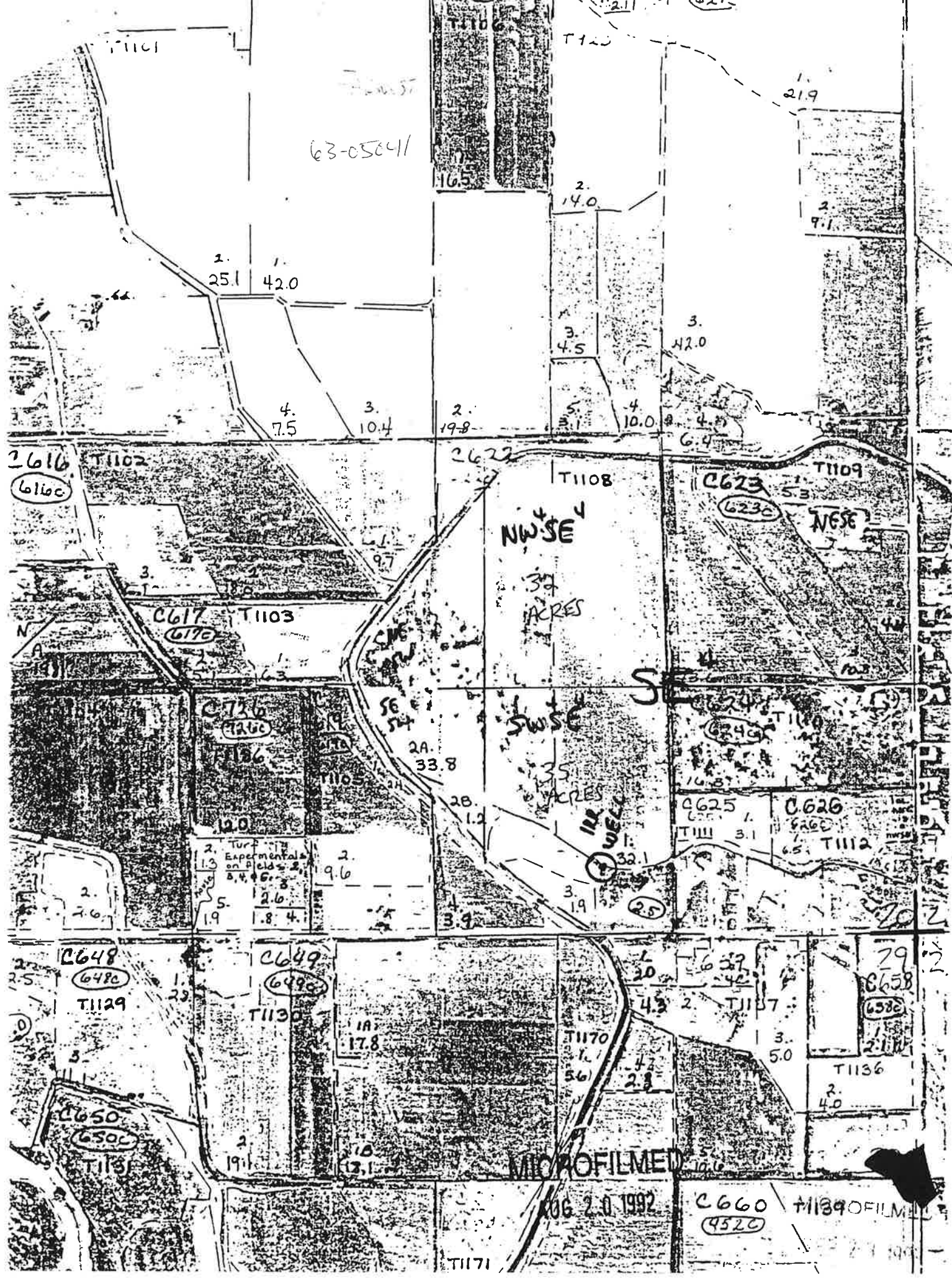
Far West

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SEP 23 1999

- POSS. 2nd NOOL -

from MM 8/28/98



AG 3-05041

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1962.0 1992

C660
(4520)

T1139 OF FILM

DESCRIPTION FOR
PROPOSED THOUSAND SPRINGS SUBDIVISION

Thurs.

9:00

April 14, 1998

A parcel of land lying in the South ½ of Section 20, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the southeast corner of Section 20, T.3N., R.1E., B.M., thence N 89°36'44" W 1341.26 feet to the southeast corner of the SW ¼ of the SE ¼, the **REAL POINT OF BEGINNING** of this description;

Wamp?
Need?

Thence N 89°36'38" W 476.32 feet to a point on the centerline of the Ridenbaugh Canal;

Thence N 56°00'00" W 290.36 feet along said centerline to a point;

Thence N 53°20'36" W 340.70 feet along said centerline to a point of curvature;

Thence along said centerline along a curve to the right 175.65 feet, said curve having a radius of 750.00 feet, a central angle of 13°25'06", tangents of 88.23 feet, and a long chord which bears N 46°38'03" W 175.24 feet to a point of tangency;

Thence N 39°55'30" W 343.40 feet along said centerline to a point;

Thence N 52°22'24" W 242.50 feet along said centerline to a point;

Thence N 33°35'24" W 233.60 feet along said centerline to a point of curvature;

Thence along said centerline along a curve to the right 168.45 feet, said curve having a radius of 750.00 feet, a central angle of 12°52'06", tangents of 84.58 feet, and a long chord which bears N 27°09'21" W 168.09 feet;

Thence N 20°43'18" W 111.74 feet along said centerline to a point;

Thence S 89°49'11" E 20.42 feet to a point;

Thence N 12°06'03" W 117.00 feet to a point;

Thence N 18°02'03" E 105.00 feet to a point;

Thence N 39°02'03" E 301.40 feet to the southeast corner of Los Alamos Park Subdivision No.3, filed in Book 75 of Plats, at Pages 7748 and 7749, records of the Ada County Recorder's Office;

Thence continuing N 39°02'03" E 21.06 feet along the east boundary of said Los Alamos Park Subdivision No.3 to a point;

Thence N 34°43'03" E 86.20 feet along said east boundary to a point;

Thence N 40°22'33" E 174.04 feet along said east boundary to a point;

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SEP 23 1999

980201-tsprings-dcs

Post-it® Fax Note	7671	Date	8/3	# of pages	2
To	Maria Munecan	From	Kim Kenney		
Co./Dept.	Dept. of Water	Co.	Farwest		
Phone #	334 2190	Phone #	388-0189		
Fax #	334-2348	Fax #	338-3790		

Thence S 89°56'27" E 54. feet along said east boundary to a point on the west line of the SE ¼;

Thence N 00°23'51" E 669.47 feet to the northeast corner of Los Alamitos Park No.3 Subdivision, said corner also being the northwest corner of the SE ¼ (the center ¼ corner) of said Section 20;

Thence N 89°54'42" E 1331.62 feet to the northwest corner of the NE ¼ of the SE ¼;

Thence S 00°11'01" W 118.03 feet along the west line of the NE ¼ of the SE ¼ to a point on the centerline of the Ridenbaugh Canal;

Thence S 85°56'06" E 560.97 feet along said centerline to a point of curvature;

Thence along said centerline along a curve to the left 116.45 feet, said curve having a radius of 200.00 feet, a central angle of 33°21'36", tangents of 59.93 feet, and a long chord which bears N 77°23'06" E 114.81 feet to a point of tangency;

Thence N 60°42'18" E 121.50 feet along said centerline to a point of curvature;

Thence along said centerline along a curve to the right 222.33 feet, said curve having a radius of 250.00 feet, a central angle of 50°57'18", tangents of 119.12 feet, and a long chord which bears N 86°10'57" E 215.08 feet to a point of tangency;

Thence S 68°20'24" E 339.40 feet along said centerline to a point on the westerly right of way of S. Eagle Road;

Thence S 00°00'14" E 1163.70 feet along said westerly right of way to a point on the south line of the NE ¼ of the SE ¼;

Thence N 89°50'56" W 1311.61 feet to the southwest corner of the NE ¼ of the SE ¼;

Thence S 00°11'31" W 1344.49 feet to the **REAL POINT OF BEGINNING** of this description;

Said parcel of land contains 121.227 acres more or less.

Michael E. Marks, P.L.S. No. 4998



980204-tsprings-des

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SEP 23 1999

SD-0609-2 Township: 03N Range: 01E Section: 20 Tract: S2 Lot: 11

S	L	S	STATE	O	S	Max #	Records	11
E	O	E	Water	W	T	Priority	Use	
L	Tract	T	C	Right No.	Name	N	AC	G
					Last, First			Date
								Code
								Desc
		20	63-02388	US DEPT OF INTERIOR	C	L	08/18/1924	01 IRR
NESW		20	63-12410	FARWEST LLC	C	P	09/05/1997	43 DOMEST
NWSW		20	63-04296	WOLF, JACK D.	C	6	S	03/14/1961
				WOLF, ALICE D.	C			43 DOMEST
NWSW		20	63-04876	SMITH, HARLEY	C	2	S	01/01/1962
NWSW		20	63-12410	FARWEST LLC	C	P	09/05/1997	43 DOMEST
NWSW		20	63-02968	FARWEST LLC	C	12	L	11/19/1953
				GRAY, THOMAS P	O			43 DOMEST
SWSW		20	63-12437	WESTPARK CO INC, THE	C	P	12/17/1997	43 DOMEST
SESW		20						
NWSE		20	63-05041	MARTIN, SALLY DIANE	C	32	S	01/01/1958
				GRAY, THOMAS P	O			04 STOCK
SWSE		20				39		
SESE		20	63-09809	HARRIS, MARY A.	C	2	L	08/07/1981
				HARRIS, GORDON M.	C			43 DOMEST

END OF DATA...ENTER MENU OPTION AND/OR PRESS ENTER TO CONTINUE
(Enter=Continue) (GOLD 7=This Query)

(Menu _____)

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SEP 23 1999

SEP 23 1993

WR5809NP
No. 63-05041

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 08/06/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	SALLY DIANE MARTIN	01/01/1958	IRRIGATION	04/01 10/31	1.420 CFS	
			STOCKWATER	01/01 12/31	0.020 CFS	
TOTAL DIVERSION:					1.440 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: STATUTORY CLAIM

Point(s) of Diversion: T03N R01E S20

SWSE

ADA County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				
NENE NWNE SWNE SENE				NENW NWNW SWNW SENW				NESW NWSW SWSW SESW				NESE NWSE SWSE SESE				
T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	SUM		
03N	01E	20	:	:	:	:	:	:	:	:	:	32	39	:	71.0	
													TOTAL ACRES	71.0		

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

Pou County: ADA

Dates:	App. Received:	Priority Date:	01/01/1958
	Proof Due Date:	Proof Made Date:	
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:		

Misc:	Water District Number:	Field Exam Fee:
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SEP 23 1999

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Sally Diane Martin
(Name of Claimant)

2680 E. Victory Rd., Meridian, Idaho 83642 Telephone No. 888-2466
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use) 1958

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

- (2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)

Ground water tributary to _____

- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

Quantity	(cfs, af)	Use	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity <u>1.42 cfs</u>		Use <u>Irrigation</u>		Period of Use From <u>4-1</u>	To <u>10-31</u>
Quantity <u>.02 cfs</u>		Use <u>Stockwater</u>		Period of Use From <u>1-1</u>	To <u>12-31</u>
Quantity _____		Use _____		Period of Use From _____	To _____
Quantity _____		Use _____		Period of Use From _____	To _____
Quantity _____		Use _____		Period of Use From _____	To _____

- (4) 1.44 TOTAL QUANTITY USED.
(cfs, af)

- (5) A) Point of diversion: (Location of point where water is diverted from its source)

SW 1/4 SE 1/4, Sec. 20 Twp. 3N Rge. 1E B.M., County of Ada

Additional points of diversion: _____

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. Well, pump & pipeline and ditches

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			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	
3N	1E	20														32	39		71

No. of acres 71

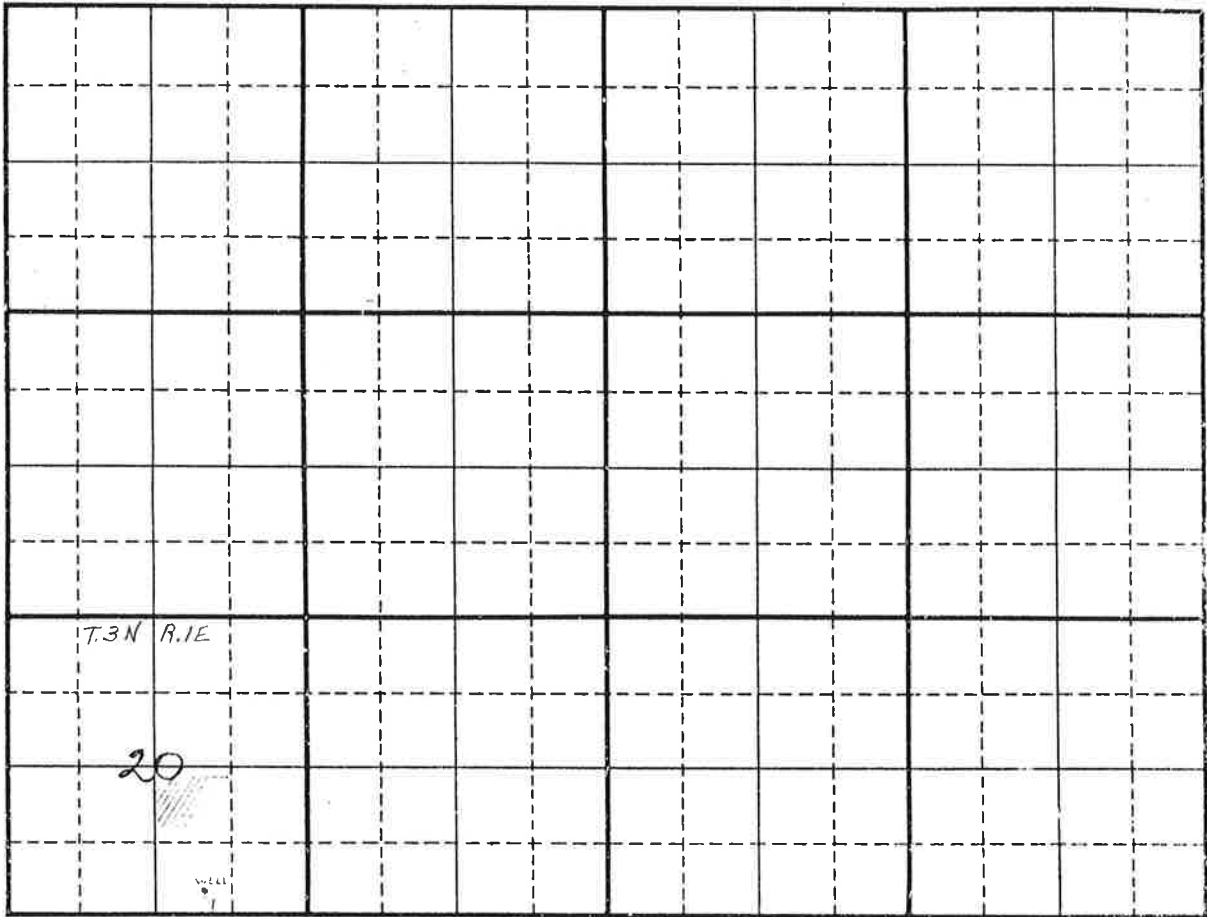
- B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

Livestock, SW 1/4, S20, R1E, T3N
SW 1/4 of the SE 1/4

NOTE: Include here the type and number of stock watered: Beef, up to 60 head

- (7) If you are claiming water as a member of an organization, list name of organization: N/A

(8) Remarks This well is in addition to the domestic well.
The well is used to supplement water received from the irrigation district



Scale: 2 inches equal 1 mile.

VICTORY R.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of ADA) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 19th day of MAY, 1983.

Sally D. Martin
(Claimant)

Jacqueline Huffman
Notary Public
Residing at BOISE, IDAHO

My commission expires 01-13-86

FOR DEPARTMENT USE ONLY

Received by JP Date 5/25/83 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by 645 Date 5/25/83 claimant by: _____
\$30.00 fee received by JP Date 5/25/83 _____
Published in Idaho Statesman _____
Dates 30 & 7/7/83 _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 9, 2001

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

Dear Claimant:

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

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

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

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

Sincerely,

Jan Shurte
Adjudication Section Supervisor
Western Regional Office



IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 63



RIGHT ID
POD ID
Quad
Claim Type
Easting
Northing
GPSID

Diversion Description

12" CASING, SURFACE PUMP, APPROX 100' DEEP, GATED PIPE, HOSES. No such address. Location replaced by residential subdivision.

Assumptions

POD does not exist.

Invoice #

2000-055-01

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

Linked
Photos

EPE (ft)

Date (M/D/Y)

Time

Flow Rate (CFS)

0.00

Open Channel Flow ☐ Complete one box from both Area and Calculation sections

Cross Sectional Area

☐ Circular Channel

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

Diameter

Depth

☐ Rectangular Channel

Width

Depth

Flow Calculation

☐ Continuity

Velocity

☐ Orifice

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

Depth of Water above orifice centerline

☐ Weir

(Use only for water flowing freely over weir)

Height of water above nappe

Width of weir

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

Channel Slope

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

Pumped System ☐

HP

Pressure Head (psi)

Elevation Head (ft)

Motor Mfg

Motor Serial #

Pump Type

Pump Mfg

Pump Serial#

New Contact Information ☐

New Contact Comments

This Form and the associated query are the exclusive intellectual property of Intrepid Engineering Services, and may not be copied, modified, or distributed without the express written consent of Intrepid Engineering Servc, Inc.



RIGHT ID

63

5041

RECEIPT
For Monies Paid
to the
Idaho Department of Water Resources

Receipt No: W024415

Date: 9/18/1998
Time: 12:45:14

Received
From: FARWEST LLC

Type of Payment	Program A cct	Amount
APPLICATION FOR TRANSFER OF A WATER	62105 229 21 1155	100.00
APPLICATION FOR PERMIT	62103 229 21 1155	50.00

CHECK 5122

Total \$ 150.00

Region: WESTERN

Signature: 

MICROFILMED
SEP 23 1998

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5468
WATER RIGHT NO. 63-05041

This is to certify that: **FARWEST LLC**
C/O MARTY GOLDSMITH
4550 W STATE 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	1.34 CFS	301.5 AF

SOURCE

GROUNDWATER

Priority: 01/01/1958

LOCATION OF POINT(S) OF DIVERSION:

SESW , Sec. 20, Township 03N, Range 01E
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>
03N	01E	20	NESW 4	SESW 4	NESE 24	
			NWSE 25	SWSE 24	SESE 11	92
Total number of acres irrigated:						* 92

CONDITIONS OF APPROVAL AND REMARKS

1. After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
2. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right and shall only divert groundwater under this right when water from the appurtenant surface water rights cannot be delivered to the right holder.
3. This right shall not be used if the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use.

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SEP 23 1999

TRANSFER NO. 5468
WATER RIGHT NO. 63-05041

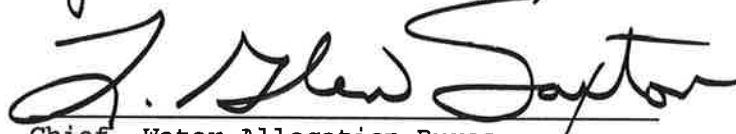
CONDITIONS OF APPROVAL AND REMARKS

4. 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.
5. The right holder shall accomplish the change authorized by this transfer within five (5) years of the date of this approval.
6. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
7. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
- * 8. Right 63-05041 is limited to the irrigation of 67.0 acres in the place of use described above in a single irrigation season.
9. Approval of Transfer 5468 does not confirm Claimed Right 63-05041.
10. Approval of Transfer 5465 does not grant any right-of-way or easement for use of a delivery system owned by person(s) other than the right owner.
11. The well previously used under Right 63-05041 shall be abandoned in a manner which complies with Department well abandonment rules.

Dated this 23rd day of

August

19 99


Chief, Water Allocation Bureau

MICROFILMED

SEP 23 1999

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 5468

RECEIVED
AMENDED
AUG 14 1999

APPLICATION FOR TRANSFER OF WATER RIGHT

RECEIVED

PART 1

MAY 13 1999

Department of Water Resources

Name of applicant Farwest LLC / Marty Goldsmith Phone 388-0181
Post Office address 4550 W. State St. Boise ID 83703

WATER RESOURCES
WESTERN REGION

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes Site being developed for 2 subdivisions: Thousand Springs & Thousand Springs Village. Properly abandon old well & use existing Shebrook well for supplemental irrigation. Balance of supplemental use to be provided from new right from Shebrook well. Rights to be conveyed to NMIO (primary irrigation provided).

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

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>63-05041</u>	<u>JAN. 1, 1958</u>	<u>1.34</u>	<u>Irrig.</u>	<u>3/15</u> to <u>11/15</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

2. Total amount of water being transferred 1.34 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water groundwater tributary to _____
4. Point(s) of Diversion: _____

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		<u>SE</u>	<u>SW</u>	<u>20</u>	<u>3N</u>	<u>16</u>	<u>ADA</u>	<u>Existing Shebrook well</u>

5. Lands irrigated or place of use: Limited to 67 acs/year in following PPOW *

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
3N	16	20									4			4	24	25	24	11	92 *

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SEP 23 1999

Total acres 92 *

PART 1

6. General Information:

a. Description of diversion system Pressurized irrig. system via well.

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

NONE - Using this right on common areas & lands up to
limit of right. Use new right just on lands (1/2 acre or
less per home for new right). Continue to use primary
NMID on entire place.

d. Remarks:

Sherburne well drilled via 83-98-C-0352 for use in Sherburne
Subd. (83-12437). Original statutory claim use decreased from
21 to 67 acre per CFSA records.

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

SEP 23 1999

WR0749NP
No. 63-05041

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 09/02/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	SALLY DIANE MARTIN 2680 E. VICTORY RD. MERIDIAN ID 83642	01/01/1958	IRRIGATION STOCKWATER	04/01 10/31 01/01 12/31	1.420 CFS 0.020 CFS	
TOTAL DIVERSION:					1.440 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: STATUTORY CLAIM

Point(s) of Diversion: T03N R01E S20 SWSE ADA County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				
NENE NENE SWNE SENE				NENW NWNW SWNW SENW				NESW NWSW SWSW SESW				NESE NWSE SWSE SESE				
T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	SUM		
03N	01E	20	:	:	:	:	:	:	:	:	:	32	39	: 71.0		
													TOTAL ACRES	71.0		

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

Pou County: ADA

Dates:	App. Received:	Priority Date:	01/01/1958
	Proof Due Date:	Proof Made Date:	
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:		

Misc: Water District Number: Field Exam Fee:

Audit: 07/05/83 05/01/88 CONVERT

Supplements NMID water

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SEP 23 1999

Page 3 of 6

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
NO If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

1. amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

N/A

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

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	

Total acres _____

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

1. amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

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	

MICROFILMED
SEP 23 1998

Total acres _____

3N 1E
S. 20
No gov't lotr
-SL 4/26/99

Proposed Place
of Use - 2
Subdivisions

Existing
Sheerbrooke
Well

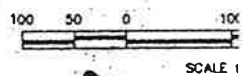
Historical Plw
63-05041 is
W¹/₂ SE¹/₄

MAP # 1 of 3

Attachment A
(3 pgs.)

A3

MAP
#3 of 3



60 total lots
53 buildable

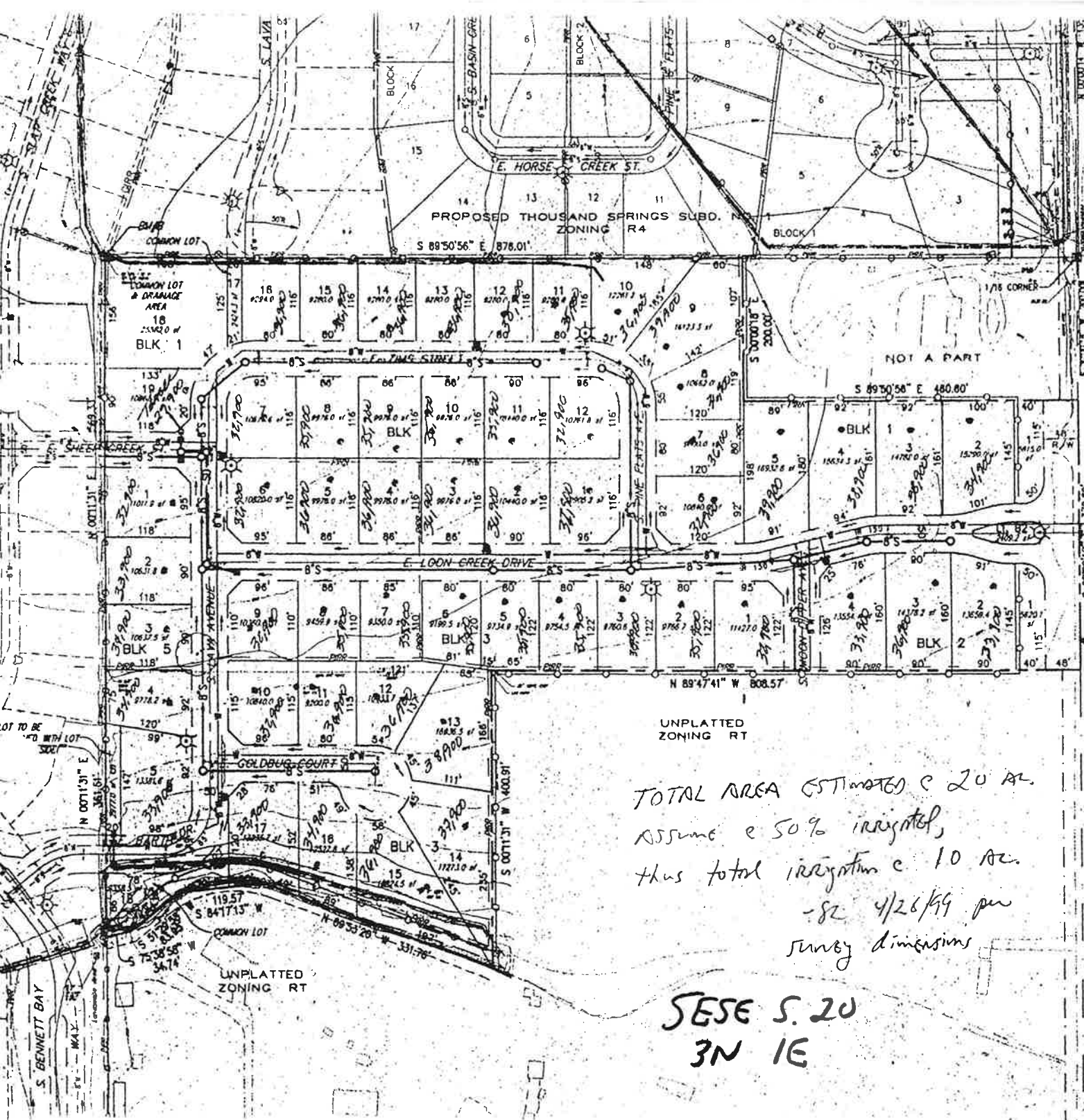
MICROFILM
SEP 23

LEG

Map shows
Thousand Sp. Village
Subd.

TOTAL AREA ESTIMATED @ 20 AC.
Assume @ 50% irrigated,
thus total irrigation @ 10 AC.
-82 4/26/99 per
survey dimensions

SESE S. 20
3N 1E



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

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

SEE Attachment A for 3 maps

1) Logos

2) Thousand Sp. plat (Farwest LLC)

3) Thousand Sp. Village plat (Martin Development INC.)

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SEP 23 1999

PART 3

B. CHANGES IN NATURE OF USE

N/A

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

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

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

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

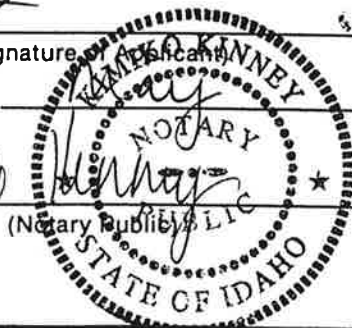
I understand that any willful misrepresentations made in this application may result in voiding its approval.

Subscribed and sworn to before me this 4 day of April, 1999

Monty Johnson

(Signature of Applicant)

Kimberly Kinney



My commission expires 11-10-99

FOR DEPARTMENT USE ONLY

*Replaces 9/18/98
VERSION*

Transfer contains 6 pages and 5 attachments *

Received by SL Date 5/13/99 Protest filed by _____

Prelim. check by SL Fee \$100

Receipted by SL for KS Date 9/18/98 W02445

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

* A = map + plots
B = ownership
C = affidavits of use

D = photo & info on old well
E = aerial photos & use

SEP 23 1999

Transfer of 63-05041

- OWNERSHIP DOCUMENTS -

Land for Thousand Springs and north part
of Thousand Springs Village Subds. now
Farwest (Goldsmith et al).

Balance of T.S. Village Subd. now Martin
Development (Elaine Martin et al).

In Attached: Parcels I-IV = Thousand Springs
Parcels V-VI = Thousand Springs
Village

Attachment B

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SEP 23 1993

(29 pgs.)



Ridenbaugh Canal

NESE

NWSE

NESW

SESW

JWSE

SESE

Nixon to Johnson
parcel IV

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SEP 23 1999

✓ Parcels I-V
conveyed to FOREST (Goldsmith)
✓ Parcel VI to Martin Develop.
Inc (Elaine Martin et al)

Ownership
confirmed
4/29/99

Harris to
Elaine Martin
(Martin DLP Inc)

more details
follow in this
Attachment

EAGLE ROAD

B2

1336

1 5 10 30 60 120 240 480 960 1920

1 5 10 30 60 120 240 480 960 1920

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(4), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Sally Diane Martin
(Name of Claimant)

8080 E Victory Rd., Meridian, Idaho 83642 Telephone No. 288-2464
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use) 1958

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water) Broad water
tributary to

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right returned

Quantity	Use	Period of Use From To	
		(Both dates inclusive) (Mo., Day)	(Mo., Day)
Quantity <u>1.2</u>	Use <u>Irrigation</u>	Period of Use From <u>7-1</u>	To <u>10-31</u>
Quantity <u>0.8</u>	Use <u>Stockwater</u>	Period of Use From <u>7-1</u>	To <u>12-31</u>
Quantity	Use	Period of Use From	To
Quantity	Use	Period of Use From	To
Quantity	Use	Period of Use From	To

(4) TOTAL QUANTITY USED

(5) A) Point of diversion: (Location of point where water is diverted from its source)
Sec. 12 E. 1/4, Sec. 24 E. Twp. 37 N. Rge. 1 E. B.M., County of Ada
Additional points of diversion

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. Well, pump & pipeline and ditches

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			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	
<u>37N</u>	<u>1E</u>	<u>20</u>															<u>12.99</u>		<u>71</u>

No. of acres 71

B) If water is used for other than irrigation, fully describe that use, being as specific as possible

Stockwater, Broad water, Meridian, ID
used in the area

NOTE: Include here the type and number of stock watered Beef, up to 500

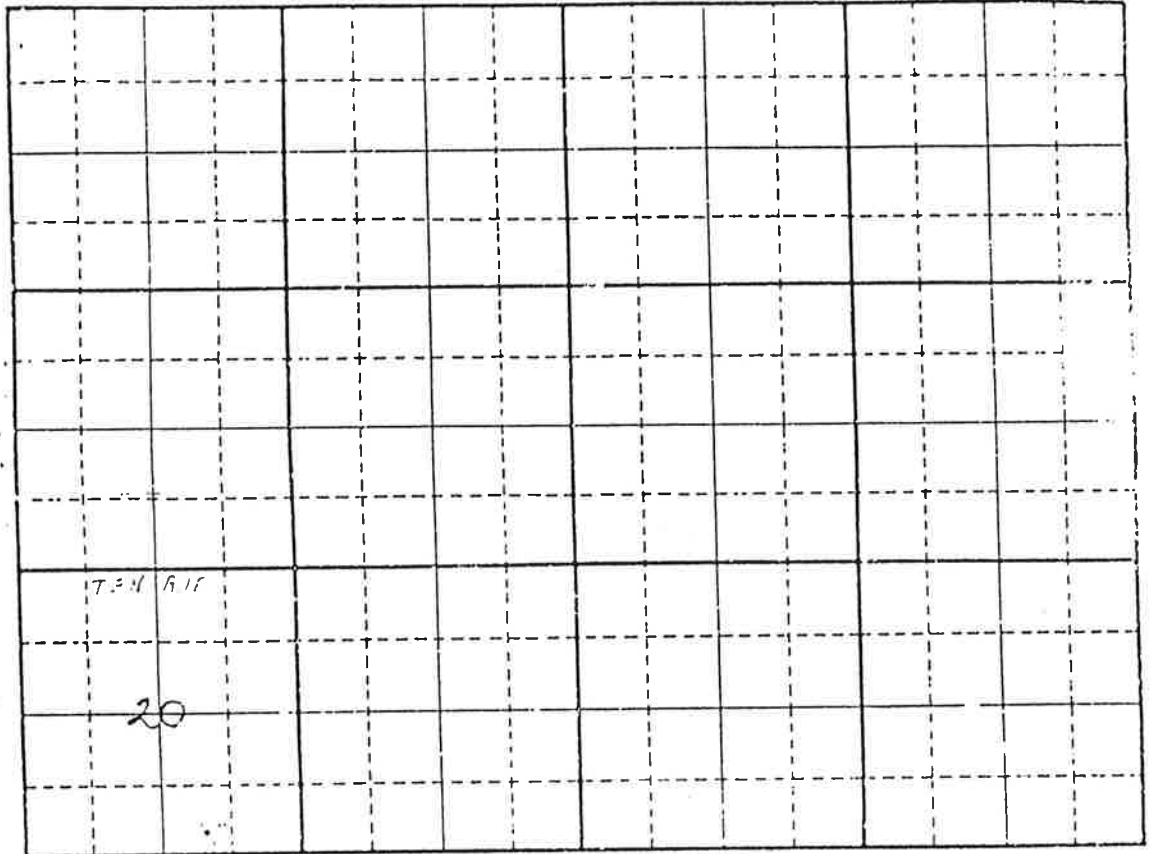
17) If you are claiming water as a member of a corporation, list name of organization Adair

SEP 23 1983

Cu

(B) Rem

This well is in addition to the ~~restia~~ well.
The well is used to supplement water received from the irrigation district



Scale 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system

State of Idaho

County of

ADA

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 14 day of

Sally H. Martin
(Claimant)

1983

Notary Public

Residing at

12 SE, 12 N, 12 E

My commission expires

3-12-84

FOR DEPARTMENT USE ONLY

Received by
Online check by

SP

625

Date 5/25/83

Date 5/25/83

\$30.00 fee received by

Published in

Dates

Janice Schaberman
30 & 7/7/83

Exception filed by

Forwarded to

Date

claimant by

MICROFILMED

SEP 23 1983

C12

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recon

WATER RIGHT NUMBER: 63-5041 V1

Owner Type

Current Owner

Name and Address

FARWEST LLC
C/O MARTY GOLDSMITH
4550 W STATE ST
BOISE, ID 83703
(208)388-0189

Original Owner

SALLY DIANE MARTIN
2680 E VICTORY RD
MERIDIAN, ID 83642
(208)888-7116

Diff Wells
Diff WR
SAME ownership
(original)
MAY not be there
Any more !!

Priority Date: 01/01/1958

Basis: Beneficial Use

Status: Active

Source

GROUND WATER

TributaryBeneficial Use

IRRIGATION

From To

3/15 to 11/15

Diversion Rate

1.340 CFS

Annual Volume

301.50 AF

Total Diversion:

1.340 CFS

301.50 AF

Location of Point(s) of Diversion

GROUND WATER

SE1/4SW1/4

Sec. 20, Twp 03N, Rge 01E, 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		
03N	01E	20									4.0				4.0	24.0	25.0	24.0	11.0	92.0

Total Acres: 92

Conditions of Approval:

1. 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.
2. T07 The right holder shall accomplish the change authorized by this transfer within five (5) years of the date of this approval. Transfer 5468 approved August 23, 1999.
3. W51 Use of this right is combined with water from Nampa Meridian Irrigation District.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-5041 V1

1. Explanatory PROPERTY IS ALSO KNOWN AS THOUSAND SPRINGS AND THOUSAND SPRINGS VILLAGE SUBDIVISIONS.
2. Place of Use - Irrigation THIS RIGHT IS LIMITED TO THE IRRIGATION OF 67 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
3. Purpose of Use THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE 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.

Comments:

1. sbock 7/19/2002 recommendation

Comment: Recommended as per approved transfer 5468. Approved 8/23/99.

Dates and Other Information:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Defendant:

Plaintiff:

Civil Case Number:

Judicial District:

Notice of Error Flag:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

Combined Use Limits: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>
Priority Date	7/19/2002 11:34:20 AM	sbock			Active
POD	7/19/2002 11:39:40 AM	sbock			Active
Source	7/19/2002 11:40:14 AM	sbock			Active
POU	7/19/2002 11:41:36 AM	sbock			Active
Use	7/19/2002 11:42:47 AM	sbock			Active
Season	7/19/2002 11:44:59 AM	sbock			Active
Quantity	7/19/2002 11:45:36 AM	sbock			Active
Summary			07/19/2002	sbock	Active
Contacts	12/1/2004 2:05:14 PM	vmusic			Active

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-5041 V1

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
POU	8/14/2002 11:53:56 AM	sbock	Edited shape boundary
POD	7/19/2002 11:39:08 AM	sbock	Edited point location
POU	7/19/2002 11:40:35 AM	sbock	Edited shape boundary
Priority Date	7/19/2002 11:34:20 AM	sbock	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (No) 4. Is the basis of claim decree or license? (No) 7. Is the basis of claim a Application or Permit? (No) 8. Is the basis of claim a posted notice? (No) 9. Is the Priority Date claimed after the date a permit is required for the source and the water use? (Yes) 12. Does the claim file contain sufficient evidence of Priority Date? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required? Description for Question 12/13 - as per approved transfer
POD	7/19/2002 11:39:41 AM	sbock	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the POD? (Yes) 9. Does the file contain all the necessary information to verify the POD? (No) 10. Is a POD remark and/or condition required?
Source	7/19/2002 11:40:14 AM	sbock	(No) 1. Is the basis of claim Decree or License? (No) 2. Is the basis of claim an Application or Permit? (No) 6. Is the basis of claim a Posted Notice? (No) 7. Is there evidence that there has been a change in the source? (Yes) 10. Does the file contain all the necessary information to verify the source? (No) 11. Is a Source remark and/or condition required? Description for Question 10 - transfer
POU	7/19/2002 11:41:37 AM	sbock	(No) 1. Is the basis of this claim a Decree or License? (Yes) 2b. Is the POU required? (No) 3. Is the basis of claim a Application or Permit? (No) 7. Is there evidence that there has been a change in the POU? (Yes) 13. Does the file contain all the necessary information to verify the POU? (No) 14. Is a POU remark and/or condition required? Description for Question 13 - transfer

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-5041 V1

Season	7/19/2002 11:44:59 AM	sbock	(No) 1. Is the basis of claim Decree or License? (No) 2. Is the basis of claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the Period of Use? (Yes) 12. Does the file contain all the necessary information to verify the Period of Use? (Yes) 13. Is the basis of claim a decree, license, or a transferred beneficial use right that has had the Period of Use administratively determined? (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? (Yes) 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?
POD	7/19/2002 11:45:36 AM	sbock	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is the basis of claim a posted notice? (No) 7. Is a flow measurement required? (Yes) 9. Is the source Groundwater and does the purpose of use require a diversion volume limit? (Yes) 10. Is a irrigation a purpose of use? (Yes) 12. Is a Quantity remark or condition required? Description for Question 7 - as per transfer
Summary	7/19/2002 12:13:29 PM	sbock	(No) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (Yes) 3. Is the water being used for all of the purposes claimed and to the extent claimed? (Yes) 5. Is an additional remark and/or condition required?
Contacts	12/1/2004 2:05:14 PM	vmusic	(No) 1. Do you want to schedule an appointment? Comment for 1: DESKTOP REVIEW
Use	7/19/2002 11:42:48 AM	sbock	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the Purpose of Use? (Yes) 11. Does the file contain all the necessary information to verify the Water Use? (No) 13. Is a Purpose of Use remark and/or condition required?

Music, Vicky

From: Music, Vicky
Sent: Thursday, July 19, 2007 1:41 PM
To: Ted Booth (E-mail)
Cc: Shurte, Jan; Spencer, Nick; Harvey, Becky
Subject: FW: 63-5041

SM Booth -

Actually, this is a beneficial use claim that should have been recommended with the current season of use 3/1 - 11/15. It does not need a shoulder remark.

Also, the condition in the general provisions re the transfer should read as follows and should be in explanatory.

The right holder shall accomplish the change authorized by Transfer No. 5468

within five (5) years of the date of the approval.

Vicky Music

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

From: Ted Booth [mailto:tbooth@srba.state.id.us]
Sent: Thursday, January 04, 2007 11:22 AM
To: Shurte, Jan
Subject: 63-5041

Jan,

Two things: First, period of use ends 11-15, and there is a shoulder remark that allows use as late as 11-15. Second, what about transfer language in the "other provisions" section?

Ted

Eliminate annoying spam!

My mailbox is protected by iHateSpam, the #1-rated spam buster.
<<http://www.ihatespam.net>>

Tracking:	Recipient	Delivery	Read
	Ted Booth (E-mail)		
	Shurte, Jan	Delivered: 7/19/2007 1:41 PM	
	Spencer, Nick	Delivered: 7/19/2007 1:41 PM	Read: 7/19/2007 2:02 PM
	Harvey, Becky	Delivered: 7/19/2007 1:41 PM	

Farwest LLC

4487 N. Dresden Place, Suite 102 • Boise, ID 83714 • Phone: (208) 388-0189 • Fax: (208) 376-2041

LETTER OF TRANSMITTAL

RECEIVED

SEP 27 2005

WATER RESOURCES
WESTERN REGION

To: Lori Harris
Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, ID 83705-5000

Date: September 26, 2005

RE: Water Right No. 63-5041

We are sending

9-27-05

Spoke w/ Farwest re:

Number

Paperwork that was
returned and let them

23/05

Know that an ownership
change is required. They
will submit ASAP.

Returned to claimant 9-27-05

These are

☐	For Approval	☐	Approved as Submitted	☐	Submit for Distribution
☐	For Your Information	☐	Approved as Noted	☐	Return Corrected Prints
☐	As Requested	☐	Returned for Corrections	☒	For Processing
☐	For Review and Comment	☐	Price	☐	For Your Files
☐	For Bids Due:	☐	Resubmit for Approval	☐	

Remarks:

Copy to: File

Signed:

VN
Vivian Nimmo, Farwest, LLC



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

Thousand Springs Village —
need to transfer to
TS HOA.

September 23, 2005

RECEIVED

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

SEP 27 2005

WATER RESOURCES
WESTERN REGION

RECEIVED

SEP 26 2005

FARWEST LLC
C/O MARTY GOLDSMITH
4487 N DRESDEN PL STE 102
BOISE ID 83714

Re: Snake River Basin Adjudication (SRBA)
Water Right No(s). 63-5041
Change of Address

Dear Water Right Holder:

IDWR has been notified the address presently in our records is incorrect. Although we have reached you at the address above we need your written confirmation this is your correct mailing address before we can change our records. Future notices related to your water right(s) can be sent only to the address on your claim(s) or as otherwise changed by you.

Please sign your name at the bottom of this letter and return it to our office. Make corrections to your name and address if necessary before returning this letter. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records.

If there has been a change in ownership of any of the properties connected with the water right(s) referenced above, please call this office to obtain a form to make this required change to the water right(s) records.

Sincerely,

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region

The address is correct as shown above or as otherwise changed.

See attached
Signature of water right claimant

(208) 388-0189
Telephone number

11/99

For Office Use Only
\$25 filing fee _____
Receipt # _____
Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF PERMIT

To change the ownership of a permit

I, Farwest LLC (Marty Goldsmith, Member), hereby assign to Thousand Springs Subdivision HOA
of, PO Box 685, Meridian, ID 83642 (208) 887-7793
(Full Address) (Phone)

All my right, title, and interest in and to Permit No. 63-5041 to
appropriate the public waters of the State of Idaho.

OR (for partial assignments)

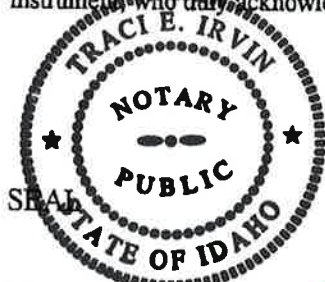
The following described portion of my right, title, and interest in and to for
Permit No. _____ to appropriate the public waters of the State of Idaho.
(Describe portion of the application for permit assigned, listing the number of acres in each 40 acre
subdivision, point of diversion location, and amount of the water in cubic feet per second.)

Made this 26 day of September, 2005.

Marty Goldsmith
Permit Holder(s)

State of Idaho)
County of Ada)ss

On this 26th day of September, 2005, personally appeared before me the signer(s) of the above
instrument who truly acknowledged to me that he (she) (they) executed the same.



Traci E. Irvin
Notary Public residing at
Eagle, Idaho

My commission expires: 5/12/06

STATE OF
DEPARTMENT
WESTERN REGIONAL OFFICE
2735 AIRPORT WAY
BOISE, IDAHO 83705



FIRST CLASS



UNITED STATES POSTAGE
02 1A \$ 00
0004389393 JUN 06
MAILED FROM ZIP CODE

VAA
self

not at this address

FARWEST LLC
C/O MARTY GOLDSMITH
4550 W STATE ST
BOISE ID 83703



63-5041

UNDELIVERABLE
NO POSTAGE

4487 N. Dresden Pl Sta 102
Boise 83714

RECEIVED

JUN 13 2005

WATER RESOURCES
WESTERN REGION

ADDRESS SERVICE

07/19/2002

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

RIGHT NUMBER: 63-5041

NAME AND ADDRESS: FARWEST LLC
C/O MARTY GOLDSMITH
4550 W STATE ST
BOISE ID 83703

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.34 CFS
301.5 AFY

PRIORITY DATE: 01/01/1958

POINT OF DIVERSION:

T03N R01E S20 SESW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	3/15 11/15	1.340 CFS 301.50 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE 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

T03N R01E S20	NESW	4.0	T03N R01E S20	SESW	4.0
T03N R01E S20	NESE	24.0	T03N R01E S20	NWSE	25.0
T03N R01E S20	SWSE	24.0	T03N R01E S20	SESE	11.0

92 ACRES TOTAL

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 67 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE 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. The right holder shall accomplish the change authorized by this transfer within five (5) years of the date of this approval. Transfer 5468 approved August 23, 1999.

EXPLANATORY MATERIAL: Beneficial Use

PROPERTY IS ALSO KNOWN AS THOUSAND SPRINGS AND THOUSAND SPRINGS VILLAGE SUBDIVISIONS.
Use of this right is combined with water from Nampa Meridian Irrigation District.

AJ5809NP
No. A63-05041

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 02/27/01
PAGE: 16

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	FARWEST LLC C/O MARTY GOLDSMITH 4550 W STATE ST BOISE ID 83703 (208) 388-0181	01/01/1958	IRRIGATION	03-15 11-15 <i>384</i>	1.340 CFS	301.50 AFA
TOTAL DIVERSION:					1.340 CFS	301.50 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T03N R01E S20

SESW

ADA County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE								
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		
03N	01E	20	:					:					:	04			04	:	24	25	24	11	:	92.0
TOTAL ACRES																							92.0	

POU County: ADA

Other Rights: A63-16323

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
63-18476 63-18910 A63-18476 A63-18910

Other Water Rights Listing Overlapping Place(s) of Use:
A63-09809 A63-16323 A63-3018120

Remarks: GEN CLAIMANT WOULD LIKE TO CLAIM THAT WATER WAS FIRST USED ON THIS RIGHT SINCE 1940, INFORMATION WAS FROM A PERSON THAT HAD RENTED THE PLACE BEFORE THE CLAIMANT HAD BOUGHT IT. CLAIM AMENDED PER APPROVED TRANSFER 5468. 8/23/99 LH FOR TRANSFER CONDITIONS OF APPROVAL AND REMARKS, SEE COPY OF TRANSFER IN ADJUDICATION FILE.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Audit: 07/14/89 HOWERTON 03/30/95 POST-STD 08/30/99 LHARRIS

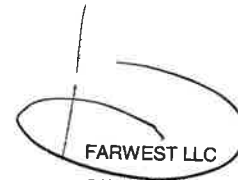
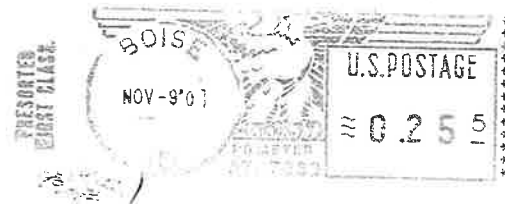
*C18
Nampa Meridian
ACRE LIMIT*

WESTERN WATER RESOURCES
WESTERN REGION
2735 Airport Way
Boise, Idaho 83705-5082

RETURN SERVICE REQUESTED

603-5041

RECEIVED
NOV 19 2001
WATER RESOURCES
WESTERN REGION

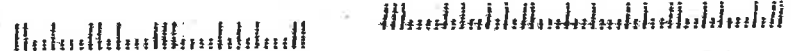


FARWEST LLC
C/O MARTY GOLDSMITH
4550 W STATE ST
BOISE, ID 83703

FARW550 837032016 1601 06 11/16/01
RETURN TO SENDER
FARWEST LLC
4407 N DRESDEN PL #102
GARDEN CITY ID 83714-1379

RETURN TO SENDER

AUMS 837035+5082



Idaho Dept of Water Resources

Claim No(s): 63-5041

T03N, R01E, S 20

Prepared by: Sue Bock

Date: 08/14/2002

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



0 0.060.12 Miles



1987 NAPP



HUBBLE ENGINEERING, INC.

Exhibit A

9550 Bethel Court ■ Boise, Idaho 83709

208/322-8992 ■ Fax 208/378-0329

LEGAL DESCRIPTION FOR SALLY MARTIN PARCEL I

The Northwest Quarter of the Southeast Quarter, and the Southwest Quarter of the Southeast Quarter of Section 20, T.3N., R.1E., B.M., Ada County, Idaho. EXCEPT that portion of the Southwest Quarter of the Southeast Quarter lying South and West of the Ridenbaugh Canal, more particularly described as follows:

*this is
plu of
63-05041
- 12/21/28*

Commencing at the 1/4 corner common to Sections 20 and 29, T.3N., R.1E., B.M.;

thence South 89°36'28" East along the section line 1,341.46 feet to a 5/8" iron pin marking the East 1/16 corner and the REAL POINT OF BEGINNING;

thence North 89°36'28" West, 476.36 feet to a point in the center of the Ridenbaugh Canal, from which a 5/8" iron pin bears South 89°36'28" East, 90.33 feet;

thence along the center of the Ridenbaugh Canal the following courses and distances:

North 56°00'00" West, 290.36 feet;

North 53°20'36" West, 340.70 feet;

thence 175.70 feet along a curve to the right having a central angle of 13°25'21", a radius of 750.00 feet, and a long chord which bears North 46°38'06" West, 175.30 feet;

thence North 39°55'30" West, 340.41 feet to a point on North-South center of section line, from which a 1/2" iron pin bears North 00°23'48" East, 63.61 feet;

thence departing the center of the Ridenbaugh Canal North 00°23'48" East along the center of section line 597.65 feet to C-S 1/16 corner;

thence continuing North 00°23'48" East, 1,338.95 feet to the center of Section 20;

thence North 89°54'48" East, 1,331.73 feet to the C-E 1/16 corner;

thence South 00°11'18" West, 2,689.04 feet to the Point of Beginning. Containing 75.92 acres, subject to road and canal rights-of-way.

Prepared by:
HUBBLE ENGINEERING, INC.



DTP/dkg/333.des

D. Terry Peugh, L.S.

Cc



HUBBLE ENGINEERING, INC.

9550 Bethel Court ■ Boise, Idaho 83709

208/322-8992 ■ Fax 208/378-0329

LEGAL DESCRIPTION FOR SALLY MARTIN PARCEL II

A parcel of land located North and East of the Ridenbaugh Canal in the Southeast Quarter of the Southwest Quarter of Section 20, T.3N., R.1E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the Quarter corner common to Sections 20 and 29, T.3N., R.1E., B.M., from which the E1/16 corner bears South 89°36'28" East, 1,341.46 feet;

thence North 00°23'48" East, 1,338.94 feet to the C-S1/16 corner and the REAL POINT OF BEGINNING.

thence South 00°23'48" West, 597.65 feet to a point in the center of the Ridenbaugh Canal, from which a 1/2" iron pin bears North 00°23'48" East, 63.61 feet;

thence along the center of the Ridenbaugh Canal the following courses and distances:

North 39°55'30" West, 2.99 feet;

North 52°22'24" West, 242.50 feet;

North 33°35'24" West, 233.60 feet;

thence 168.45 feet along a curve to the right, having a central angle of 12°52'08", a radius of 750.00 feet, and a long chord which bears North 27°09'24" West, 168.10 feet;

thence North 20°43'18" West, 111.75 feet to a point on the North boundary of the Southeast quarter of the Southwest quarter of said Section 20'

thence departing the center of the Ridenbaugh Canal South 89°49'16" East,
443.62 feet to the Point of Beginning. Containing 3.77 acres, subject to canal and ditch
rights-of-way.

Prepared by:
HUBBLE ENGINEERING, INC.



DTP/dkg/334.des

D. Terry Peugh, L.S.



HUBBLE ENGINEERING, INC.

9550 Bethel Court ■ Boise, Idaho 83709

208/322-8992 ■ Fax 208/378-0329

LEGAL DESCRIPTION FOR SALLY MARTIN PARCEL III

A parcel of land located South and East of the Ridenbaugh Canal in the South half of the Northeast Quarter of the Southwest Quarter of Section 20, T.3N., R.1E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the quarter corner common to Sections 20 and 29, T.3N., R.1E., from which the E1/16 corner bears South 89°36'28" East, 1,341.46 feet;

thence North 00°23'48" East, 1,338.94 feet to the C-S 1/16 corner and the REAL POINT OF BEGINNING.

thence along the South boundary of the Northeast Quarter of the Southwest Quarter North 89°49'16" West, 423.18 feet to a found 1/2" iron pin as shown on Record of Survey No. 1361, Instrument No. 9243934, (Record North 89°49'39" West, 422.40 feet);

thence generally along the East bank of the Ridenbaugh Canal the following courses and distances:

North 12°06'03" West, 117.03 feet;

North 18°02'03" East, 105.00 feet;

North 39°02'03" East, 322.46 feet;

North 34°43'03" East, 86.20 feet;

North 40°22'33" East, 174.04 feet to a point on the North boundary of the South half of the Northeast Quarter of the Southwest Quarter of said Section 20;

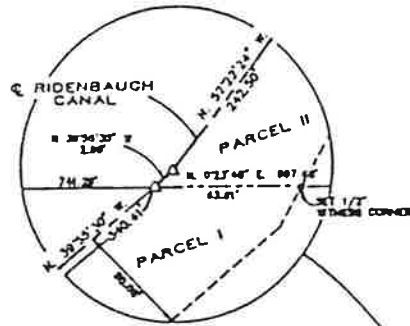
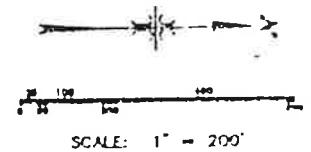
thence South 89°56'27" East, 54.92 feet to the C-N-S1/64 corner;

thence South 00°23'48" West, 669.47 feet to the Point of Beginning. Containing 4.61 acres, subject to canal and ditch rights-of-way.

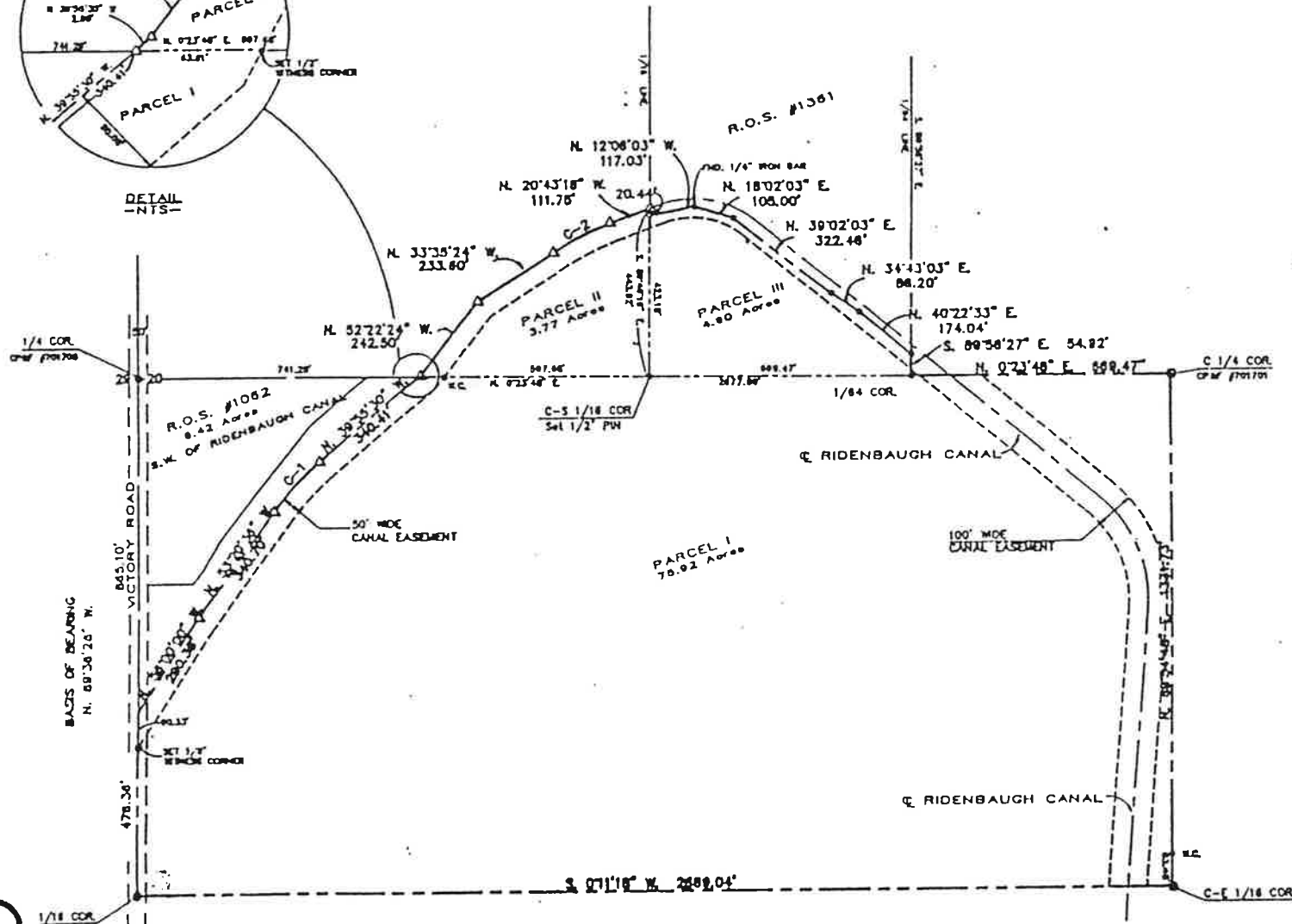
Prepared by:
HUBBLE ENGINEERING, INC.



RECORD OF SURVEY FOR
SALLY MARTIN
 LOCATED IN THE S 1/2 OF SECTION 20,
 T.3N., R.1E., B.M.,
 ADA COUNTY, IDAHO
 • HUBBLE ENGINEERING, INC. •
 BOISE, IDAHO



DETAIL
 -NTS-



LEGEND

- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- FOUND 5/8\"
- FOUND 1/2\"
- SET 5/8\"
- SET 1/2\"
- Δ CALCULATED POINT
- PARCEL LINE
- PROPERTY BOUNDARY LINE
- EASEMENT BOUNDARY
- CANAL

CERTIFICATE OF SURVEYOR

I, D. Terry Pugh, do hereby certify that I am a Registered Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, and that this map is an accurate representation of said survey and is in conformity with the Corner Prescription and Filing Act, Idaho Code 58-1801 through 58-1812.



D. Terry Pugh, L.S. License No. 4431

POST. NO. _____
 STATE OF IDAHO, COUNTY OF ADA, SS.
 FILED FOR RECORD AT THE REQUEST OF HUBBLE ENGINEERING, INC.
 _____ HOURS PAST _____ O'CLOCK _____ M. DAY OF _____
 & DAVID HAYWARD, RECORDER
 BY _____ DEPUTY
 FILE # _____

CURVE DATA

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C-1	1269.00'	177°41'	123.77'		178.22'	S. 49°20'03\"
C-2	1269.00'	177°41'	123.77'		178.22'	S. 49°20'03\"

RECORDING INDEX NUMBER: 311-25-0-0-0-00-00

CLAIM TO A WATER RIGHT

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

2690 E. Victory Rd., Meridian, Idaho 83642 Telephone No. 888-2466

(1) Date of priority (When was the water first applied to a beneficial use) 1955

(2) Describe the source of water. (Name of stream, lake, spring, etc., or ground water)

13) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed.

Units: Acre-Feet		(Both dates inclusive)	
Use		(Mo., Day)	(Mo., Day)
Quantity	Use	Period of Use From	To
Quantity	Use	Period of Use From	To
Quantity	Use	Period of Use From	To
Quantity	Use	Period of Use From	To
Quantity	Use	Period of Use From	To

QTY	UNIT	DESCRIPTION	DATE	TIME	BY	TOTAL QUANTITY USED
14	1	1	1	1	1	1

(5) A) Point of diversion (Location of point where water is diverted from its source)
 Sec. 14, Twp. 37 N., Rge. 10 W., B.M., County of Adams
 Additional points of diversion

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. Well, pump & pipeline or ditches

(G) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

[illegible]No. of discs 71

B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

$\lambda_1, \lambda_2, \dots, \lambda_n$ are the eigenvalues of A , then

NG E Include here the type and number of stock watered Beef, up to 5000

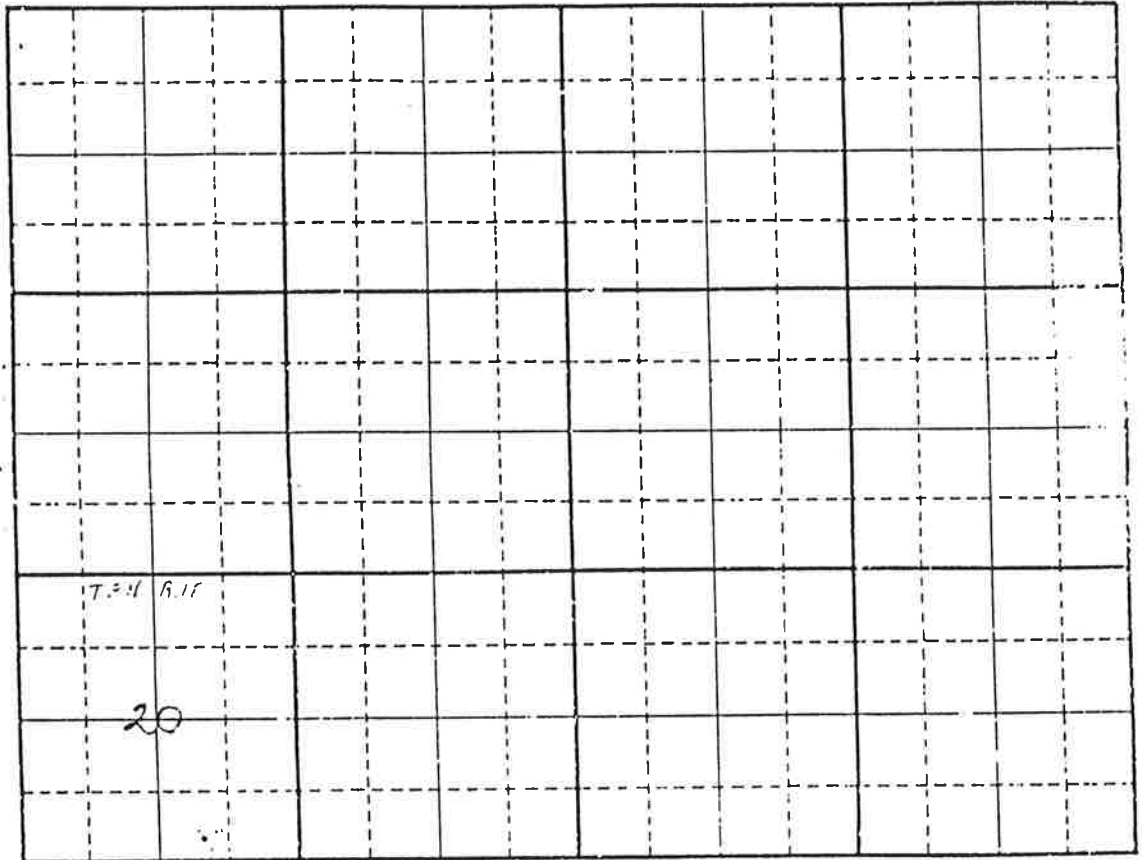
(7) If you are claiming water as a member of an organization, list name of organization

C.

(B) Rem

This well is in addition to the testie well.

The well is used to supplement water received from the irrigation district



Scale 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system

State of Idaho

County of

ADA

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 17th day of

Sally H. Martin
(Claimant)

1983

Regina Hoffman
Notary Public
Residing at Boise, Idaho

My commission expires

6-12-86

FOR DEPARTMENT USE ONLY

Received by

SP

Date 5/25/83

Exception filed by

Forwarded to

Date

Prelim. check by

625

Date 5/25/83

claimant by

\$30.00 fee received by

Date

Published in

Idaho Statesman
30 & 7/7/83

Dates

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A63-05041
Date Received: 7/14/1989
Receipt No: W003610
Received By: Rdh

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SALLY DIANE MARTIN 208-888-7116
Address: 2680 E. VICTORY RD.
MERIDIAN, ID 83642

2. Date of Priority: DEC 31, 1940

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03N	01E	20	SW	SE			ADA

5. Description of diverting works:
12" CASING, SURFACE PUMP, APPROX 100' DEEP, GATED PIPE, HOSES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	1.420		
STOCKWATER	01/01	12/31	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
UP TO 60 HD RANGE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
03N	01E	20	NW	SE		IRR	32.0
			SW	SE		IRR	35.0
Section Acres							67.0

A63-05041

Page 1

Date: 07/14/89

MICROFILMED

AUG 20 1992

C13

— earlier
d.o.p.

↑
Difference
compared to
W.R.
Record.
↓

— 1/55
Acres
but same
15
QCC

82
12/28/98

10. Place of Use: Continued

Total Acres 67.0

11. Place of use in counties: ADA

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

13. Other Water Rights Used:
A63-16323

14. Remarks:

CLAIMANT WOULD LIKE TO CLAIM THAT WATER WAS FIRST USED ON THIS
RIGHT SINCE 1940, INFORMATION WAS FROM A PERSON THAT HAD RENTED
THE PLACE BEFORE THE CLAIMANT HAD BOUGHT IT.

15. Basis of Claim: STATUTORY CLAIM

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): *Sally Diane Martin* Date: *July 14, 1989*

Date: _____

State of Idaho)
County of *ADA*) SS.

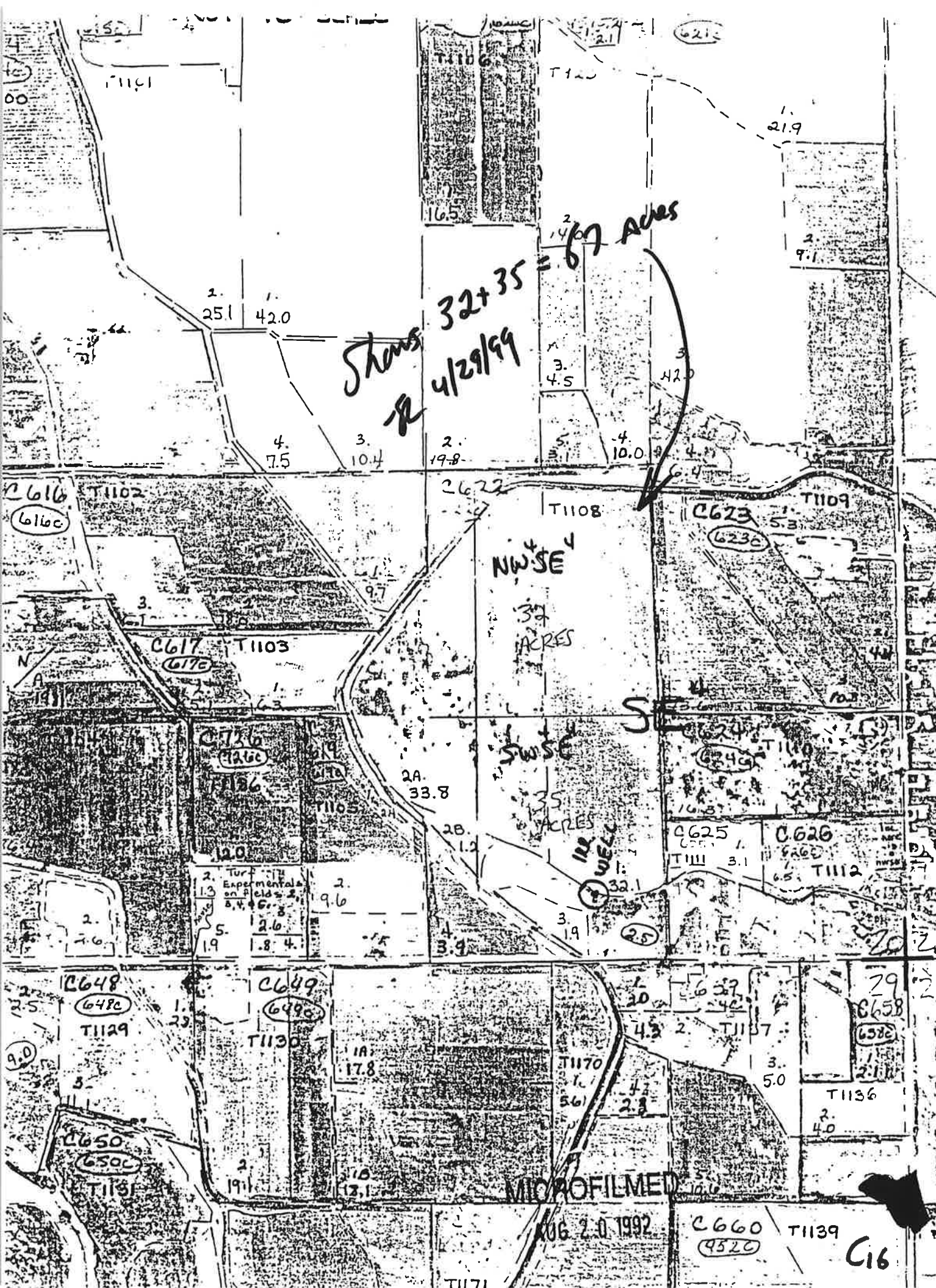
Subscribed and sworn (or affirmed) before me this *14th* day
of *July* 19 *89*

Ron Howerton
Notary Public

Seal

Residing at *Ron Howerton*

My Commission Expires *Residing at Boise, Idaho*
My Commission Expires December 9, 1991



Shows 32+35 = 67 Acres
4/29/99

NW SE
32
ACRES

SW SE
35
ACRES
WELL

MICROFILMED

Aug 20 1992

AG 3-05041

C16

CONVERSATION MEMORANDUM

DATE 4/20/99
FILE 63-05041

NAME OF PARTY Kim Kinney e Farwest
EMPLOYEE JL

Ps- 1 of 2

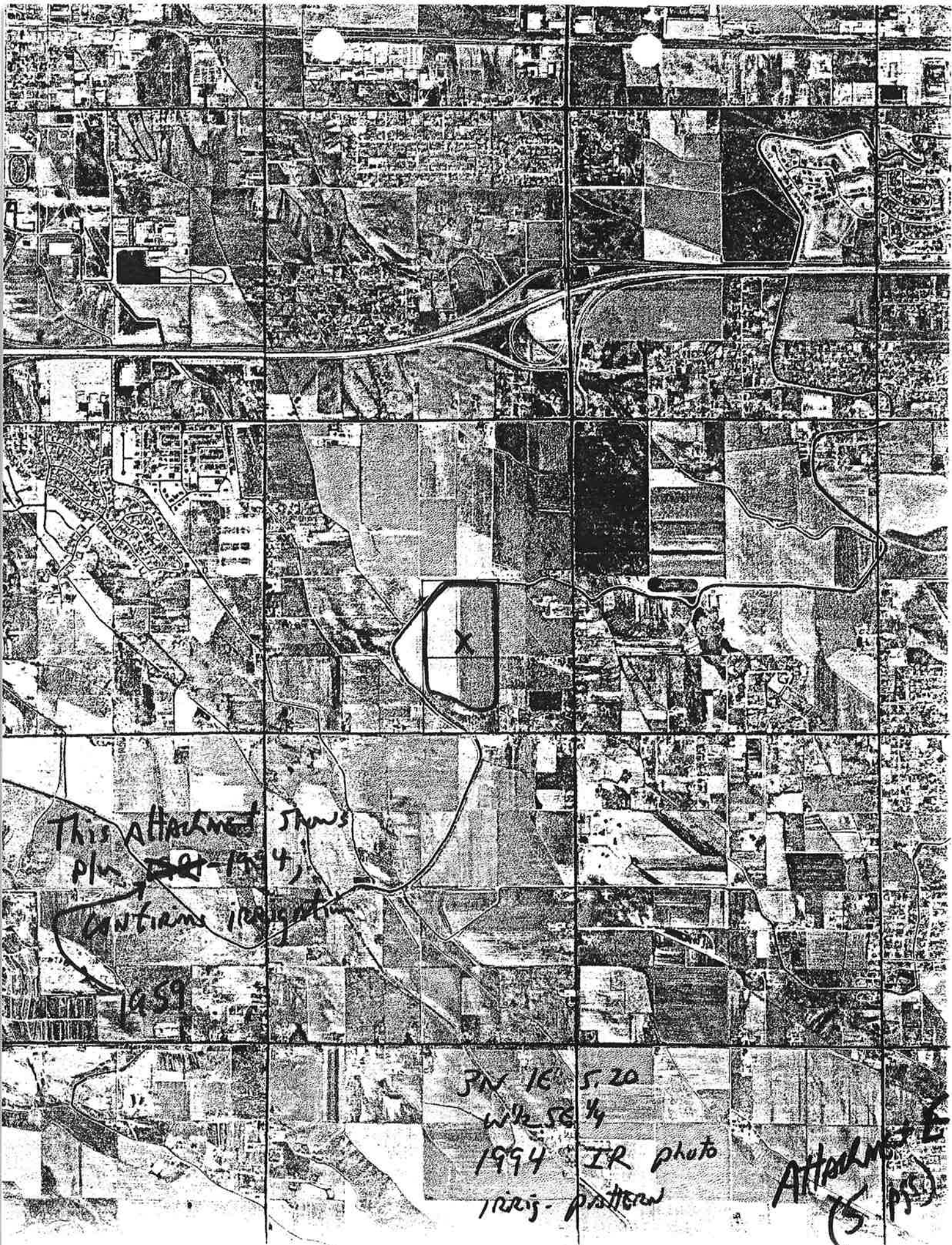
RE: OLD WELL

Attached photo rec'd 4/16/99 as part of her 3/29/99 letter. This is the well in 63-05041 located in SWSE S.20. Apparently (per her subsequent tel. call after rec'd her letter), separate p/d in A63-16323 was abandoned & well in 63-05041 was used for A63-16323 instead. This happened quite awhile ago (not sure when).

That sounds reasonable since A63-16323 has 1890's priority - suggests hand dug well. Farwest intends to withdraw A63-16323 since investigation duplicated in 63-05041.

Now intends to properly abandon pictured well & shift use to existing Sherburne well.

Attachment D
(2 pgs.)

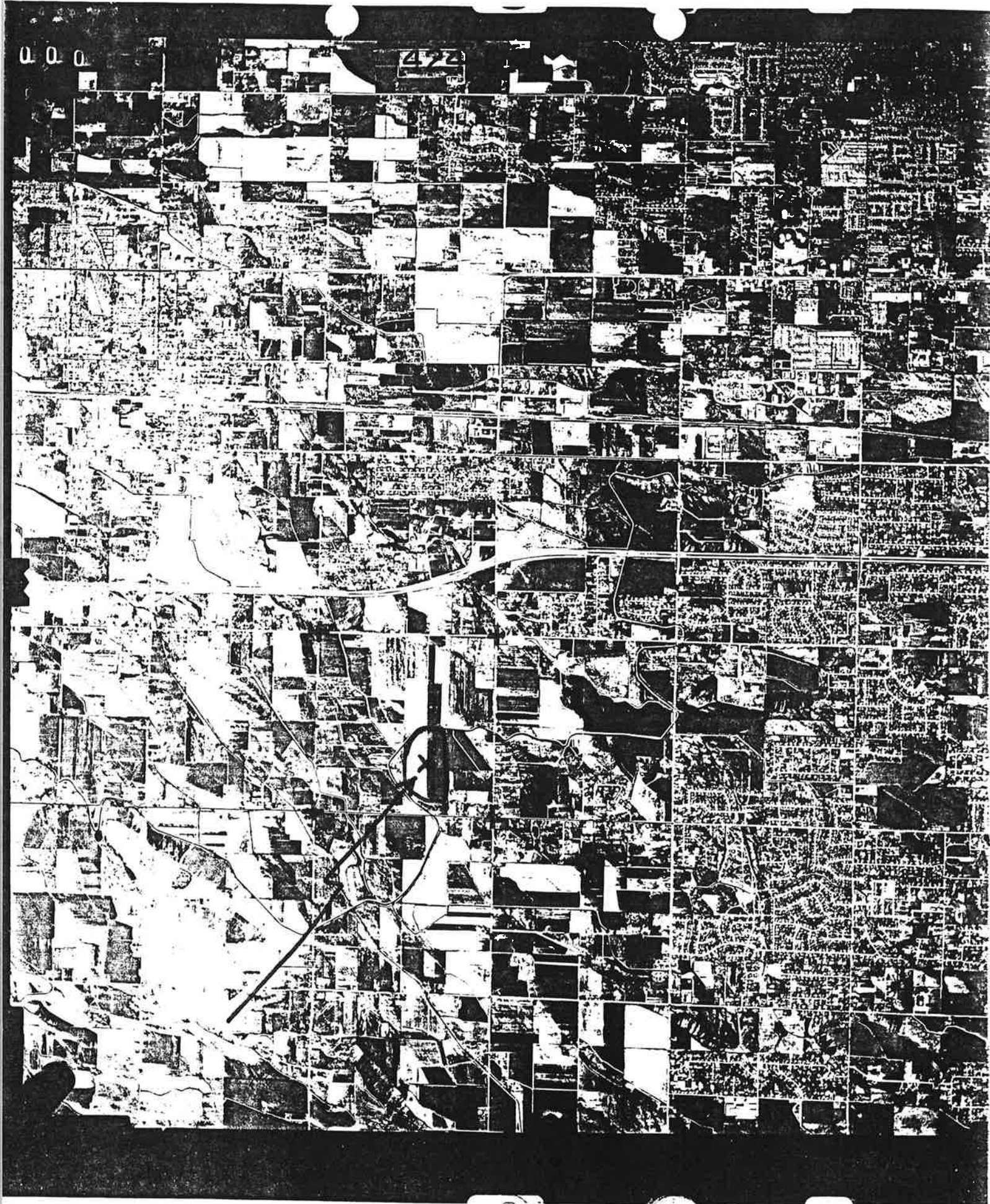


This Attachment shows
plan ~~1994~~ 1994,
contains irrigation

1959

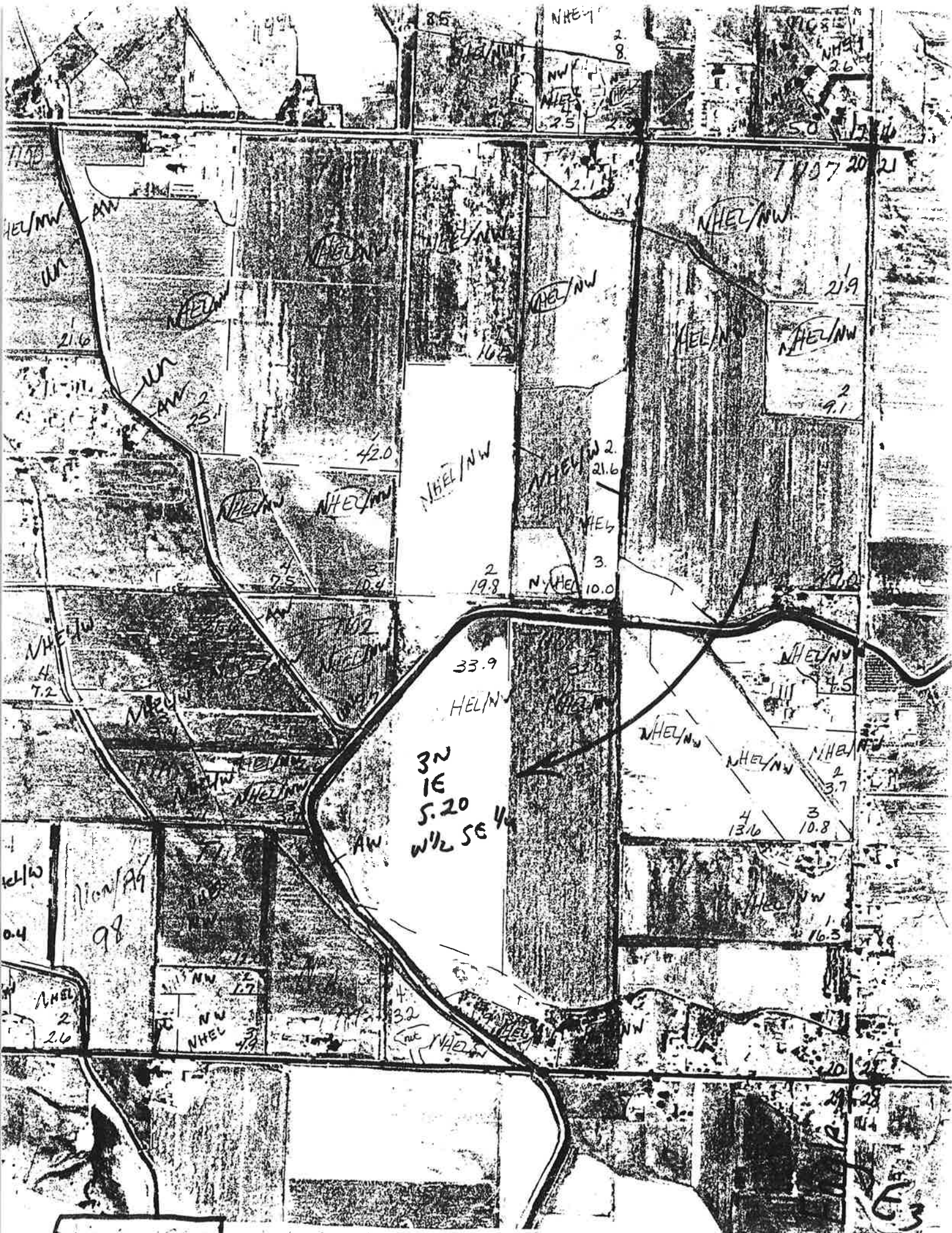
PN 16 5.20
w/ 50 4
1994 IR photo
irrig. pattern

Attachment E
(5 pgs)

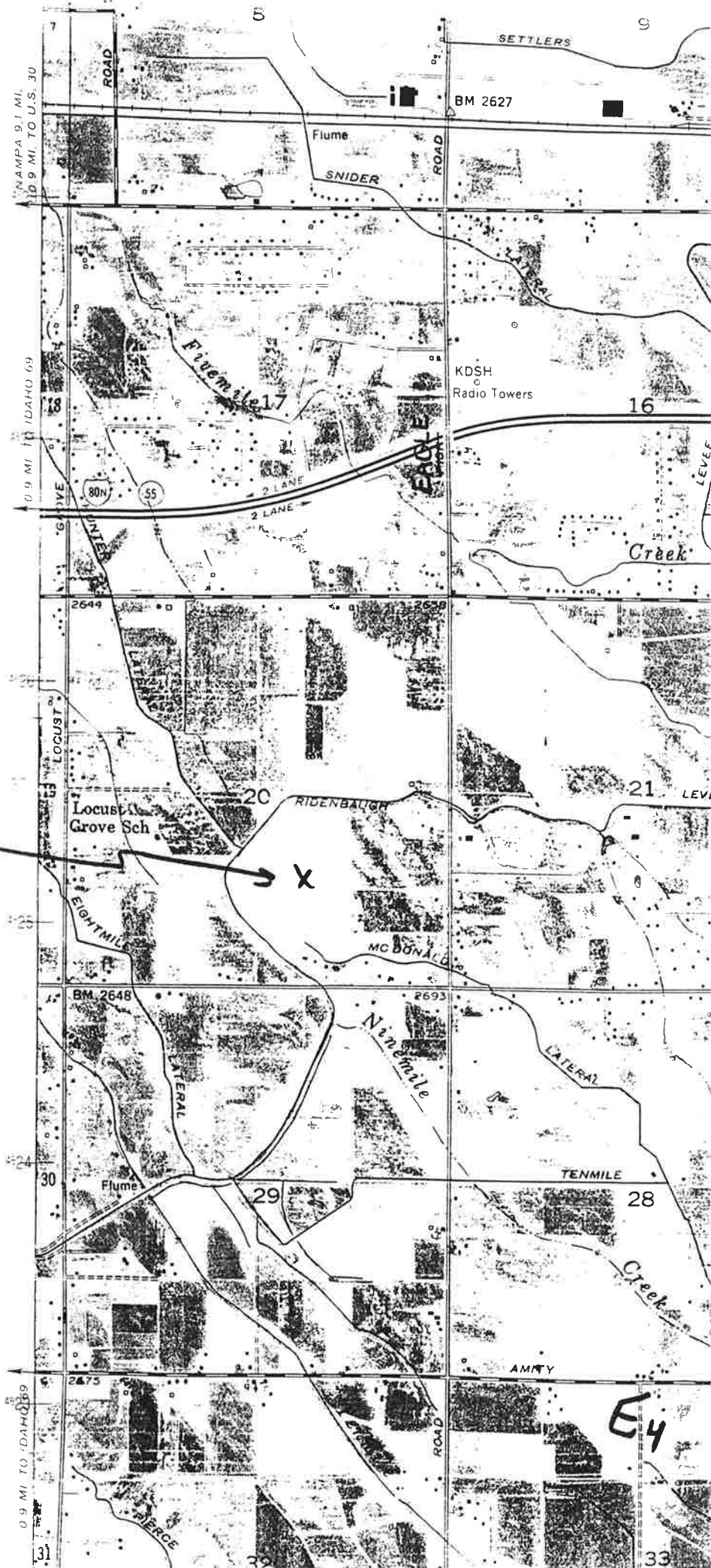


3N 1E S. 20 W 1/2 SE 1/4 7/1987 NAPP X58 NW
irrig. pattern

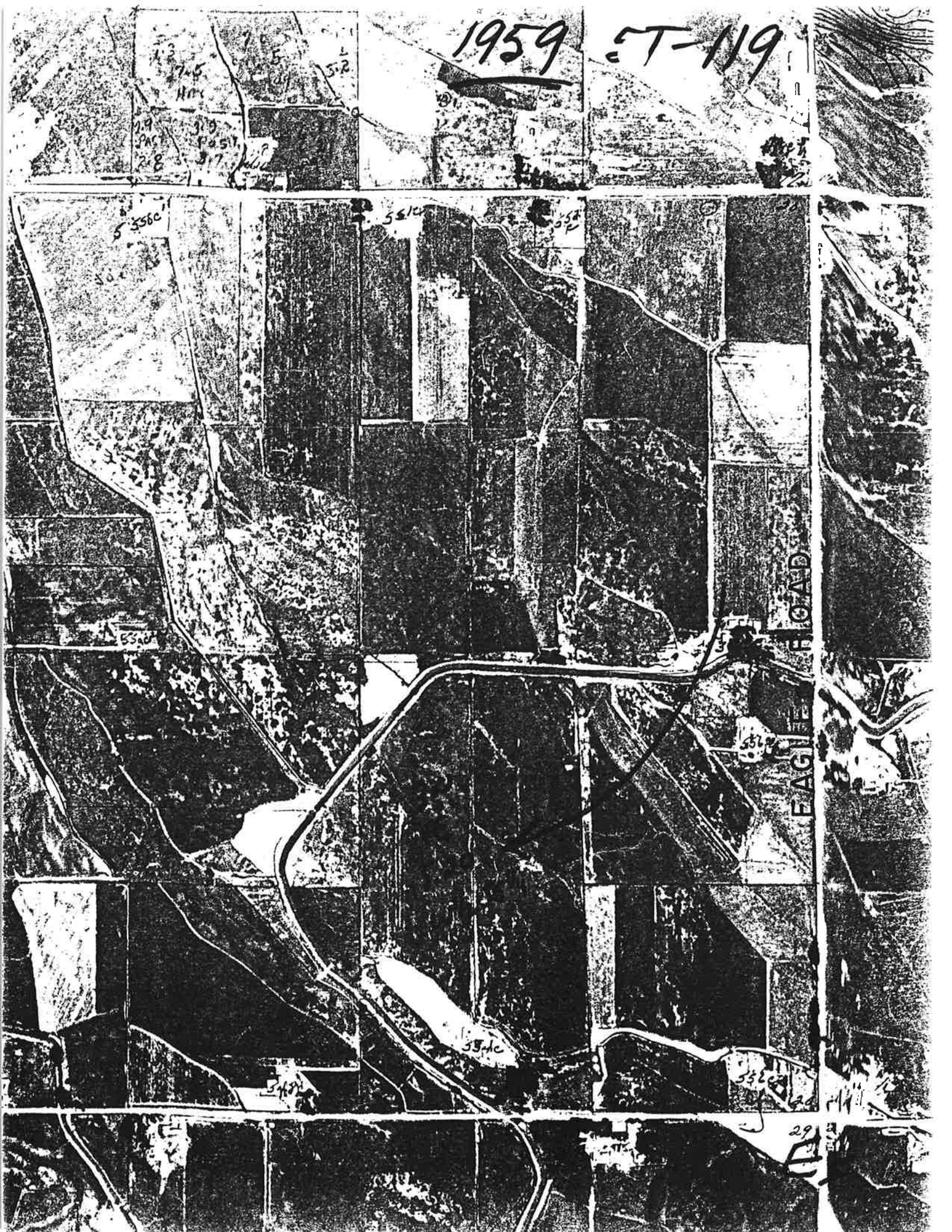
E2



3N 1E S.20
W 1/2 SE 1/4 10000
pattern 7/1981
orthophoto



1959 ET-119



EAGLE ROAD

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A63-05041
Date Received: 7/14/1989
Receipt No: W007610
Received By: R&L

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SALLY DIANE MARTIN 208-888-7116
Address: 2680 E. VICTORY RD.
MERIDIAN, ID 83642
2. Date of Priority: DEC 31, 1940
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:
- | Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 03N | 01E | 20 | SW | SE | | | ADA |
5. Description of diverting works:
12" CASING, SURFACE PUMP, APPROX 100' DEEP, GATED PIPE, HOSES.
6. Water is used for the following purposes:
- | Purpose | From | To | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| IRRIGATION | 04/01 | 10/31 | 1.420 | | |
| STOCKWATER | 01/01 | 12/31 | 0.020 | | |
7. Total Quantity Appropriated is:
1.440 C.F.S. (and/or) A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
UP TO 60 HD RANGE
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	01E	20	NW	SE		IRR	32.0
			SW	SE		IRR	35.0
Section Acres							67.0

A63-05041

Page 1

Date: 07/14/89

MICROFILMED
AUG 20 1992

10. Place of Use: Continued

Total Acres 67.0

11. Place of use in counties: ADA

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

13. Other Water Rights Used:
A63-16323

14. Remarks:

CLAIMANT WOULD LIKE TO CLAIM THAT WATER WAS FIRST USED ON THIS
RIGHT SINCE 1940, INFORMATION WAS FROM A PERSON THAT HAD RENTED
THE PLACE BEFORE THE CLAIMANT HAD BOUGHT IT.

15. Basis of Claim: STATUTORY CLAIM

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): Sally Diane Martin Date: July 14, 1989

Date: _____

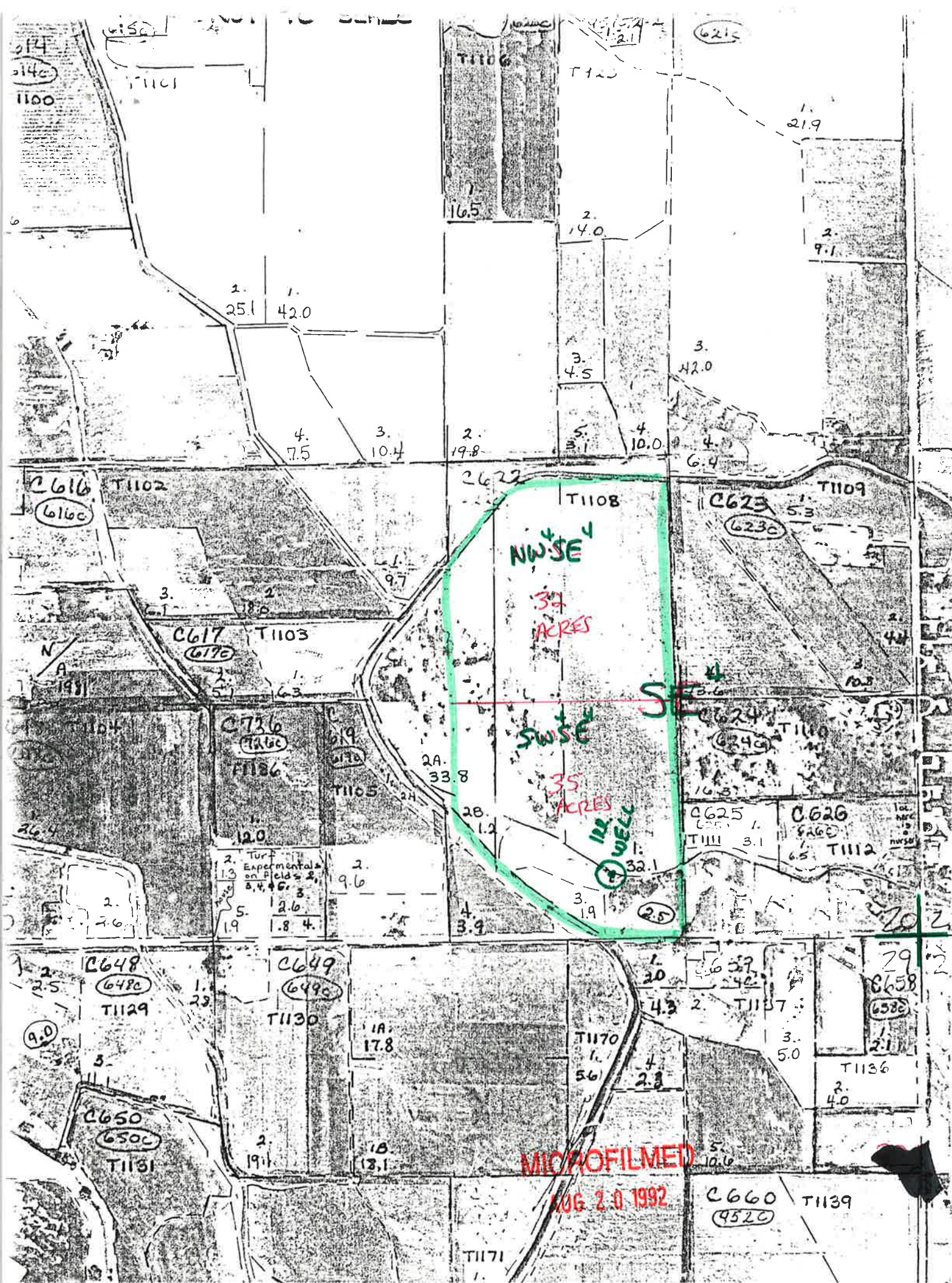
State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 14th day
of July 19 89

Ron Howerton
Notary Public

Seal

Residing at Ron Howerton
My Commission Expires Residing at Boise, Idaho
My Commission Expires December 8, 1994



AG 3-05041



HUBBLE ENGINEERING, INC.

9550 Bethel Court ■ Boise, Idaho 83709

208/322-8992 ■ Fax 208/378-0329

LEGAL DESCRIPTION FOR SALLY MARTIN PARCEL III

A parcel of land located South and East of the Ridenbaugh Canal in the South half of the Northeast Quarter of the Southwest Quarter of Section 20, T.3N., R.1E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the quarter corner common to Sections 20 and 29, T.3N., R.1E., from which the E1/16 corner bears South 89°36'28" East, 1,341.46 feet;

thence North 00°23'48" East, 1,338.94 feet to the C-S 1/16 corner and the REAL POINT OF BEGINNING.

thence along the South boundary of the Northeast Quarter of the Southwest Quarter North 89°49'16" West, 423.18 feet to a found 1/2" iron pin as shown on Record of Survey No. 1361, Instrument No. 9243934, (Record North 89°49'39" West, 422.40 feet);

thence generally along the East bank of the Ridenbaugh Canal the following courses and distances:

North 12°06'03" West, 117.03 feet;

North 18°02'03" East, 105.00 feet;

North 39°02'03" East, 322.46 feet;

North 34°43'03" East, 86.20 feet;

North 40°22'33" East, 174.04 feet to a point on the North boundary of the South half of the Northeast Quarter of the Southwest Quarter of said Section 20;

thence South 89°56'27" East, 54.92 feet to the C-N-S1/64 corner;

thence South 00°23'48" West, 669.47 feet to the Point of Beginning. Containing 4.61 acres, subject to canal and ditch rights-of-way.

Prepared by:
HUBBLE ENGINEERING, INC.



PROPERTY DESCRIPTION FOR

NIXON TO JOHNSON

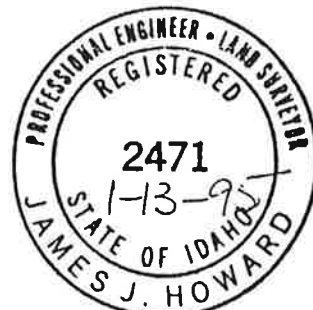
IV parcel

A parcel of land being all of that portion of the NE 1/4 SE 1/4 of Section 20, T.3N., R.1E., B.M., Ada County, Idaho, lying southerly of and adjacent to the centerline of the Ridenbaugh Canal, said parcel being more particularly described as follows:

Commencing at the Brass Cap marking the corner common to Sections 20, 21, 28 and 29, T.3N., R.1E., B.M., Ada County, Idaho; thence, N.0°00'04"W. 1350.08 feet to an axle marking the Southeast corner of said NE 1/4 SE 1/4 of Section 20, said point being the REAL POINT OF BEGINNING; thence, N.89°50'39"W. 1336.59 feet; thence, N.0°11'58"E. 1226.50 feet to the centerline of the Ridenbaugh Canal; thence along said centerline the following courses and distances: S.85°56'08"E. 560.84 feet to a point of curve; thence along a curve to the left 116.45 feet, said curve having a delta of 33°21'36", a radius of 200.00 feet, tangents of 59.93 feet and a long chord of 114.81 feet which bears N.77°23'13"E. to a point of tangent; thence, N.60°42'25"E. 121.50 feet to a point of curve; thence a long a curve to the right 222.31 feet, said curve having a delta of 50°57'00", a radius of 250.00 feet, tangents of 119.11 feet and along chord of 215.06 feet which bears N.86°10'55"E. to a point of tangent; thence, S.68°20'35"E. 366.39 feet to the line common to said Sections 20 and 21; thence, S.0°00'42"W. 1154.00 feet to the REAL POINT OF BEGINNING, said parcel containing 37.60 acres, more or less.

SUBJECT TO:

Any rights-of-way or easements of record or in use.

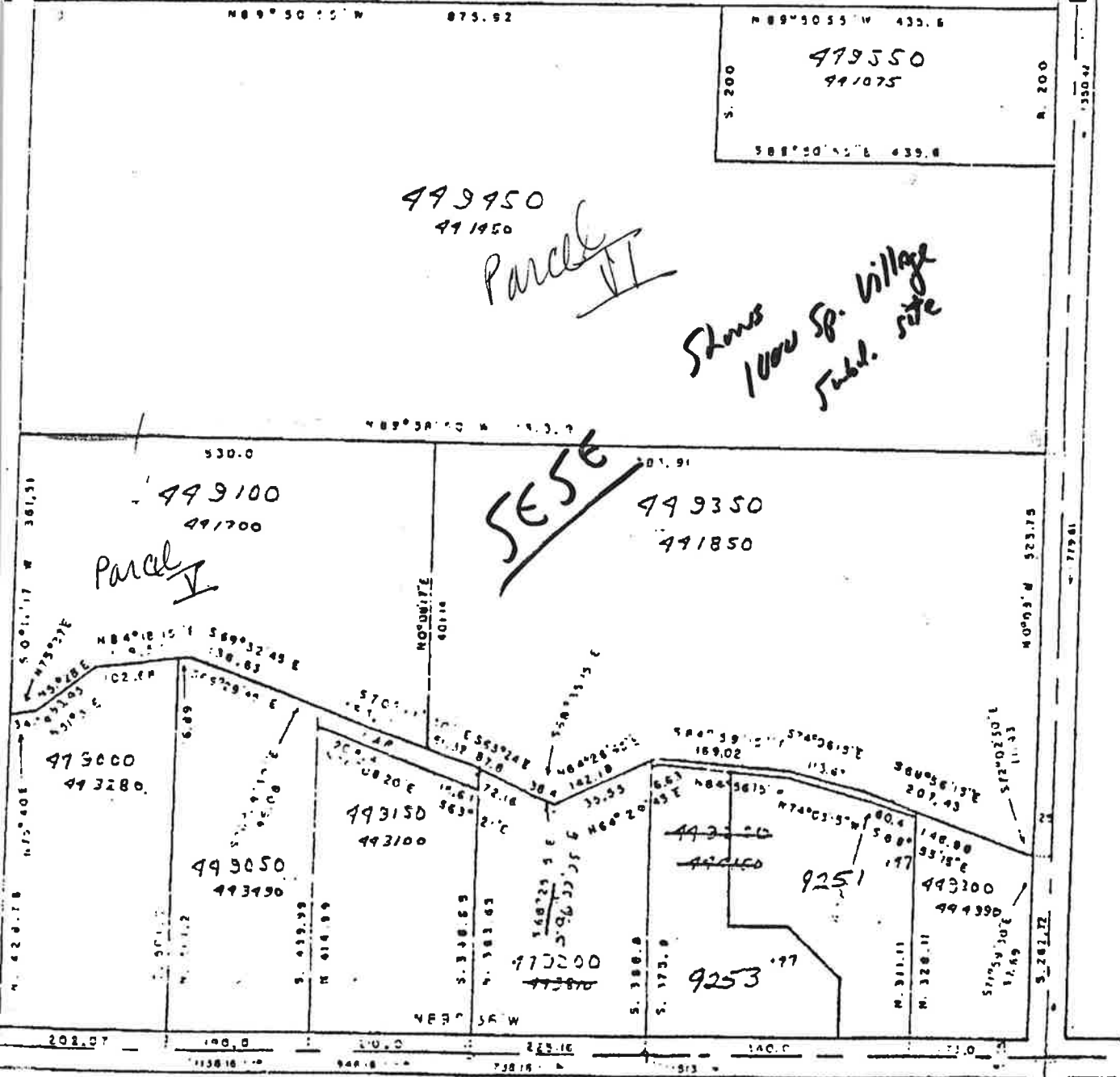


JJ Howard

Sec 20 3N 1E SE SE

EAGLE ROAD

83



113

S.E. CORNER
SEC. 20

B12



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS BEFORE SIGNING, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT



ID# 30445

DATE 9/4/98

1. REAL ESTATE OFFICES:

Listing Agency

MLS Office# N/A

Selling Agency

MLS Office# N/A

Listing Agent Name

MLS Agent #

Phone #(office)

(home)

Selling Agent Name

MLS Agent #

Phone #(office)

(home)

2. BUYER AND LEGAL DESCRIPTION:

(Hereafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as

"premises" commonly known as PAL #9100 of SEYSEY City MERIDIAN County ADA Idaho, Zip

legally described as: PARCEL #9100 of SEYSEY SEC 20 3N 1E

PARCEL ID# 51120449100

3. TOTAL PURCHASE PRICE: SEVENTY-SEVEN THOUSAND SIX-HUNDRED DOLLARS,

\$77,600 payable upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: (Note: A+C+D+E should add up to (or be equal to) total purchase price, except for 100% financing)

\$1,000

A. EARNEST MONEY: BUYER hereby deposits ONE-THOUSAND DOLLARS as Earnest Money

evidenced by: ☐ cash ☐ personal check ☐ cashier's check ☐ note due ☐ other

and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall

be held by: ☐ Listing Broker ☐ Selling Broker ☒ other PIONEER for the benefit of the parties

hereto, and N/A (Broker) shall hold the completely executed Broker's copy of

this Agreement. The responsible Broker shall be N/A

B. ALL CASH OFFER: ☒ YES ☐ NO If this is an all cash offer do not complete lines 25 through 47, fill blanks with N.A.

\$ N/A

C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IHFA

☐ RD ☐ OTHER FIRST LOAN of \$ not including mortgage insurance,

with interest not to exceed % for a period of year(s) at: ☐ fixed rate ☐ other

BUYER shall pay no more than point(s) plus origination fee if any. SELLER shall pay no more than point(s). Any

reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally. BUYER shall apply for such

loan within business day(s) of SELLER's acceptance. Within business days of final acceptance of all parties.

BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification,

debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received

by SELLERS within the strict time allotted, SELLERS may at their option cancel this agreement by notifying BUYERS in writing

of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or

BUYER's Earnest Money may be returned at BUYER's request.

FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be

obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money

deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by

the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value

of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of

proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised

valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure.

HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and

condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

D. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 5).

☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

\$ ALL

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing,

In GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference

between the approximate balances of the loans shown above, which are to be assumed or taken subject to, and the actual

balances of said loans at closing of escrow shall be adjusted in ☐ Cash ☐ Other:

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.

BUYER's Initials (JD) (JD) Date 9/4/98 SELLER's Initials (JD) (JD) Date 9/4/98

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

B13

PROPERTY ADDRESS: 9100 AT SE4SE4 SEC 20 3N 1E ID#: 30445

5. ADDITIONAL TERMS AND/OR CONDITIONS: 1) SUBJECT TO BUYER'S APPROVAL
OF ACCEPTABLE WATER TABLE STUDY TO BE
COMPLETED (180) ONE - HUNDRED EIGHTY DAY AFTER
ACCEPTANCE

6. OCCUPANCY: BUYER ☐ does ☒ does not intend to occupy property as BUYER'S primary residence.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. The following additional items are specifically:

A. INCLUDED IN THIS SALE: WATER RIGHTS - T HONDA

B. EXCLUDED IN THIS SALE: NON-ATTACHED

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

10. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

11. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable). BUYER has reviewed C.C. & R.'s. ☐ Yes ☐ No ☒ N/A

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed

Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$ _____ per _____

13. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

14. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.

BUYER's Initials (NA) (9/1/00) Date SELLER's Initials (NA) (9/1/00) Date

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®.

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123
124 PROPERTY ADDRESS: 9100 OF SEYSEY SEC 20 3 N 1 E ID#: 30445125 **15. INSPECTION:** BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER
126 shall, within 180 business day(s) of acceptance complete these inspections and give to SELLER written notice of items disapproved of. BUYER is
127 strongly advised to exercise these rights and to make BUYER's own selection of professionals with appropriate qualifications to conduct inspections of
128 the entire property. BUYER's acceptance of the condition of the property is a contingency of this Agreement.129 BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 130 to 143.130 **SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:**131 1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed
132 to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and
133 (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair
134 or correct.135 2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent
136 section(s) of written inspection reports. SELLER shall have 2 business day(s) in which to respond in writing.137 3. If SELLER does not respond within the strict time period specified, BUYER shall have 2 business day(s) (after receipt of SELLER's response,
138 or after the expiration of the time for SELLER to respond, whichever occurs first) to cancel this Agreement in writing.139 4. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected
140 to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
141 SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless
142 from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. **No inspections may be made by any**
143 **governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.**144 **16. SELLER'S PROPERTY DISCLOSURE FORM:** If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution
145 of this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property146 Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☐ No ☒ N/A147 **17. LEAD PAINT DISCLOSURE:** The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint
148 hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information
149 pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other
150 information, if any, related to the presence of lead-based paint hazards on said property. (c) That this contract is contingent upon my right to have
151 the property tested for lead-based paint hazards to be completed no later than _____ or the contingency will terminate. (d) That152 BUYER hereby ☒ waives ☐ does not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER
153 has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the
154 problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit will be
155 returned to BUYER.156 **18. FINAL VERIFICATION OF CONDITION:** BUYER shall have the right to make a final inspection of the property approximately 2 day(s)
157 prior to close of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by BUYER
158 and SELLER, (b) SELLER has complied with SELLER's other obligations, and (c) the property is otherwise in substantially the same condition as on the
159 date of acceptance of the offer, unless otherwise agreed in writing.160 **19. TITLE INSURANCE:**161 **(A) TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title
162 insurance policy showing the condition of the title to said premises. BUYER shall have 2 business day(s) from receipt of the commitment
163 or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the
164 commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title
165 of said premises is not marketable, or cannot be made so within 2 business day(s) after notice containing a written statement of defect
166 is delivered to SELLER, BUYER's Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance
167 cancellation fee, escrow and legal fees, if any.168 **(B) STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance
169 policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and
170 defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. **The risk assumed by the title company in the standard**
171 **coverage lender's policy is limited to matters of public record.**172 **(C) EXTENDED COVERAGE LENDER'S POLICY (Mortgage policy):** The lender will require that BUYER (Borrower) furnish an Extended
173 Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain
174 matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the**
175 **lender.**176 **(D) EXTENDED COVERAGE OWNER'S POLICY:** A standard title policy does not cover certain potential problems or risks such as liens
177 (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims
178 if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become
179 legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER
180 talk to a title company about what it offers in the way of extended coverage title policies and endorsements. **This extended coverage owner's**
181 **policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.**182 Extended Coverage Owner's Policy requested ☐ Yes ☐ No. Additional premium paid by: ☒ BUYER ☐ SELLER.183 **(E)** The parties agree that PIONEER Title Company shall provide title policy and preliminary report
184 of commitment.

185 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.

186 BUYER's Initials (MA) (9/4/98) Date SELLER's Initials (JS) (9/4/98) Date187 This form is printed and distributed by the Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. This form has been designed for and
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191 **R.E.21 EFFECTIVE DATE AUGUST 1, 1997**

B15

193
194 PROPERTY ADDRESS: #9100 04 SE4 SE4 SEC 20 3N 1E ID#: 30445
195

196 20. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by
197 law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements.
198 SELLER agrees to pay a maximum of \$ N/A lender/appraiser required repair costs.
199

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
201 Appraisal Fee				X	Title Ins. Standard Coverage Owner's Policy		X		
202 Closing Escrow Fee			X		Title Ins. Extended Coverage Lender's Policy				X
203 Attorney Contract/Document 204 Preparation Fee/Cost			X	X	Title Ins. Extended Coverage Owner's Policy				X
205 Loan Document Preparation				X	Septic Inspection				X
206 Flood Certification Fee				X	Septic Pumping				X
207 Flood Tracking Fee				X	Survey				X
208 Loan Assumption Fee				X	Well Inspection				X
209 Tax Service Fee				X	Appraisal Re-Inspection Fee				X
210									

211
212 21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of
213 which shall together constitute one and the same instrument.

214 22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all
215 prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements
216 or representations not expressly set forth herein shall be binding upon either party.

217 23. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission
218 shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures
219 by signing an original document.
220

221 24. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated
222 damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make
223 demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker
224 on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees,
225 inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker,
226 provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically
227 acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy,
228 and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay
229 the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage
230 fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending
231 resolution of the matter.

232 If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned
233 to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees,
234 if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

235 25. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement
236 may be provided to the County Assessor's Office by either party or by either party's Broker.

237 26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.
238

239 27. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete
240 this transaction. The closing date shall be no later than 6/30/99

241 The parties agree that the "closing agency" for this transaction shall be PIONEER (TANET)
242 If a long-term escrow / collection is involved, then the long-term escrow holder shall be N/A

243 28. POSSESSION: BUYER shall be entitled to possession upon closing or date time "Closing" means the date
244 on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. Property taxes and water
245 assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall
246 be pro-rated as of CLOSING. BUYER shall pay for fuel in tank, amount to be determined by the supplier at SELLER's expense.
247

248 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages.

249 BUYER's Initials (MJA) 9/14/98 Date SELLER's Initials (S-11-98) Date

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254 R.E.21 EFFECTIVE DATE AUGUST 1, 1997

B16

PROPERTY ADDRESS: 9100 04 SE4 SE4 SEC 70 3N 1E ID#: 30445

29. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: N/A

30. REPRESENTATION CONFIRMATION:

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) N/A for the BUYER.

Selling broker acted as a(n) N/A for the BUYER.

In this transaction, the brokerage(s) involved has the following relationship(s) with the SELLER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) N/A for the SELLER.

Selling broker acted as a(n) N/A for the SELLER.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

31. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) _____ and (Time) _____. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

32. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)

BUYER Signature Marty Goldsmith BUYER Signature _____

BUYER (Print Name) MARTY GOLDSMITH BUYER (Print Name) _____

Date 9/4/98 Time 3:00P Phone # _____ Date _____ Time _____ Phone # _____

Address _____ Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

33. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☒ SEE ATTACHED SELLER ADDENDUM

☐ SEE ATTACHED SELLERS RIGHT TO CONTINUE TO MARKET PREMISES ☐ SEE ATTACHED COUNTER OFFER(S)

SELLER Signature SEE ADDENDUM #1 SELLER Signature N/A

SELLER (Print Name) [Signature] SELLER (Print Name) _____

Date 9/4/98 Time 2:30P Phone # _____ Date _____ Time _____ Phone # _____

Address _____ Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on this 11th day of SEPT, 19 98.

BUYER: Marty Goldsmith BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 5 Pages.

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ADDENDUM/AMENDMENT # _____ (1,2,3, etc.)



THIS IS AN ADDENDUM/AMENDMENT TO A PURCHASE AND SALE AGREEMENT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY OR ACCOUNTANT BEFORE SIGNING.

This is an ADDENDUM ☒ or an AMENDMENT ☐ to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.

Earnest Money Dated: 9/4/98, 19 ID # 30445

ADDRESS: PAR # 9100 OF SE4SE40F SEC20 3N 1E

BUYER(S): MARTY GOLDSMITH

SELLER(S): MRS. HASTINGS

The undersigned Parties hereby agree as follows:

1) EARNEST MONEY TO BE \$3000⁰⁰ ~~+~~
RELEASED DIRECTLY TO SELLER
= NON-REFUNDABLE.

2) SECTION 2 LINE # 10; BUYER IS TO BE MARTY GOLDSMITH.

Ashley's
↓

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Marty Goldsmith BUYER

BUYER

Mrs. Hastings SELLER

SELLER

DATED: Sept 11 1998
TIME: 1:00 PM ☐ A.M. ☒ P.M.

DATED: 9/11/98
TIME: 2:00 PM ☐ A.M. ☒ P.M.

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Addendum/Amendment Revised - 2/98

BUYER'S COPY WITH SELLER'S ACCEPTANCE

B18

7512316

WARRANTY DEED

222

8

For Value Received We

Leon L. Hardy and/or Marie C. Hardy 1/1 w of 1912 Herveys St. Boise, Ida.

the grantor^s, do hereby grant, bargain, sell and convey unto

Reo L. Hastings And/or Vernetta Hastings 1/1 w

the grantee^s, the following described premises, in Ida County Idaho, to wit:

of section
 Commencing at the S. E. corner of Township 3 North, Range 1 East Boise Meridian; thence along the section line North 0° 03' West 779.51 feet to a point; thence North 89° 53' 50" West 808.91 feet to a real point of beginning; thence 89° 53' 50" West 537 feet to the 1/16 line; thence South 7° 03' 17" West along 1/16 line 361.51 feet to a point; thence North 75° 37' feet to a point; thence North 51° 28' East 83.95 feet to a point; thence North 84° 13' 15" East 119.57 feet to a point; thence South 69° 32' 45" East 138.63 feet to a point; thence South 70° 11' 30" East 193.16 feet to a point; thence North 0° 03' 17" East 401.14 feet to the real point of beginning; containing an area of 4.04 acres more or less

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and their heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that the owner of said premises; that they are free from all encumbrances

May 22, 1975

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated:

May 22, 1975

Leon L. Hardy

Leon L. Hardy

Marie C. Hardy

Marie C. Hardy

STATE OF IDAHO, COUNTY OF Ida

On this 22 day of May, 19 75, before me, a notary public in and for said State, personally appeared

Leon L. Hardy and

Marie C. Hardy

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

C. Long Island

Notary Public

Residing at Boise
 Comm. Expires June 4 1977

STATE OF IDAHO, COUNTY OF Ida

I hereby certify that this instrument was filed for record at the request of Marie C. Hardy

at 40 minutes past 11 o'clock A.M. this 22 day of May, 19 75, in my office, and duly recorded in Book of Deeds at page

CLARENCE A. PLANTING

Ex-Officio Recorder

By

Fees \$ 00
 Mail to:

Deputy.

INSTRUMENT NO.

B19

COPY

PURCHASE AND SALE AGREEMENT

W. J. Martin / M. H.
THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into by and between ELAINE MARTIN, ~~(Purchaser)~~, and GORDON HARRIS and MARY HARRIS, ("Seller"). The "Effective Date" of this Agreement shall be the date of execution by the last party to execute this Agreement.

1. **CONVEYANCE.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller that certain parcel of real estate, comprising 15.12 acres plus or minus, commonly known as the Rockin HR Subdivision, and more particularly described in Exhibit No. 1 hereto, (the "Land"), together with (a) all rights, easements and appurtenances belonging or appertaining to the Land; (b) any and all water rights appurtenant to the property; and (c) all right, title and interest of Seller in and to any and all roads, streets, alleys and public and private rights of way bounding the Land (collectively the "Property").

2. **PURCHASE PRICE.** The purchase price of the Property shall be Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00), ("Purchase Price"), which sum shall bear interest at the rate of eight percent (8%) per annum from and after the Effective Date, and shall be due and payable as follows: (a) the sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00) less any Earnest Money theretofore paid by Purchaser, shall be paid at closing, which sum shall first be applied towards accrued interest, and the remainder upon the principal balance of the Purchase Price; (b) the remaining balance of the Purchase Price shall be evidenced by a promissory note bearing interest at the same rate, payable in full within eighteen months of the date of closing, which note shall be secured by a first deed of trust upon the Property. I Within five days of the Effective Date of this Agreement, Purchaser shall deposit Twenty Thousand Dollars (\$20,000.00) as earnest money ("Earnest Money Deposit"), to be held in a joint order escrow by Alliance Title & Escrow, Inc., ("Title Company") and to be credited against the Purchase Price at Closing. The Earnest Money Deposit shall be non-refundable to Purchaser unless this Agreement is terminated as a result of (a) a breach or non-performance hereunder by Seller, (b) the failure of a condition precedent under Section 4 hereof, or as otherwise provided in Section 3 hereof. In addition to the Purchase Price, Purchaser agrees: (a) that upon Purchaser's construction of the perimeter fence for Seller's proposed subdivision of the Property, at her sole expense, she will cause the common boundary between the Property and the contiguous two acre parcel owned by Seller to be similarly fenced with a cedar fence, at least six feet in height, or with such other materials as the parties may agree upon in writing; and (b) that at the time public sewer and water services are extended to the Property, Purchaser, at her sole expense,

including the payment of any applicable "late commmer" fee, shall extend such services to the boundary of the contiguous two acre parcel owned by Seller.

3. TITLE INSURANCE.

(a) Purchaser shall order a title insurance commitment on the Property to be obtained by Title Company. Seller shall pay for the cost of the commitment and, at Closing, shall pay for a standard ALTA Form B Owner's Title Insurance Policy ("Title Policy") approved by Purchaser in the amount of the Purchase Price. Seller shall convey good and marketable title to the Property at Closing. In the event the title insurance commitment shall reflect encumbrances or other conditions not acceptable to Purchaser ("Defects"), then Purchaser shall notify Seller in writing of the Defects within twenty days after the later of (i) the Effective Date and (ii) Purchaser's receipt of the commitment together with legible copies of all underlying documents thereto. Upon receipt of Purchaser's notification of the Defects, Seller shall immediately and diligently proceed to cure the Defects to Purchaser's reasonable satisfaction. If, after the exercise of all reasonable diligence, Seller is unable to remove or obtain a title endorsement over the Defects within twenty-days of receipt of Purchaser's notification of Defects, then Purchaser may accept the Defects or Purchaser may terminate this Agreement in which case Purchaser shall be entitled to the return of the Earnest Money Deposit and any and all additional deposits in escrow and the parties shall be released from further liability.

(b) At closing, Purchaser, at her expense, shall provide Seller with a lender's policy of title insurance approved by Seller, in an amount equal to the promissory note to be executed by Purchaser, and insuring the first priority of the deed of trust securing payment of the remaining balance of the Purchase Price.

4. CONDITIONS PRECEDENT FOR PURCHASER'S OBLIGATIONS:

Purchaser's obligation to purchase the Property is contingent on the satisfaction in writing to Seller, in Purchaser's sole discretion, or waiver by Purchaser, of the following conditions ("Conditions Precedent") within any applicable time period set forth therein:

(a) Purchaser obtaining, at her expense, and approving within ninety days after the Effective Date, such inspection reports on the condition of the Property as Purchaser shall deem necessary.

(b) Purchaser approving within ninety days after the Effective Date: (i) the current ingress/egress, access ways, with respect to the Property (ii) all existing easements over the Property and/or adjacent properties which benefit or burden the Property, (iii) any other existing or proposed easement agreements, covenants, restrictions, or other matters of record affecting the Property.

(c) Purchaser determining within ninety days after the Effective Date that she will likely obtain within an acceptable time frame and Purchaser subsequently obtaining within two hundred ten days after the Effective Date, a preliminary plat approval for Purchaser's proposed use of the Property. Seller agrees to cooperate fully with Purchaser in securing plat approval, both preliminary and final, and grants permission to Purchaser to make application for plat approval in the name of Seller. Seller shall execute any necessary documents in connection with Purchaser's application for plat approval. Purchaser agrees to promptly and diligently pursue obtaining preliminary plat approval, and if said approval is reasonably available to Purchaser within said period and Purchaser fails to obtain the same through lack of reasonable diligence and effort, then in that event, such shall not constitute a failure of this condition precedent, and Purchaser shall not have a right to reimbursement of the Earnest Money.

In the event that any of the Conditions Precedent is not satisfied, approved or waived by Purchaser in writing to Seller, in its sole discretion, Purchaser may terminate this Agreement by written notice to Seller within ten days after the end of any such applicable period, in which event the Earnest Money Deposit shall be returned to Purchaser and the parties shall be released from further liability or obligation hereunder.

Purchaser specifically agrees to indemnify and hold harmless Seller from and against any and all costs, fees and expenses, and/or any claim(s) relating thereto, incurred by Purchaser in the course of fulfilling the foregoing Conditions Precedent. In the event Purchaser terminates this Agreement in accordance with the foregoing paragraph, then prior to release of the Earnest Money Deposit by the Title Company, Purchaser shall deliver to Title Company lien releases, in recordable form, executed by all persons, firms and entities which performed services or materials for improvement of the Property, including, but not limited to, all professional engineer(s) and surveyor(s) who provided services to Purchaser relating to the Property.

5. CLOSING.

(a) Time. Closing shall occur on or before ten days following Purchaser's notifications to Seller of its satisfaction or waiver of all Conditions Precedents. In the event that the Closing shall not have occurred on or before April 15, 1999, or such extended date as may hereafter be agreed to by the parties, and this Agreement has not otherwise been terminated, Seller or Purchaser may elect at any time after such date by written notice to the other party to terminate this Agreement, in which event the Earnest Money Deposit shall be retained by Seller unless the Closing was delayed as a result of a default or non performance by Seller hereunder.

(b) Purchaser's Right To Extend. Should Purchaser not be able to close this transaction on or before April 15, 1999, then Purchaser shall have the right to extend the Closing Date until July 1, 1999 by (i) giving written notice of such election to Seller on or before March 15, 1999, and (ii) by paying to Seller the sum of \$20,000.00, which sum shall be due and payable at the time of giving such notice of Purchaser's election to extend the Closing Date. Said payment shall be nonrefundable, but shall be applied to the Purchase Price at the time of closing, with credit therefore being calculated as of the date of Seller's receipt thereof.

(c) Place. Closing shall be held at the office of the Title Company.

(d) Documents. Seller shall deliver at Closing the following executed documents in form and content acceptable to Purchaser:

(i) Deed. A Warranty Deed ("Deed"), with a release of all homestead and community rights, if any, conveying good, marketable and insurable title and warranting title to be free and clear of all Defects except any which Purchaser may have waived in writing prior to Closing.

(ii) Affidavits. Affidavit(s) stating that: (1) there are no unrecorded or oral leases or agreements affecting the Property, (2) there are no mechanic's or statutory liens against the Property, (3) Seller has no knowledge of any proposed or contemplated road or access changes affecting the Property, such as widening or narrowing, and (4) such other affidavits as Purchaser or Title Company may reasonably require.

(iii) Closing Statement. Two signed copies of a closing statement.

(iv) Other Documents. Such other documents required by this agreement and/or which Purchaser or Title Company may reasonably require.

(d) Payment. The Purchase Price, including the promissory note, subject to any applicable reimbursements and/or adjustments, less the Earnest Money Deposit, shall be paid at Closing. Payment shall be in cash, by wire transferred funds, cashiers check, or by any other means as may be acceptable to both parties.

(e) Real Estate Taxes. General and special real estate taxes, together with all assessments, affecting the parcel shall be prorated as of the date of Closing. In the event the real estate taxes levied upon the Property for the year in which the Closing occurs exceed the estimated taxes utilized at the time of closing, Seller shall within ten days of the receipt of verification of the actual taxes, reimburse Purchaser an amount equal to the difference

between Seller's' pro rata share of the actual taxes and the pro rata share paid by Seller at closing.

(f) Recording fees. Recording the Deed shall be at Purchaser's expense. Recording the deed of trust and any documents needed to clear title shall be at Seller's expense.

(g) Brokers. Purchaser and Seller acknowledge that neither party to this transaction was represented by a real estate broker or sales agent.

(h) Escrow Fees. Any escrow and /or closing fees charged by the Title Company shall be divided equally between Seller and Purchaser.

(b) Sellers' Affidavit. At closing, Seller shall deliver to Purchaser, Seller's sworn affidavit affirming the matters set forth in paragraph 6(a) hereof.

6. FURTHER REPRESENTATIONS AND WARRANTIES OF SELLER. To induce Purchaser to execute, deliver and perform this Agreement and without regard to any independent investigations made by Purchaser, Seller represents and warrants to Purchaser on and as of the date hereof and as of the Closing date as follows:

(a) Title. Seller owns the Property in fee simple.

(b) Litigation. There are no claims, causes of action or other litigation or proceedings pending or, to the best of Seller's knowledge, threatened in respect to the ownership, operation or environmental condition of the Property or any part thereof (including disputes with mortgagees, governmental authorities, utility companies, contractors, adjoining land owners or suppliers of goods or services), except for claims which are fully insured and as to which the insurer has accepted defense without reservation.

7. POSSESSION.

(a) Prior to Closing. Prior to closing, Seller shall retain sole and exclusive possession of the Property; provided, however, Seller shall permit Purchaser and Purchaser's employees, agents, contractors, surveyors and other designated personnel, to enter upon, and utilize, the Property at such times, and in such manner, as Purchaser may reasonably require in order to pursue fulfillment of the Conditions Precedent.

(b) Closing. Possession of the Property shall be delivered to Purchaser by Seller at the Closing. In the event that on the date of Closing Seller fails to deliver

possession of the Property as described above, Seller agrees to pay Purchaser any and all costs incurred or suffered by Purchaser as a result of Seller's breach of this covenant, and Seller shall be considered a tenant holding over under Idaho's unlawful detainer statute.

8. NOTICE. All notices, demands, or other communications of any type ("Notices") given pursuant to this Agreement shall be in writing and shall be delivered to the person to whom the notice is directed, either in person with a receipt requested therefor or sent by United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses set forth below:

If to Seller:

Gordon Harris and Mary Harris
2825 S. Eagle Road
Meridian, Idaho 83642

If to the Purchaser:

Elaine Martin *on assignment*
6236 E. Hunt Ave.
Nampa, Idaho 83687

Either party may change the address for Notices by giving the other party ten days advance written notice of such change.

9. MISCELLANEOUS. No term or condition of this Agreement shall be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. This Agreement constitutes the entire agreement of the parties which incorporates and supersedes all prior written and oral understandings. This Agreement shall be binding upon, and inure to the benefit of, the parties, their heirs, executors, personal representatives, nominees, successors or assigns. From and after the Effective Date until Closing or earlier termination of this Agreement, Purchaser shall have the right to place temporary signage on the Property advertising Purchaser's proposed use.

10. TIME OF ACCEPTANCE. The terms contained in this Agreement shall be void and of no further force and effect unless this Agreement is executed by both Seller and Purchaser on or before September 15, 1998.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the dates set forth below:

PURCHASER

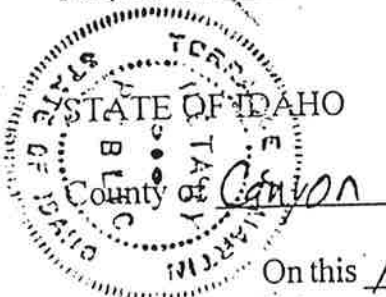
Elaine Martin
ELAINE MARTIN *on assigned*

SELLER

Gordon M. Harris
GORDON HARRIS

SELLER

Mary G. Harris
MARY HARRIS



)
) ss.
)
On this 10th day of September, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **ELAINE MARTIN**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Terrance Q. Martin
Notary Public for Idaho
Residing at Mission Idaho
Commission Expires: 1-15-03

STATE OF IDAHO)
) ss.
County of Ada)

On this 14th day of September, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **GORDON HARRIS and MARY HARRIS**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Kathleen N. Royster
Notary Public for Idaho
Residing at BOISE, Idaho
Commission Expires: 7/19/2000

JOHNSON ENGINEERING
9225 CHINDEN BLVD. SUITE J
GARDEN CITY, IDAHO 83714
(208) 323-7563
(208) 323-9004 FAX

AUGUST 27, 1998

ROCKIN' HR SUBDIVISION

A portion of the SE 1/4 of the SE 1/4 of section 20, T.3N., R.1E., Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the SouthEast Corner of Section 20, T.3N., R.1E., Boise Meridian, Ada County, Idaho, thence

N 00°00'00" W 779.51 feet, thence
N 89°47'17" W 25.00 feet to the point of beginning, thence
N 89°47'17" W 1313.64 feet, thence
N 00°11'44" E 569.33 feet, thence
S 89°50'32" E 876.09 feet, thence
S 00°00'00" E 200.00 feet, thence
N 89°49'07" E 412.60 feet, thence
S 00°00'00" W 373.15 feet to the point of beginning

Containing 15.12 acres

Parcel
VI

WARRANTY DEED

REVENUE STAMPS

For Value Received FRANK D. WARR and BEULAH B. WARR, husband and wife, and DAYLE A. SANDERSON and MARY A. SANDERSON, husband and wife, doing business as American Sales Company, the grantor & do hereby grant, bargain, sell and convey unto GORDON M. HARRIS and MARY A. HARRIS, husband and wife,

the grantees, the following described premises, in Ada County Idaho, to wit:

Commencing at a point that is North 247.72 feet from the SE section corner of Section 20, Township 3 North, Range 1 East, Boise Meridian; thence continue North along the section line 902.70 feet to a point; thence N. 89°50'55" W. 460.60 feet to a point; thence North 200.00 feet to the 1/16 line; thence N. 89°50'55" W. 875.92 feet to the NW corner of the SE 1/4 Sec. 20, T. 3N., R. 1E., B.M.; thence S. 0°11'17" W. 930.84 feet along the 1/16 line to the center line of canal; thence along the center line of canal on the following course:
 N. 75°40' E. 34.74 feet to a point;
 N 51°31' E. 83.95 feet to a point;
 N. 84°18' E. 119.57 feet to a point;
 S. 69°29 3/4' E. 138.63 feet to a point;
 S. 70°08 1/2' E. 254.48 feet to a point;
 S. 63°21' E. 87.80 feet to a point;
 S. 86°22 1/2' E. 38.40 feet to a point;
 N. 64°29 3/4' E. 142.18 feet to a point;
 S. 84°56 1/4' E. 169.02 feet to a point;
 S. 74°03 1/4' E. 113.67 feet to a point;
 S. 68°53 1/4' E. 207.43 feet to a point;
 S. 71°59 1/2' E. 37.69 feet to the real point of beginning.

Together with all water, water rights, ditches and ditch rights of way appurtenant thereto or connected therewith.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor & do hereby covenant to and with the said Grantee & that they are the owner s in fee simple of said premises; that they are free from all encumbrances

and that the Y will warrant and defend the same from all lawful claims whatsoever.

Dated:

Oct 31

1963.

Frank D. Warr

Beulah B. Warr

Dayle A. Sanderson

Mary A. Sanderson

STATE OF IDAHO, COUNTY OF BONNEVILLE

On this 6th day of October 1963, before me, a notary public in and for said State, personally appeared FRANK D. WARR and BEULAH B. WARR, husband and wife, and DAYLE A. SANDERSON and MARY A. SANDERSON, husband and wife, doing business as American Sales Company,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public

Idaho

STATE OF IDAHO, COUNTY OF Ada

I hereby certify that this instrument was filed for record at the request of Mary A. Harris

at 35 minutes past 2 o'clock p.m. this 13th day of May 1971, in my office, and duly recorded in Book of Deeds at page

CLARENCE A. PLANTING

Ex-Officio Recorder

By

Fees \$100

P#2

b29

AFFIDAVIT

STATE OF IDAHO]
 } ss:
COUNTY OF ADA]

DALE NIXON, being first duly sworn on oath, deposes and states as follows:

1. My name is Dale Nixon and I reside at 2555 S. Eagle Road, Meridian, Ada County, Idaho, 83642. I have resided at this location since 1958 and Sally D. Martin was my neighbor from 1958 until she sold her farm in 1997.
2. I am aware that there was a certain irrigation well located on Sally's farm that had been used for stock water and irrigation purposes continuously, more or less, since 1958, when I first moved here.
3. I have read and reviewed the Affidavit of Sally Martin relating to that well and believe that all facts set forth in her Affidavit are true and accurate to the best of my knowledge, information and belief.

Dated this 14th day of September, 1998.


DALE NIXON

SUBSCRIBED AND SWORN TO before me, ^{Kimiko KK}~~Kimico~~ Kinney, the undersigned Notary Public in and for said State and County, on this 14 day of September, 1998.

Kimiko Kinney
Notary Public of Idaho
Residing at: Boise
Commission Exp: 11/10/99

(SEAL)

AFFIDAVIT

STATE OF IDAHO]
 }ss:
COUNTY OF ADA]

SALLY D. MARTIN, being first duly sworn on oath, deposes and states as follows:

1. My name is Sally D. Martin and I reside at 1098 East Cayman, Meridian, Ada County, Idaho, 83642. I am the prior owner of a certain parcel of real property located in Ada County, Idaho, and more fully described in Exhibit A attached hereto and incorporated herein by this reference.
2. I bought the land in 1958 and owned the property until I sold it in 1997. During the time that I owned the property, we used it for farming and ranching purposes.
3. There is a well located on the property that was used for irrigation and stock water purposes. In 1989, we made a claim for ground water rights relating to that well and a copy of that claim is attached hereto. All statements in that claim are true and accurate to the best of my knowledge, information and belief. The claim of water right was subsequently granted by the Court.

* to Farwest (Goldsmith)
-JL 4/29/99

4. To the best of my knowledge, information and belief, the well was used for stock water and irrigation purposes ^{when needed} continuously, more or less, since 1940. I also had water rights from the irrigation district.

Dated this 15 day of September, 1998.

this change was in document
when received IOWA
-SL 4/29/99

Sally D. Martin
SALLY D. MARTIN

SUBSCRIBED AND SWORN TO before me, ^{Kimiko Kinney} ~~Kimiko Kinney~~, the undersigned Notary Public in and for said State and County, on this _____ day of September, 1998.

(SEAL)

Kimiko Kinney
Notary Public of Idaho
Residing at: Boise
Commission Exp: 11/10/99

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: **A63-05041**
Date Received: 7/14/1989
Receipt No: W003610
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: FARWEST LLC
Address: C/O MARTY GOLDSMITH
4550 W STATE ST
BOISE ID 83703 208-388-0181

2. Date of Priority: JAN 1, 1958

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03N	01E	20		SE	SW		ADA

5. Description of diverting works:
12" CASING, SURFACE PUMP, APPROX 100' DEEP, GATED PIPE, HOSES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.340		301.50

7. Total Quantity Appropriated is:
1.340 C.F.S. (and/or) 301.50 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
03N	01E	20	NE	SW		IRR	4.0
			SE	SW		IRR	4.0
			NE	SE		IRR	24.0
			NW	SE		IRR	25.0

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
03N	01E	20	SW		SE		IRR	24.0
			SE		SE		IRR	11.0
Section Acres								92.0
Total Acres								92.0

11. Place of use in counties: ADA

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

13. Other Water Rights Used:
A63-16323

14. Remarks:

CLAIMANT WOULD LIKE TO CLAIM THAT WATER WAS FIRST USED ON THIS RIGHT SINCE 1940, INFORMATION WAS FROM A PERSON THAT HAD RENTED THE PLACE BEFORE THE CLAIMANT HAD BOUGHT IT.
CLAIM AMENDED PER APPROVED TRANSFER 5468. 8/23/99 LH
FOR TRANSFER CONDITIONS OF APPROVAL AND REMARKS, SEE COPY OF TRANSFER IN ADJUDICATION FILE.

15. Basis of Claim: BENEFICIAL USE

Western AJ

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT

TRANSFER NO. 5468
WATER RIGHT NO. 63-05041

This is to certify that: FARWEST LLC
C/O MARTY GOLDSMITH
4550 W STATE 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	1.34 CFS	301.5 AF

SOURCE

GROUNDWATER

Priority: 01/01/1958

LOCATION OF POINT(S) OF DIVERSION: SESW , Sec. 20, Township 03N, Range 01E
ADA County

PLACE OF USE: IRRIGATION

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
03N 01E 20	NESW 4	SESW 4	NESE 24	
	NWSE 25	SWSE 24	SESE 11	92
Total number of acres irrigated:				* 92

CONDITIONS OF APPROVAL AND REMARKS

1. After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
2. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right and shall only divert groundwater under this right when water from the appurtenant surface water rights cannot be delivered to the right holder.
3. This right shall not be used if the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use.

TRANSFER NO. 5468
WATER RIGHT NO. 63-05041

CONDITIONS OF APPROVAL AND REMARKS

4. 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.
5. The right holder shall accomplish the change authorized by this transfer within five (5) years of the date of this approval.
6. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
7. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
- * 8. Right 63-05041 is limited to the irrigation of 67.0 acres in the place of use described above in a single irrigation season.
9. Approval of Transfer 5468 does not confirm Claimed Right 63-05041.
10. Approval of Transfer 5465 does not grant any right-of-way or easement for use of a delivery system owned by person(s) other than the right owner.
11. The well previously used under Right 63-05041 shall be abandoned in a manner which complies with Department well abandonment rules.

Dated this 23rd day of

August

, 19 99



Chief, Water Allocation Bureau

MEMORANDUM

TO: File 63-05041

FROM: Pam Skaggs/State Office

SUBJECT: Transfer 5468

DATE: August 23, 1999

Transfer 5468 changes the point of diversion and place of use under Right 63-05041. This claimed irrigation right will provide water for a subdivision being developed on the original and adjacent property. The transfer is filed in conjunction with Application for Permit 63-12535 that will provide for the remaining irrigation and domestic use for two proposed subdivisions. Both rights will use the same existing irrigation well.

This right originally claimed irrigation of 71 acres, but has been reduced on the SRBA claim and this application to 67 irrigated acres. The rate of diversion has been reduced to reflect the change in acres ($0.02 \times 67 = 1.34$ cfs) and stockwater use has been dropped. Diversion volume was adjusted to current standards.

Recommended conditions include future measuring & annual reporting, supplemental groundwater, irrigation overlap, extended completion time of 5 years, non-confirmation of claim, permissible place of use, right-of-way, well abandonment rules and standard transfer conditions.

Page 1 of 6STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 5468**AMENDED**

APPLICATION FOR TRANSFER OF WATER RIGHT

RECEIVED

PART 1

MAY 13 1999

WATER RESOURCES
WESTERN REGIONName of applicant Farwest LLC / Marty Goldsmith Phone 388-0181
Post Office address 4550 W. State St. Boise ID 83703

RECEIVED

A. PURPOSE OF TRANSFER

AUG 03 1999

- 1.
- ☒
- Change point of diversion
- ☐
- Add diversion point(s)
- ☒
- Change place of use

☐ Change nature of use ☐ Change period of use ☐ Other _____ Department of Water Resources

2. Describe the reason for the proposed changes
- Site being developed for 2 subdivisions: Thousand Springs & Thousand Springs Village. Property abandon old well & use existing Shebrook well for supplemental irrigation. Balance of supplemental use to be provided from new right from Shebrook well. Rights to be conveyed to NMIO (primary irrigation provider).

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

1. Right Number 63-05041 Priority JAN. 1, 1958 Amount (cfs/ac-ft) 1.34 Nature of Use Irrig. Period of Use 3/15 to 11/15
2. Total amount of water being transferred 1.34 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water groundwater tributary to _____
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	SW	20	3N	16	ADA	Existing Shebrook well

5. Lands irrigated or place of use:
- Limited to 67 acres/year in following PPOH *

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	
3N	16	20									4			4	24	25	24	11	92 *

Total acres

92 *

PART 1**6. General Information:**

a. Description of diversion system Pressurized irrig. system via well.

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

NONE - using this right on common areas & lands up to
limit of right. Use new right just on lands (1/2 sec or
less per home for new right). Continue to use primary
NMIO on entire place.

d. Remarks:

Sherburne well drilled via 63-98-C-0352 for use in Sherburne
Subd. (63-12437). Original statutory claim use decreased from
21 to 67 acres per CFSA records.

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____.

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	SALLY DIANE MARTIN 2680 E. VICTORY RD. MERIDIAN ID 83642	01/01/1958	IRRIGATION STOCKWATER	04/01 10/31 01/01 12/31	1.420 CFS 0.020 CFS	
TOTAL DIVERSION:					1.440 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: STATUTORY CLAIM

Point(s) of Diversion: T03N R01E S20 SWSE

ADA County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE										
				NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
---	---	---	:	-----		-----		:	-----		-----		:	-----		-----		:	-----		-----		-----		:	-----
03N	01E	20	:					:					:					:		32	39			:	71.0	
								:					:					:	TOTAL ACRES				:	71.0		

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

Pou County: ADA

Dates:	App. Received:	Priority Date:	01/01/1958
	Proof Due Date:	Proof Made Date:	
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:		

Misc: **Water District Number:** **Field Exam Fee:**

Audit: 07/05/83 05/01/88 CONVERT

Supplements NMID water

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
NO If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

1. amount _____ for _____ purposes from _____ to N/A
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

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

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

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

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

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

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

B. CHANGES IN NATURE OF USE

New Nature of Use

Amount (cfs/ac-ft)

Hours/days/year

Period of Use

PART 3

Transfer No. 5268

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

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in voiding its approval.

Subscribed and sworn to before me this



My commission expires 11-10-99

FOR DEPARTMENT USE ONLY

Replaces 9/18/98 version

Transfer contains 6 pages and 5 attachments
Received by 82 Date 5/13/99
Prelim. check by 82 Fee \$100
Received by 82 Date 9/18/98 W02445
Published in _____
Pub. dates _____
Watermaster recommendation requested on _____
Recommended for ☐ approval ☐ denial
Hearing held by _____ Date _____
Copies of protest forwarded by _____
by _____ rec'd. _____
Copy of transfer sent to lien holder _____

* A = Map + Plots
B = Ownership
C = Affirmation of Use
D = Photo + Info + old well
E = Acquired Plots + Use

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

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

SEE Attachment A for 3 maps

1) topo

2) Thousand Sp. plat (Farwest LLC)

3) Thousand Sp. Village plat (Martin Development INC.)

-SL 4/26/99

Proposed place
of use - 2
subdivisions

Existing
Sherbrooke
well (

Historical Plu
63-05041 is
W $\frac{1}{2}$ SE $\frac{1}{4}$

MAP # 1 of 3

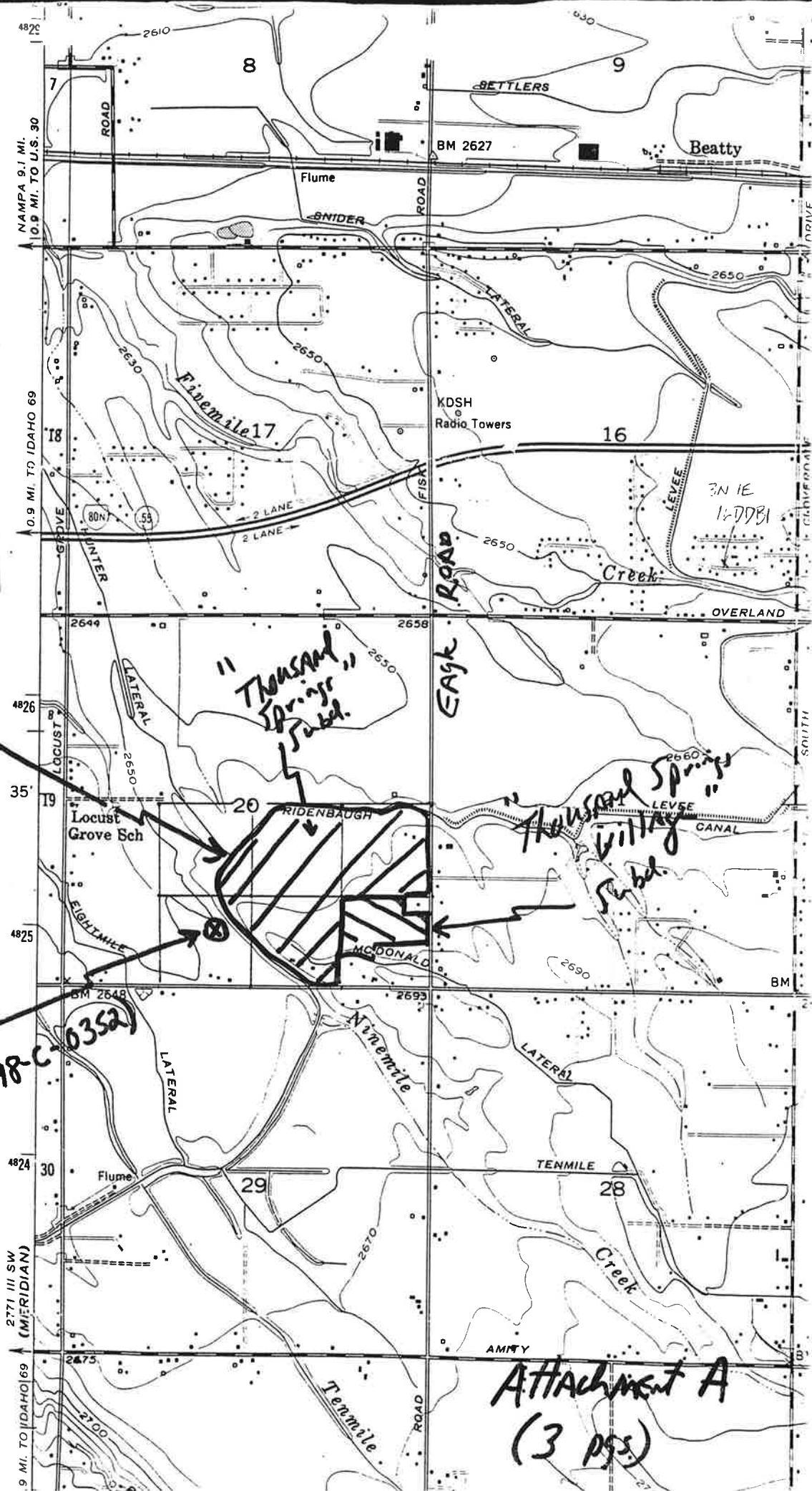


EXHIBIT "B"

MAP # 2 of 3



original water right
new water right } disregard this designation.

MAP shows
Thousand Sp. Subd.

Also see
oversized plat
MAP &
info

These
files
Map #3
Applies
to this
Area in
SESE

THOUSAND SPRINGS
SUBDIVISION

PRE2

Transfer of 63.05041

— OWNERSHIP DOCUMENTS —

Land for Thousand Springs and north part
of Thousand Springs Village Subd. now
Farwest (Goldsmith et al).

Balance of T.S. Village Subd. now Martin
Development (Elaine Martin et al).

In Attached: Parcels I-IV = Thousand Springs
Parcels V-VI = Thousand Springs
Village

Attachment B
(29 pgs.)





COMMERCIAL/INVESTMENT AL ESTATE PURCHASE AND SALE AGREEMENT



ID# 021344

Meridian, Idaho November 21, 19 97

1. REPRESENTATION CONFIRMATION:

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent"):
Listing broker acted as a(n) nonagent For the Buyer.
Selling broker acted as a(n) nonagent For the Buyer.
In this transaction, the brokerage(s) involved had the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent"):
Listing broker acted as a(n) agent For the Seller.
Selling broker acted as a(n) agent For the Seller.
Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review.
EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

2. BUYER: Marty Goldsmith and/or assigns

Hereinafter called "Buyer") agrees to purchase and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "Property."

3. PROPERTY ADDRESS AND LEGAL DESCRIPTION: The Property commonly known as Nixon and Martin
Properties
City of Meridian County of Ada Idaho legally described as:

4. PRICE/TERMS: Total Purchase Price is Two Million Three Hundred Thousand Dollars (\$ 2,300,000.00).
a) \$ 1,164,000.00 approximately cash down payment, including Earnest Money deposit.
b) \$ 1,136,000.00 approximately Balance of the purchase price to be paid as follows:
See item #1 on Addendum #1

5. EARNEST MONEY:

a) Buyer hereby deposits as Earnest Money and a receipt is hereby acknowledged of Fifty Thousand
Dollars (\$ 50,000.00). Evidenced by: ☐ Cash ☒ Check ☐ Cashier's Check ☐ Note or
b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by American Land Title
for the benefit of the parties hereto.

6. INCLUDED ITEMS: All attached floor coverings, attached television antennae, satellite dish(es) and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built in and "drop in" ranges (but excluding all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.
Other Items specifically included in this sale: 0/0
Items specifically excluded in this sale: 11/8

7. ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES: The closing of this transaction is contingent upon written satisfaction or waiver of the following conditions:
Buyers ability to obtain the necessary financing required to complete the purchase.

Buyers approval of the Sally Martin note mortgage & related documents

[Signature]

Buyer will have until 12/15/97 12/22/97 to satisfy or waive all conditions and/or contingencies.

8. TITLE COMPANY/CLOSING AGENCY: a) The parties agree that American Land Title Company shall provide the required Title Policy and preliminary report of commitment. b) The Closing Agency for this transaction shall be American Land Title. Each party agrees to pay one-half of the Closing Agency's fee.

9. TITLE INSURANCE: Seller to pay for a standard Owner's or Purchaser's Title Policy premium in this transaction. Purchaser's Extended Coverage Title Policy requested ☐ Yes ☒ No. Additional premium to be paid by Buyer until 12/15/97 to object in writing to the condition of the title as set forth in the report. In the event Buyer makes written objection to the title, Seller shall have a reasonable time, not to exceed 10 business day(s), to cure any defects of title or provide affirmative Title Insurance coverage. Buyer may elect, as its sole remedy, to either terminate this Agreement or cure the defects at Buyer's expense, or proceed to closing making title subject to such defects. If Buyer does not so object, Buyer shall be deemed to have accepted the condition of the title. In the event Buyer elects to terminate the Agreement due to unsatisfactory title conditions, Buyer shall be entitled to the return of all refundable deposits made by him but that such return of deposits shall not constitute a waiver of other remedies available to Buyer. The final Title Insurance policy shall be delivered to Buyer by the Title Company as soon as possible after closing.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 2 Pages.
Buyer's Initials [Signature] Seller's Initials [Signature]
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C. HE 21 revised 07/96
Page 1 of 2

B3

ID# 021344

By

Addendum #1

ID# 021344

This is an addendum to a commercial/investment real estate purchase and sales agreement. Read the entire document, including any attachments, carefully before signing. If you have any questions, consult your attorney or accountant before signing.

This is an addendum to a Commercial/Investment Real Estate Purchase and Sales Agreement and Receipt for Earnest Money.

Earnest Money Dated: November 21, 1997 ID# 021344

Address: Commonly known as the Nixon and Martin Properties

Buyer: Marty Goldsmith and/or assigns

Seller: Kenai Partners, a Limited Liability Company

The undersigned parties hereby agree as follows:

1. Balance of Purchase Price in the approximate amount of \$1,133,872 payable as follows:
 - Buyer to assume an a note in the amount of \$636,072 secured by a mortgage in favor of Sally Martin and secured by real property described in exhibit "B", payable in annual installments of \$60,000 principle plus interest at 8%. Said mortgage provides for a minimum parcel release of 10 acres at any one time for payment of \$130,000 or \$13,000 per acre in addition to all annual payments.
 - R. Craig Groves, Robert R. Bass and Greg B. Johnson to obtain a release of personal liability on the Sally Martin Note. If Groves, Bass, and Johnson are unable to obtain said release, buyer agrees to execute an indemnification agreement, indemnifying Groves, Bass, and Johnson from any future liability.
 - Buyer to assume all rights, title, interest and obligations of the Seller in a certain real estate purchase and sales agreement between Seller and Dale Nixon dated October 4, 1993 as ID# 231727 and attached as exhibit "I". Said agreement calls for a purchase price of \$582,800. Seller has already paid \$85,000 of the purchase price; therefore, buyer agrees to pay the balance of approximately \$497,800 to Dale Nixon on or before by June 10, 1998.
2. Buyer shall receive 20 acres at closing of escrow as described in exhibit "G".
3. Buyer will assume Sellers obligations in a lease agreement, attached as exhibit "H", on the Martin Home which is described in exhibit "D" and in a lease agreement, attached as exhibit "J", with Lou Murgotio, a farmer, leasing the bare ground.
4. Seller to provide a one year letter of credit at closing to pay for the extension of sewer and water to the entry of Sherebrooke Hollow Subdivision at Victory Road, and sewer to the far east end of Sherebrooke Hollow Subdivision just below the ridenbaugh canal in the street. In addition seller will execute an easement to Sally Martin's property as required by the City of Meridian and the buyer. This easement benefits the buyer by allowing access to all need utilities including water. The two specific points are indicated in exhibit "F". Buyer understands that seller has been told from the city of Meridian that water can not be extended to Sally Martin's property outside of a public right of way.
5. Buyer will have until December 22, 1997 at 5:00 PM to satisfy or remove all contingencies, at which time the \$50,000 earnest money will be released to seller. If buyer does not remove all contingencies by December 22, 1997 at 5:00 PM in writing the \$50,000 earnest money will be refunded to buyer.
6. Buyer acknowledges that R. Craig Groves and Robert R. Bass, managing members of Kenai Partners, LLC, are licensed Real Estate agent and broker in the State of Idaho.
7. Exhibit(s)
 - Exhibit A represents the Martin and Nixon properties
 - Exhibit B represents the mortgaged property with Martin
 - Exhibit C represents the legal description of the initial easement with Martin
 - Exhibit D represents Martin Home
 - Exhibit E represents the initial easement agreement
 - Exhibit F represents sewer and water location(s) provided by seller for buyer
 - Exhibit G represents 20 acres buyer will receive at closing
 - Exhibit H represents the lease agreement on the Martin Home
 - Exhibit I represents the Nixon agreement
 - Exhibit J represents the lease agreement with Lou Murgotio
8. Buyer acknowledges that seller intends to treat this transaction as a 1031 Tax deferred exchange and buyer agrees to cooperate with seller in completing said exchange.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned agreement.

Dated: November 21st 1997
Marty Goldsmith

Marty Goldsmith
Buyer

Dated: November 30th 1997

Kenai Partners, LLC

R. Craig Groves
R. Craig Groves, Managing Member

Dated: November 30th 1997

Kenai Partners, LLC

Greg Johnson
By Greg Johnson, Managing Member

Dated: November 30th 1997

Kenai Partners, LLC

Robert R. Bass
Robert R. Bass, Managing Member

BS



HUBBLE ENGINEERING, INC.

9550 Bethel Court ■ Boise, Idaho 83709

208/322-8992 ■ Fax 208/378-0329

LEGAL DESCRIPTION FOR SALLY MARTIN PARCEL I

The Northwest Quarter of the Southeast Quarter, and the Southwest Quarter of the Southeast Quarter of Section 20, T.3N., R.1E., B.M., Ada County, Idaho. EXCEPT that portion of the Southwest Quarter of the Southeast Quarter lying South and West of the Ridenbaugh Canal, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 20 and 29, T.3N., R.1E., B.M.;

thence South 89°36'28" East along the section line 1,341.46 feet to a 5/8" iron pin marking the East 1/16 corner and the REAL POINT OF BEGINNING;

thence North 89°36'28" West, 476.36 feet to a point in the center of the Ridenbaugh Canal, from which a 5/8" iron pin bears South 89°36'28" East, 90.33 feet;

thence along the center of the Ridenbaugh Canal the following courses and distances:

North 56°00'00" West, 290.36 feet;

North 53°20'36" West, 340.70 feet;

thence 175.70 feet along a curve to the right having a central angle of 13°25'21", a radius of 750.00 feet, and a long chord which bears North 46°38'06" West, 175.30 feet;

thence North 39°55'30" West, 340.41 feet to a point on North-South center of section line, from which a 1/2" iron pin bears North 00°23'48" East, 63.61 feet;

thence departing the center of the Ridenbaugh Canal North 00°23'48" East along the center of section line 597.65 feet to C-S 1/16 corner;

thence continuing North 00°23'48" East, 1,338.95 feet to the center of Section 20;

thence North 89°54'48" East, 1,331.73 feet to the C-E 1/16 corner;

Bc

thence South 00°11'18" West, 2,689.04 feet to the Point of Beginning. Containing 75.92 acres, subject to road and canal rights-of-way.

Prepared by:
HUBBLE ENGINEERING, INC.



DTP/dkg/333.des

D. Terry Peugh, L.S.



HUBBLE ENGINEERING, INC.

9550 Bethel Court ■ Boise, Idaho 83709

208/322-8992 ■ Fax 208/378-0329

LEGAL DESCRIPTION FOR SALLY MARTIN

~~PARCEL II~~

A parcel of land located North and East of the Ridenbaugh Canal in the Southeast Quarter of the Southwest Quarter of Section 20, T.3N., R.1E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the Quarter corner common to Sections 20 and 29, T.3N., R.1E., B.M., from which the E1/16 corner bears South 89°36'28" East, 1,341.46 feet;

thence North 00°23'48" East, 1,338.94 feet to the C-S1/16 corner and the REAL POINT OF BEGINNING.

thence South 00°23'48" West, 597.65 feet to a point in the center of the Ridenbaugh Canal, from which a 1/2" iron pin bears North 00°23'48" East, 63.61 feet;

thence along the center of the Ridenbaugh Canal the following courses and distances:

North 39°55'30" West, 2.99 feet;

North 52°22'24" West, 242.50 feet;

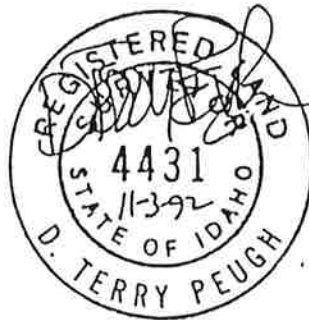
North 33°35'24" West, 233.60 feet;

thence 168.45 feet along a curve to the right, having a central angle of 12°52'08", a radius of 750.00 feet, and a long chord which bears North 27°09'24" West, 168.10 feet;

thence North 20°43'18" West, 111.75 feet to a point on the North boundary of the Southeast quarter of the Southwest quarter of said Section 20'

thence departing the center of the Ridenbaugh Canal South 89°49'16" East, 443.62 feet to the Point of Beginning. Containing 3.77 acres, subject to canal and ditch rights-of-way.

Prepared by:
HUBBLE ENGINEERING, INC.

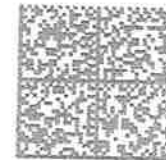


D. Terry Peugh, L.S.

DTP/dkg/334.des

Dept. of Water Resources
Adjudication Bureau
P. O. Box 83720
Boise, ID 83720-0098

FIRST CLASS



UNITED STATES POSTAGE
FITNEY BOWES
02 1A
0004389393
\$ 00.83
DEC 15 2005
MAILED FROM ZIP CODE 837

RECEIVED
DEC 20 2005
WATER RESOURCES
WESTERN REGION

RECEIVED
DEC 19 2005
DEPARTMENT OF
WATER RESOURCES

DEPARTMENT
ADJUDICATION

JAA

FARWEST LLC
C/O MARTY GOLDSMITH
4550 W STATE ST
BOISE ID 83703

63-5041

