

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**TRANSFER OF WATER RIGHT
TRANSFER NO. 84392**

This is to certify that: **ROBERT P MINCH**
701 W BANKSIDE DR
EAGLE, ID 83616-5882

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Changes

<u>Water Right</u>	<u>Origin/Basis</u>	<u>Priority Date</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>Source</u>
65-24018	WR/DECREED	1/27/1970	0.020 cfs	N/A	N/A	N/A	SPRING

Purpose of Transfer (Changes Proposed)

<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
65-24018	NO	NO	YES	NO	NO	NO

Summary Of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (Changed Portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
65-24018	65-24018	0.020 cfs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
COMBINED TOTALS		0.020 cfs	N/A	N/A	N/A		N/A	N/A	N/A	N/A

This water right(s) is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources. Detailed Water Right Description(s) attached.

Dated this 11th day of March, 2021.

for, Patricia M. [Signature]
Chief, Water Allocation Bureau

Transfer No. 84392

WATER RIGHT NO. 65-24018
As Modified by Transfer No. 84392

In accordance with the approval of Transfer No. 84392, Water Right No. 65-24018 is now described as follows:

Right Holder: ROBERT P MINCH
 701 W BANKSIDE DR
 EAGLE, ID 83616-5882

Priority Date: 1/27/1970

Source: SPRING

Tributary: WARM SPRINGS CREEK

BENEFICIAL USE

HEATING
 RECREATION

From

1/01
 1/01

to 12/31
 to 12/31

To

Diversion Rate

0.020 cfs
 0.020 cfs
 0.020 cfs

LOCATION OF POINT(S) OF DIVERSION

SPRING NWSW Sec 33 Twp 10N Rge 04E BOISE County

PLACE OF USE: HEATING

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10N	04E	33									X								0

PLACE OF USE: RECREATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10N	04E	33									X								0

CONDITIONS OF APPROVAL

1. Heating and Recreation uses are for heating a shop, home and pool.
2. Use of water under this right shall be non-consumptive.

Transfer No. 84392

WATER RIGHT NO. 65-24018

As Modified by Transfer No. 84392

CONDITIONS OF APPROVAL

3. Basin 65 General Provisions No. 3, the Separate Streams General Provision, does not apply to appropriations of water after October 18, 1977. This water right shall be administered as being from a separate source pursuant to Basin 65 General Provision No. 3. If the holder of this right seeks to change the right pursuant to Idaho Code §42-222 or successor statute, nothing in this general provision shall preclude any other person or entity from demonstrating that such change in use would cause injury to its water right or from receiving any relief provided by law in the event of injury.
4. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
5. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
6. Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

State of Idaho
Department of Water Resources

Attachment to Application for Transfer 84392

65-24018

This map depicts the HEATING and RECREATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



- Point of Diversion
- Transfer POU
- Townships
- PLS Sections
- Quarter Quarters

0 0.05 0.1 0.2 Miles



IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

3/11/2021

Comments:

1. SBOCK 10/21/1999 COPIED FROM REMARKS
DECREE GIVEN LICENSE NUMBER.
2. AJU10-JS 1/31/2000 AJU10 CONDITION UPDATE
CONDITION CODE(S) C18 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.
3. segbert 4/6/2009 POD
PODID 237152 correlated from SpatialDataID 98612 to SpatialDataID 398140
4. pkelly 2/18/2021 Split Right
Split into 65-24018.

Dates and Other Information

Decreed Date: 2/13/2003
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: 65
Mitigation Plan: False

Combined Use Limits

N/A

SubCase:

SubCaseNumber: 65-7118
Class: 1
SF5 Filed Date:
Special Master Recom Signed Date:
Attorney Assigned:
Adjudication Agent:
Basis of Claim: Decreed
Date Filed: 6/16/2000
Objection Status: Active

Water Supply Bank:

N/A



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

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

Brad Little
Governor

Gary Spackman
Director

March 11, 2021

ROBERT P MINCH
701 W BANKSIDE DR
EAGLE ID 83616-5882

RE: Transfer No: 84392
Water Right No(s): 65-24018

Transfer Approval Notice

Dear Water Right Holder(s) and other Interested Persons:

The Department of Water Resources has issued the enclosed approved Transfer of Water Right(s). Please be sure to thoroughly review the conditions of approval and remarks listed on the approval document.

The Transfer of Water Right(s) is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless the APPLICANT petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

ANY PERSON aggrieved by any decision, determination, order or action of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Department and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

If the transfer approval includes a condition requiring measuring and recording devices, such devices shall comply with specifications established by the Department. Detailed specifications are available on the Department's home page on the Internet, or you can request a copy by contacting any office of the Department. Please be sure to thoroughly review the specifications to avoid unnecessary costs for reinstallation or modification due to non-conforming or improperly installed devices.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at (208) 334-2190.

Sincerely,


DENISE LAUERMAN

 Nick Miller
Western Regional Manager

Enclosure

CC:

TERRACE LAKES RECREATIONAL RANCH INC
101 HOLIDAY DR
GARDEN VALLEY ID 83622

CERTIFICATE OF SERVICE

I hereby certify that on March 11, 2021 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved Transfer) to the person(s) listed below:

Re: Transfer No.: 84392
Water Right No(s): 65-224018

ROBERT P MINCH
701 W BANKSIDE DR
EAGLE ID 83616-5882

TERRACE LAKES RECREATIONAL RANCH INC
101 HOLIDAY DR
GARDEN VALLEY ID 83622



Denise Lauerman
Administrative Assistant 1

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was **not** held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. **It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:**

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) The petition for reconsideration is disposed of; or
- (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. **84392**

AUG 19 2020

WATER RESOURCES
WESTERN REGIONMINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) Robert P. MinchCheck whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.Yes ☒ N/A ☐ * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a [Part 2A](#) report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer [Part 2B](#) for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. ([Fee schedule](#) is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at idwr.idaho.gov/water-rights/transfers/resources.html.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☐ ☒ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System ([GIS](#)) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☒ ☐ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see [fee schedule](#).
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. ([Attachment WSB](#))
- ☐ ☒ #10 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Robert P. Minch Phone 208-939-1119
Mailing address 701 W. Bankside Drive, Eagle, ID 83616 Email robert.minch@gmail.com

- N/A ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- N/A ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Andrew J. Waldera Phone 208-629-7447
Mailing address Sawtooth Law Offices, PO Box 7985, Boise, ID 83707 Email andy@sawtoothlaw.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). 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 rejection of the application or cancellation of an approval.

Robert P. Minch Robert P. Minch 8/18/2020
Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

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 Add point of re-diversion

N/A 2. Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.

3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
- Applicant purchased a portion of Water Right No. 65-07118 and seeks to split off his portion of the right from current owner Terrace Lakes Recreational Ranch, Inc. and make use of his portion of the right on Applicant's property, which property is not a part of the existing place of use of the right. Applicant also seeks to add an irrigation purpose of use. See cover letter Attachment #2a and supplemental sheets attached as Part 1A.3.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	65-07118	0.0223 cfs	Heating	1/1 to 12/31	Spring / Warm Springs
☐ ☐	(split)	(10 gpm)	Recreational	1/1 to 12/31	Creek
☐ ☐			Domestic	1/1 to 12/31	
☐ ☐			Irrigation	4/1 to 11/1	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.0223 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.0223 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10N	4E	33									1.1								1.1
10N	4E	33									G								
10N	4E	33									R								
10N	4E	33									D								
Total Acres (for irrigation use)																			1.1

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:
Point of diversion of parent right 65-07118 remains unchanged. Rediversion of 0.0223 cfs on Applicant's property will be made from existing conveyance pipeline located on Applicant's property serving owner of right 65-07118.

- b. Who owns the property at the point(s) of diversion? Unknown at present.
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Owner of 65-07118 (Terrace Lakes Recreational Ranch, Inc.) owns a court-decreed easement (Ex. C, Att. #2a); point of rediversion is on Applicant's property.

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? **If yes,** ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: N/A

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank? **If yes,** ☐ complete Attachment WSB. N/A
- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
None. Parent right 65-07118 is not used for irrigation. Any irrigation use of Applicant's deeded portion of the right (0.0223 cfs/10 gpm) would be secondary to primary/first uses of the geothermal water for heat value purposes.
- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
Applicant's property is not served by any other water rights currently. There may be a domestic exempt well for potable water purposes drilled in the future (if not already existing).

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

Boise Office
1101 W. River St., Ste. 110
P.O. Box 7985
Boise, Idaho 83707
Tel. (208) 629-7447

Challis Office
1301 E. Main Ave.
P.O. Box 36
Challis, Idaho 83226
Tel. (208) 879-4488

Twin Falls Office
236 River Vista Place
Suite 301
Twin Falls, Idaho 83301
Tel. (208) 969-9585

Fax (all offices)
(208) 629-7559



David P. Claiborne *

S. Bryce Farris

Patxi Larrocea-Phillips

Evan T. Roth

Daniel V. Steenson

Katie L. Vandenberg

Andrew J. Waldera **

James R. Bennetts (retired)

Attorneys licensed in Idaho
* Also licensed in Washington
** Also licensed in Oregon

September 25, 2019

Nick Miller
Idaho Department of Water Resources
Western Region Office
2735 W. Airport Way
Boise, ID 83705-5082

Re: Notice of Change in Water Right Ownership

Dear Nick:

I write you regarding the enclosed Notice of Change in Water Right Ownership ("Notice") form filed on behalf of Robert P. Minch. While the mechanics of the Notice are relatively straightforward, you may appreciate a bit more context for the file.

Mr. Minch owns Lot 14 of the Warm Springs Estates Subdivision in/near Garden Valley, Idaho. The Minch property is located more or less adjacent to (immediately west of) the Terrace Lakes Resort owned by Terrace Lakes Recreation Ranch, Inc. ("Resort"). The Minch property also lies between the spring-based point of diversion and place of use of Resort-owned geothermal water right no. 65-07118. Consequently, the Minch property is traversed by a portion of the geothermal water conveyance pipeline owned, operated and maintained by Resort.

For a variety of reasons explained in the enclosed *Water Right Division and Shared Pipeline Conveyance Agreement* (September 7, 2019), recorded as Boise County, Idaho Instrument No. 265064 (Sept. 19, 2019), Minch now owns a 0.0223 cfs (10 gallons per minute) portion of water right no. 65-07118 largely in exchange for having granted Resort a more accurate pipeline easement across the Minch property. More specifically, pages 14-17 of the agreement comprise the Water Right Quitclaim Deed executed by Resort and which deed was also separately recorded as Boise County, Idaho Instrument No. 265065 (Sept. 19, 2019).

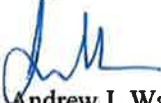
At this point, the Minch property is not within the original, decreed place of use for water right no. 65-07118. The existing place of use is located in the SE Quarter of Section 33, Range 10N, Township 04E, while the Minch property is located in the NE Quarter of the SW Quarter. Consequently, we will follow this Notice with an Application for Water Right Transfer addressing the place of use issue with respect to Minch's portion of the water right. The water right is in good-standing, being continuously used by Resort for its decreed beneficial uses.

www.sawtoothlaw.com

Thus, the forthcoming Minch transfer application should be filed, processed and completed well before any statutory forfeiture concerns could arise under Idaho Code Section 42-222.

Should you have any questions regarding the processing of the enclosed Notice, please feel free to direct them to me. You can reach me at 208-629-7447.

Very truly yours,



Andrew J. Waldera

AJW/dll
Enclosure
c: Client

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

SAWTOOTH LAW OFFICE, PLLC

P.O. BOX 7985
BOISE, ID 83707

D.L. EVANS BANK
213 N. 9TH STREET
BOISE, IDAHO 83702

92-358/1241

7754

9/23/2019

PAY TO THE ORDER OF Idaho Department of Water Resources

\$ **100.00

One Hundred and 00/100*****

DOLLARS

Idaho Department of Water Resources
PO Box 83720
Boise, ID 83720-0098

MEMO

65-07118 Change in WR Ownership

AUTHORIZED SIGNATURE

SAWTOOTH LAW OFFICE, PLLC

Idaho Department of Water Resources
Advanced Client Costs: Court Filing Fee

9/23/2019

Idaho Department of Water Resources - Filing Fee -

7754

100.00

Business Checking (7 65-07118 Change in WR Ownership

100.00

RECEIVED

SEP 25 2019

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
65-07118	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Terrace Lakes Recreation Ranch, Inc.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Robert P. Minch
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 701 W. Bankside Drive Eagle ID 83616
Mailing address City State ZIP
- 208-939-1119 robert.minch@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: September 7, 2019
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Robert P. Minch Title, if applicable September 24, 2019
Signature of new owner/claimant Date

Signature: _____ Title, if applicable _____
Signature of new owner/claimant Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by _____ Date _____

Instrument # 265064

IDAHO CITY, BOISE COUNTY, IDAHO
9-19-2019 01:17:57 PM No. of Pages: 21
Recorded for : ROBERT MINCH
MARY T. PRISCO Fee: 70.00
Ex-Officio Recorder Deputy
Index to: MISCELLANEOUS

**WATER RIGHT DIVISION AND
SHARED CONVEYANCE PIPELINE AGREEMENT**

This Water Right Division and Shared Conveyance Pipeline Agreement ("Agreement") is entered into this 7th day of September, 2019, by and between ROBERT P. MINCH, an individual, whose address is 701 W. Bankside Drive, Eagle, Idaho 83616 ("Minch") and TERRACE LAKES RECREATION RANCH, INC., an Idaho corporation in goodstanding, whose address is 101 Holiday Drive, Garden Valley, Idaho 83622 ("Resort").

RECITALS:

A. WHEREAS, Minch owns certain real property legally described as Lot 14, Block 1 of Warm Springs Estates No. 1, according to the official plat thereof recorded as Boise County, Idaho Instrument No. 80717, also known as Boise County, Idaho Real Parcel No. RP082010000140 (the "Property"), which Property is depicted on **Exhibit A** attached hereto and incorporated by reference herein;

B. WHEREAS, Resort owns and operates adjacent parcels located predominantly to the east of the Property, which Resort operates and maintains as Terrace Lakes Resort, consisting of a lodge and restaurant, golf course, geothermal swimming pool and related facilities/amenities for the benefit of its members;

C. WHEREAS, Resort owns various water rights, including Water Right No. 65-07118 (the "Water Right"), which Water Right is a geothermal spring-sourced water right which it uses for heating, domestic, and recreational purposes pursuant to the SRBA Court-issued partial decree for the same, which partial decree is attached hereto as **Exhibit B** and incorporated by reference herein;

D. WHEREAS, the geothermal spring-based source of the Water Right is located on property owned by others, requiring Resort to convey the water across the property of others, including the Property, via pipeline ("Pipeline") to Resort's place of use, which Pipeline is owned, operated and maintained by Resort;

E. WHEREAS, the Water Right spring collection infrastructure and Pipeline are approximately 50 years old (if not older) and in need of periodic repair;

F. WHEREAS, Minch has confirmed by professional survey that the portion of the Water Right conveyance Pipeline located on the Property is not located wholly within, or in line with, that certain court-ordered grant of easement across the Property, among other parcels, recorded as Boise County Instrument No. 75047 (Feb. 10, 1970), which court-ordered easement is attached hereto as **Exhibit C** and incorporated by reference herein;

G. WHEREAS, Minch has previously repaired the Water Right conveyance Pipeline traversing the Property at his sole expense, and desires to grant Resort an express easement corresponding to the actual location of the Pipeline on the Property in exchange for Resort conveying to Minch a portion of the Water Right for Minch's ownership and use on the Property; and

H. WHEREAS, Resort desires to convey a portion of the Water Right to Minch in consideration of his prior Pipeline repairs and his grant of a more precise easement tied to the actual location of the Pipeline on the Property;

NOW THEREFORE, in consideration of the foregoing Recitals, which are contractual, and the promises, mutual benefits, representations, covenants, undertakings, and agreements hereinafter contained, and for good and valuable consideration received by the parties, which consideration and the sufficiency thereof is hereby acknowledged by the parties hereto, Minch and Resort represent, covenant, undertake, and agree as follows:

AGREEMENTS:

1. Water Right Split and Conveyance. Resort agrees to convey to Minch a quantity of Water Right No. 65-07118 measuring ten (10) gallons per minute ("gpm") or 0.0223 cubic feet per second ("cfs"). Based on the overall Water Right quantity of 0.29 cfs, Resort's conveyance to Minch totals approximately 7.7% of the Water Right. Resort agrees to convey this portion of the Water Right to Minch by quitclaim deed in substantial and material conformance with the template attached hereto as **Exhibit D** and incorporated by reference herein.
2. Shared Conveyance Pipeline Use. Resort agrees to carry Minch's portion of the Water Right from Resort's spring-based source/point of diversion through its Pipeline across the Property. Resort further agrees that Minch can tap the Pipeline in one (1) location on the Property from which Minch can divert his aggregate 10 gpm of water. Minch shall be solely responsible all costs and maintenance associated with the Pipeline tap (*i.e.*, valve), as well as for any distribution lines diverting his water from the Pipeline. Resort further agrees that Minch shall be entitled to use and divert up to 10 gpm from the Pipeline regardless of whether Resort is diverting and conveying any or all of its Water Right through the Pipeline.
3. Tap Acknowledgement and Location. The parties acknowledge that Minch has already installed a tap in the Pipeline in conjunction with the Pipeline repair work he previously performed on the Property at Resort's behest. However, because the Property is largely undeveloped at present, Minch may desire to reinstall the tap in a different location. Resort agrees that Minch may relocate his Pipeline tap upon prior notice to, and approval of, Resort, which approval shall not be unreasonably withheld. Minch shall provide Resort with a map of his tap location, including the GPS coordinates of the location.
4. Shared Point of Diversion and Pipeline Operation and Maintenance. Resort and Minch agree that the Pipeline and the Water Right spring-based point of diversion shall continue to be owned, operated and maintained by Resort. However, based on Minch's shared use of Resort's spring-based point of diversion and Pipeline, Minch agrees to bear and contribute to 7.7% of Resort's routine and ordinary point of diversion and Pipeline operation and maintenance expenses. Minch's shared costs obligation applies to the portion of the Pipeline beginning at the spring(s) and ends at Minch's tap. Minch agrees to reimburse Resort up to 7.7% of these routine operation and maintenance costs within thirty (30) days of Resort submission of

written request to Minch for the same, which written submission shall include copies of Resort-paid invoices or receipts for the work performed.

Resort and Minch shall consult and coordinate with each other at least thirty (30) days prior to performing any non-routine and extraordinary Pipeline or Water Right point of diversion maintenance and repair work, emergency situations exempted. Non-routine and extraordinary maintenance and repair work includes any maintenance or repair work estimated to cost in excess of Two Thousand Dollars (\$2,000), any Pipeline replacement work (in whole or in part) regardless of cost, and any work seeking to improve or alter the existing spring-based point of diversion and related infrastructure regardless of cost (this includes any efforts to further develop the spring(s) attempting to increase flow or discharge either above or below ground).

Resort and Minch agree that any and all repair or maintenance work performed by them under this Agreement shall be performed by qualified professionals in a workmanlike manner consistent with prevailing industry standards, unless the parties agree on other repair/maintenance methods/arrangements on a case-by-case basis.

Should Resort cease use of the Pipeline, and abandon the same in favor of some other means of Water Right conveyance, Minch shall continue to be able to use the Pipeline at his sole cost and expense from the spring-based point of diversion to his tap on the Property.

5. Grant of Easement. Minch hereby grants to Resort the Pipeline easement described and depicted in **Exhibit E** attached hereto and incorporated by reference herein. The easement granted herein measures a total of ten (10) feet wide, measured from each side of the Pipeline centerline, and is for geothermal water conveyance purposes under Water Right No. 65-07118, including rights of ingress and egress for the operation, maintenance, repair and replacement of the Pipeline. The easement granted herein replaces and supersedes any and all other Pipeline-related easements Resort possesses, may possess, or claims on the Property. In exchange for the easement granted herein, Resort expressly disclaims and abandons any and all other Pipeline-related easement(s) it possesses, claimed or relied on historically on the Property.

6. Grant of Third Party License. Resort hereby grants to Minch a third party license to use and share in any and all easements Resort possesses or claims related to the diversion and conveyance of Water Right No. 65-07118 upstream of the Property (*i.e.*, the portion of the Pipeline beginning at the spring-based point of diversion to the point where the Pipeline enters the Property). The license granted herein includes Resort's easement rights and interests in the point of diversion as well as the Pipeline, and is granted consistent with Resort's authority to do so under the Idaho Supreme Court's decision in *Abbott v. Nampa School Dist. No. 131*, 119 Idaho 544, 808 P.2d 1289 (1991).

7. Recording. This Agreement runs with the Property and constitutes a burden, benefit, and appurtenance thereto. This Agreement shall be recorded in Boise County, Idaho.

8. Authorization. The parties represent and warrant that the person signing this Agreement on behalf of each party has been duly authorized to do so, and is fully vested with the authority to bind that party in all respects.

9. Binding. This Agreement shall bind the parties hereto, and is further binding upon and operates for the benefit of the parties' respective heirs, personal representatives, successors, and assigns.

10. Modification. None of the parties to this Agreement, or any other party or entity, may orally or by conduct modify, delete, vary, or contradict the terms and conditions of this Agreement. This Agreement may only be modified by a subsequent written agreement signed by each of the named parties to this Agreement.

11. Entire Document. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The parties to this Agreement represent and warrant that they have the sole right and exclusive authority to execute this Agreement.

12. Enforceability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

13. No Waiver. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right.

14. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Idaho. Further, this Agreement may be enforced through grant of injunctive or other equitable relief given the parties' acknowledgement that the determination of monetary damages arising out of a breach of this Agreement may be difficult, if not impossible, to ascertain.

15. Attorney Fees. In the event legal action is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover their reasonable costs and attorney fees, including any such costs and attorney fees that may be incurred on appeal.

16. Review and Understanding. The terms and conditions of this Agreement have been completely read by the parties, and the terms and conditions are understood and voluntarily accepted by them.

Signature Page Follows

EXECUTED by the parties or their duly authorized representatives, to be effective as provided above.

ROBERT P. MINCH

Robert P. Minch
Robert P. Minch

TERRACE LAKES RECREATION RANCH,
INC.

By [Signature]
Its Secretary

STATE OF IDAHO)
County of Boise) ss.

On this 7 day of September, 2019, before me, the undersigned Notary Public in and for said state, personally appeared **ROBERT P. MINCH**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Judi D Smith
NOTARY PUBLIC FOR IDAHO
Residing at Garden Valley ID
My Commission Expires 05/08/2020

STATE OF IDAHO)
) ss.
County of Baie)

On this 7th day of September, 20 19, before me, the undersigned Notary Public in and for said state, personally appeared LENE JOHNSON known or identified to me to be the president, or vice-president, or secretary or assistant secretary, of **TERRACE LAKES RECREATION RANCH, INC.**, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Judi D Smith
NOTARY PUBLIC FOR IDAHO
Residing at Harlem Valley, ID
My Commission Expires 05/08/2020

EXHIBIT A

Property Description

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:215669

FOR VALUE RECEIVED

Brian Jenkins and Andrea Jenkins, husband and wife, who acquired title as Brian Jenkins, a married man

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

 **Robert P. Minch an unmarried man**

whose current address is

**701 W. Bankside Drive
Eagle, ID 83616**

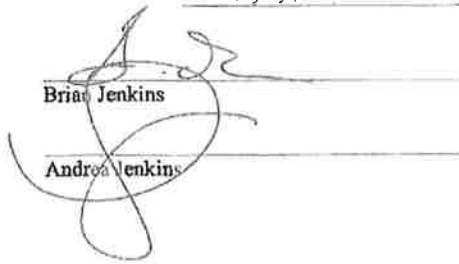
the grantee(s), the following described premises, in Boise County, Idaho, TO WIT:

**Lot 14 of Warm Springs Estates No. 1, according to the official plat thereof
recorded as Instrument No. 80717, records of Boise County, Idaho**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: January 3, 2014



Brian Jenkins

Andrea Jenkins

EXHIBIT A to
WATER RIGHT DIVISION AND SHARED CONVEYANCE PIPELINE AGREEMENT – Page 7

State of Idaho } ss
County of Ada }

On this 8 day of December, 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared Brian Jenkins and Andrea Jenkins, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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.



the undersigned
Notary Public for the State of Idaho
Residing at:
Commission Expires:

Commission Expires: 05/06/2017
Residing in: Boise, Idaho



EXHIBIT A to
WATER RIGHT DIVISION AND SHARED CONVEYANCE PIPELINE AGREEMENT – Page 8

EXHIBIT B

SRBA Partial Decree for Water Right 65-07118

2003 MAR 07 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED

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

AMENDED

In Re SRBA
Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 65-07118

NAME AND ADDRESS:	TERRACE LAKES RECREATION RANCH RC 76 BOX 4203 GARDEN VALLEY, ID 83622																							
SOURCE:	SPRING	TRIBUTARY: WARM SPRINGS CREEK																						
QUANTITY:	0.29 CFS																							
PRIORITY DATE:	01/27/1970																							
POINT OF DIVERSION:	TION RD4E S33	NWSW	Within Boise County																					
PURPOSE AND PERIOD OF USE:	<table><thead><tr><th>PURPOSE OF USE</th><th>PERIOD OF USE</th><th>QUANTITY</th></tr></thead><tbody><tr><td>Heating</td><td>01-01 TO 12-31</td><td>0.29 CFS</td></tr><tr><td>Domestic</td><td>01-01 TO 12-31</td><td>0.13 CFS</td></tr><tr><td>Recreation</td><td>01-01 TO 12-31</td><td>7.00 AFY 0.29 CFS</td></tr></tbody></table>			PURPOSE OF USE	PERIOD OF USE	QUANTITY	Heating	01-01 TO 12-31	0.29 CFS	Domestic	01-01 TO 12-31	0.13 CFS	Recreation	01-01 TO 12-31	7.00 AFY 0.29 CFS									
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Heating	01-01 TO 12-31	0.29 CFS																						
Domestic	01-01 TO 12-31	0.13 CFS																						
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PLACE OF USE:	<table><tbody><tr><td>Heating</td><td>NESE</td><td>Within Boise County</td></tr><tr><td>TION RD4E S33</td><td>NWSE</td><td>NWSE</td></tr><tr><td></td><td>SESE</td><td>SESE</td></tr><tr><td>Domestic</td><td></td><td>Within Boise County</td></tr><tr><td>Same as Heating</td><td></td><td></td></tr><tr><td>Recreation</td><td></td><td>Within Boise County</td></tr><tr><td>Same as Heating</td><td></td><td></td></tr></tbody></table>			Heating	NESE	Within Boise County	TION RD4E S33	NWSE	NWSE		SESE	SESE	Domestic		Within Boise County	Same as Heating			Recreation		Within Boise County	Same as Heating		
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Recreation		Within Boise County																						
Same as Heating																								

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

BASIN 65 GENERAL PROVISIONS NO 3, THE SEPARATE STREAMS GENERAL PROVISION, DOES NOT APPLY TO APPROPRIATIONS OF WATER AFTER OCTOBER 18, 1973.

THIS WATER RIGHT SHALL BE ADMINISTERED AS BEING FROM A SEPARATE SOURCE PURSUANT TO BASIN 65 GENERAL PROVISIONS NO 3. IF THE HOLDER OF THIS RIGHT SEEKS TO CHANGE THE RIGHT PURSUANT TO IDAHO CODE SEC 42-222 OR SUCCESSOR STATUTE, NOTHING IN THIS GENERAL PROVISION SHALL PRECLUDE ANY OTHER PERSON OR ENTITY FROM DEMONSTRATING THAT SUCH CHANGE IN USE WOULD CAUSE INJURY TO ITS WATER RIGHT OR FROM RECEIVING ANY RELIEF PROVIDED BY LAW IN THE EVENT OF INJURY.

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, I.C. SECTION 42-1412(4).

SRBA PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 65-07118 File Number: 00479

PAGE 1
Mar-07-2003

EXHIBIT B to
WATER RIGHT DIVISION AND SHARED CONVEYANCE PIPELINE AGREEMENT - Page 10

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Roger Burdick

Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

SRBA PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 65-07118 File Number: 00479

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Mar-07-2003

EXHIBIT B to
WATER RIGHT DIVISION AND SHARED CONVEYANCE PIPELINE AGREEMENT – Page 11

75047

WARREN ELEAN HEDENSTADT BAUM,
 122,
 vs.
 Plaintiff,
 vs.
 EUGENE PATER and JEAN PATER,
 Defendants.

First Issues

This case was argued before the Court without a jury on the summer of 1942, and 1943, 1949 at the Courthouse of Boise County, Idaho in Idaho City, Idaho, with Frank T. Kane of the law firm of Kane and Smith of Boise, Idaho, appearing as attorney for the defendants, and the Court having heard the testimony of the witnesses, and having examined the evidence offered by the respective parties, and the Court being fully advised in the premises and having filed herein its Memorandum Opinion which was designated as "Findings of Fact and Conclusions of Law" and having directed that no judgment be entered in accordance therewith, therefore, by reason of the findings and law so aforesaid.

1. That the Court has jurisdiction over the parties and the subject matter involved in this action and that pending further order of the Court, the Court shall maintain continuing jurisdiction in this action for the hearing and deciding of any matters and the making of any orders that may be appropriate under the facts and circumstances as such may appear pertinent to this;

2. That the defendants herein are oppressively enjoined and restrained from the removal of the pipeline of the plaintiffs located on the premises of defendants from said premises and defendants are further oppressively restrained from interfering with the operation by plaintiffs of said pipeline all of which shall continue until the order of the Court, provided one of the said necessary allegations shall, filed without prejudice to defendants' plea to have a further hearing to be held of a reasonable expenditure which should be paid by plaintiff to defendants for the removal of said pipeline by the pipeline of plaintiffs pending said decision in this matter

3. The plaintiffs do not represent a water right or waterworks in the water district, the water district is not located on the lands of defendants for the thermal waters or saline waters, but the said water district, the water district, on the lands of defendants are public waters and it is acknowledged in principle, that the use involves the common values thereof, subject however to the existing preference of water of the said defendant. But, certain decrees of the District Court of the said District District of the State of Idaho, dated 1910, and 1911, and 1912, and 1913, and 1914, and 1915, and 1916, and 1917, and 1918, and 1919, and 1920, and 1921, and 1922, and 1923, and 1924, and 1925, and 1926, and 1927, and 1928, and 1929, and 1930, and 1931, and 1932, and 1933, and 1934, and 1935, and 1936, and 1937, and 1938, and 1939, and 1940, and 1941, and 1942, and 1943, and 1944, and 1945, and 1946, and 1947, and 1948, and 1949, and 1950, and 1951, and 1952, and 1953, and 1954, and 1955, and 1956, and 1957, and 1958, and 1959, and 1960, and 1961, and 1962, and 1963, and 1964, and 1965, and 1966, and 1967, and 1968, and 1969, and 1970, and 1971, and 1972, and 1973, and 1974, and 1975, and 1976, and 1977, and 1978, and 1979, and 1980, and 1981, and 1982, and 1983, and 1984, and 1985, and 1986, and 1987, and 1988, and 1989, and 1990, and 1991, and 1992, and 1993, and 1994, and 1995, and 1996, and 1997, and 1998, and 1999, 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Malindi 10,

 $2.4 \times 10^{21} \text{ cm}^{-3}$

b. Defendant admits whether or not the above are in record:

[illegible]

Extension of the south quarter corner of section 33, Township 10 North, Range 1 East, Teton and Blaine Counties, Montana.

along the quarter line north 9° 30' east 1/2 sec. 2
back to a point where the 1/2 sec. line of longitude
crosses

అంశం: 15వ ప్రాంతీయ కమిటీ కార్యకర్తల సంఖ్య 100 నుండి 150 కు పెరిగింది.

North 35° 27' West 234.5 Feet to a point 2 - 190

North 75° 00' West, 165.1 feet to 2 inches below

South 7th 10th west 16th, D. road to a point; above:

Depth: 61' 40" shot 136.5 feet to a joint; change

North 73° 00' West 57.5 feet to a point; thence

STATION 73 - 500' NORTH 10720' EAST OF 300' NORTH, 10720' EAST

1990

Boise County 8705
Page 2

North 53° 52' East 122.2 feet to a point; thence
South 66° 50' East 72.5 feet to a point; thence
South 23° 50' East 132.0 feet to a point; thence
South 21° 30' East 53.2 feet to a point; thence
South 74° 10' East 54.0 feet to a point, which is
the point of diversion; thence
North 54° 23' East 51.5 feet to a point, which is
the center of a hot spring.

That the damages assessed for a tract of Defendants to be occupied by said easement shall be in the amount
of \$121.50 and that the damages to the property of Defendants remaining are assessed at nothing as of the
date of the aforesaid decree.

5. That upon their counterclaim, Defendants are entitled to damages for the trespass of Plaintiff
or the actions of Plaintiff in the amount of One Dollar (\$1.00) and for exemplary or punitive damages, if
nothing.

6. That all options to purchase by Defendant shall be, and are hereby, denied.

7. That Plaintiff and Defendants shall each bear their own costs herein.

DECEAN this 9th day of February, 1970

W. E. Smith
District Judge.

COMMITTEE AT RAILING

(JAMES EMMETT)
33
(JOHN C. SMITH)

I, Margaret L. Day, an undersigned author by me hereby certify that I have mailed, by
registered mail, no cost of this pre-trial order to each of the attorneys of record in this cause
in envelopes addressed as follows:

Mr. Frank H.
Attorney at Law
First Gen. P. Bldg.
Boise, Idaho

Mr. Louis G. Gentry
Boise, Idaho

Dated and signed at Boise, Idaho, this 9th day of February, 1970.

Margaret L. Day
Official Reporter

EXHIBIT D

Quitclaim Deed

Instrument # 265065

IDAHO CITY, BOISE COUNTY, IDAHO

9-19-2019 01:29:58 PM No. of Pages: 4

Recorded for : ROBERT MINCH

MARY T. PRISCO Fee: 15.00

Ex-Officio Recorder Deputy

Index to: DEEDS

WATER RIGHT QUITCLAIM DEED

This Water Right Quitclaim Deed is made on the 7th day of September, 2019,
by and between:

TERRACE LAKES RECREATION RANCH, INC., an Idaho corporation in
goodstanding, whose address is 101 Holliday Drive, Garden Valley, Idaho, 83622, hereinafter
GRANTOR; and

ROBERT P. MINCH, an individual, whose address is 701 W. Bankside Drive, Eagle,
Idaho, 83616, hereinafter **GRANTEE**:

GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is
hereby acknowledged, by these presents remises, releases, and forever quitclaims to
GRANTEE, as his sole and separate property, and to **GRANTEE'S** heirs, successors and
assigns and assigns, a 0.0223 cubic foot per second (10 gallons per minute) quantity/portion of
GRANTOR'S geothermal Water Right No. 65-07118 described at **Exhibit A** hereto;

To have and to hold, all and singular, the described 0.0223 cubic foot per second water
right to **GRANTEE** and to **GRANTEE'S** heirs, successors and assigns forever.

In witness of the above, **GRANTOR** has set **GRANTOR'S** hand on the date first written
above.

TERRACE LAKES RECREATIONAL RANCH, INC.

By: [Signature]

Its: Secretary

WATER RIGHT QUITCLAIM DEED – Page 1

EXHIBIT D to
WATER RIGHT DIVISION AND SHARED CONVEYANCE PIPELINE AGREEMENT – Page 14

ACKNOWLEDGMENT

STATE OF IDAHO

County of Bonne

ss.

On this 7 day of September, 2019, before me, the undersigned Notary Public in and for said State, personally appeared TERESA JOHNSON known or identified to me to be the president, or vice-president, or secretary or assistant secretary, of TERRACE LAKES RECREATION RANCH, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Judi D Smith
NOTARY PUBLIC FOR IDAHO
Residing at Garden Valley, ID
My Commission Expires 05/06/2020

WATER RIGHT QUITCLAIM DEED - Page 2

EXHIBIT D to
WATER RIGHT DIVISION AND SHARED CONVEYANCE PIPELINE AGREEMENT - Page 15

EXHIBIT A
WATER RIGHT DESCRIPTION

27th JUNE 2013 PM 01:01
DISTRICT COURT - 3000
27th JUNE 2013, DEAN
FILED

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

AMENDED
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 45-07118

IN RE BREA	1		
Case No. 30518	1		

NAME AND ADDRESS:	TERRACE LAKES RECREATION RANCH 207 N. HILL AVE GARDEN VALLEY, ID 83429		
SOURCE:	SPRING	THUNDERBOLT, WOOD BRIDGE CREEK	
QUANTITY:	0.25 CFS		
PRIORITY DATE:	01/27/1972		
POINT OF DIVERSION:	7200 ROAD 813	WHERE	Within Boise County
PURPOSE AND PERIOD OF USE:	PURPOSE OF USE: Hunting Domestic Recreation	PERIOD OF USE: 01-03 TO 12-31 03-01 TO 12-31 03-01 TO 12-31	QUANTITY: 0.25 CFS 0.25 CFS 0.25 CFS
PLACE OF USE:	Hunting 7200 ROAD 813	WHERE	Within Boise County
	Domestic Same as Hunting		Within Boise County
	Recreation Same as Hunting		Within Boise County

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

WATER IS GENERAL PROVISIONS TO 1. THE SEPARATE SEPARATE GENERAL
PROVISIONS, DOES NOT APPLY TO APPOINTMENTS OF WATER AFTER
OCTOBER 18, 1972.

THIS WATER RIGHT SHALL BE ADMINISTERED AS EITHER FROM A
SEPARATE SOURCE PURSUANT TO PART 15 GENERAL PROVISIONS AND 2. IF
THE HOLDING OF THIS WATER RIGHT BEGINS TO CHANGE THE RIGHT PURSUANT TO
PART 15 CFS SEC 42-122 OR SUCCESSION STATUTE, WITHIN THE TIME
GENERAL PROVISIONS SHALL PRECLUDE THE OTHER PROVISION OR SUCCESSION
ADMINISTRATIVE THIS SUCH CHANGE IN USE WOULD CAUSE (AFTER TO ITS
WATER RIGHT OR FROM RECEIVING ANY ALLOCATED PROVIDED BY LAW IN THE
EVENT OF 1972).

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE EFFECTIVE OR THE RIGHTS OR FOR THE APPLICABLE
ADMINISTRATIVE OF THE WATER RIGHT AS MAY BE DETERMINED
REASONABLE AT THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL JUDICIAL DECREE. I.D. SECTION 42-112(b).

PAGE 1
HARVEST-2013

EXHIBIT A

Page 1 of 2

EXHIBIT A
WATER RIGHT DESCRIPTION

SRBA Partial Water Right Deed to J.E.C.P. 54(b) (continued)

RULE 54(b) CERTIFICATE

With respect to the issues described by the above judgment or order, it is hereby certified, in accordance with Rule 54(b), F.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has not been deterred from the entry of a final judgment or order shall be a final judgment in which no further action may be taken and no appeal may be taken as provided by the Idaho Appellate Rules.

Roger Burdick

ROGER BURDICK
Presiding Judge of the
Fourth Judicial District

SRBA PARTIAL WATER RIGHT DEED TO J.E.C.P. 54(b)
Water Right 66-29118 Date Produced: 09/19

PAGE 2
Doc. 07-1503

EXHIBIT A

Page 2 of 2

WATER RIGHT QUITCLAIM DEED -- Page 4

EXHIBIT D to
WATER RIGHT DIVISION AND SHARED CONVEYANCE PIPELINE AGREEMENT -- Page 17

EXHIBIT E

Easement Description

EXHIBIT E to
WATER RIGHT DIVISION AND SHARED CONVEYANCE PIPELINE AGREEMENT – Page 18



1515 S. SHOSHONE ST.
BOISE, ID 83705
208.342.7957
www.foxlandsurveys.com

2019 GEOTHERMAL PIPELINE EASEMENT LEGAL DESCRIPTION

A 10-foot wide easement within Lot 14 of the Warm Springs Estates No.1 Subdivision, recorded as Instrument No. 80717 in the Southwest 1/4 of Section 33, Township 10 North, Range 4 East, Boise Meridian, Boise County, Idaho, being a portion of Grantor's parcel (granted under Warranty Deed Instrument No. 242230) as shown on the Geothermal Line Record of Survey that accompanies this description and more particularly described as follows:

COMMENCING at the Quarter Corner of Sections 33 & 4, monumented by a found 3-inch brass cap as described in Corner Record Instrument No. 90689, from which the Center Quarter Corner of Section 33 monumented by a found 1.5-inch aluminum cap as described in Corner Record Instrument No. 164541 bears, North 00°12'53" East, 2621.15 feet. Thence along said line, North 00°12'53" East, 1547.03 feet, thence North 89°47'07" West, 444.08 feet to the Southeast Corner of Lot 14 and Grantor's parcel monumented by a found 5/8-inch rebar with a set cap (FLSI PLS8575); thence along the southerly boundary of Lot 14, South 68°08'41" West, 86.37 feet to a set 5/8-inch rebar with cap (FLSI PLS8575); thence continuing along said boundary, South 50°57'35" West, 190.92 feet to a found 1/2-inch rebar with a set cap (FLSI PLS8575); thence continuing along said boundary, South 76°18'59" West, 120.04 feet to the center line of the Geothermal Pipeline Easement and the **POINT OF BEGINNING**;

Then along the center line the following 9 coursed and distances,
thence South 87°53'22" West, 7.86 feet;
thence North 78°01'54" West, 17.08 feet to a point that bears North 11°58'06" East, 10-feet from Witness Corner monumented by a set 5/8-inch rebar with cap (FLSI PLS8575);
thence continuing North 78°01'54" West, 29.51 feet;
thence North 85°19'06" West, 12.18 feet;
thence South 43°00'45" West, 12.52 feet;
thence South 60°33'31" West, 42.18 feet to a point that bears North 03°03'23" East, 7.58-feet from an angle point in the southerly boundary of Lot 14 monumented by a found 1/2-inch rebar with a set cap (FLSI PLS8575);
thence North 86°01'43" West, 39.87 feet to a point that bears North 34°28'44" East, 10-feet from Witness Corner monumented by a set 5/8-inch rebar with cap (FLSI PLS8575);
thence North 55°31'16" West, 177.83 feet to a point that bears North 34°28'44" East, 10-feet from Witness Corner monumented by a set 5/8-inch rebar with cap (FLSI PLS8575);
thence North 55°31'16" West, 4.41 feet to the westerly boundary of Lot 14 and Grantor's parcel and the **POINT OF TERMINUS**.

Containing 3,449 square feet more or less
End of description
Prepared By:
Ronald M. Hodge, PLS 8575

1 | Page

EXHIBIT E

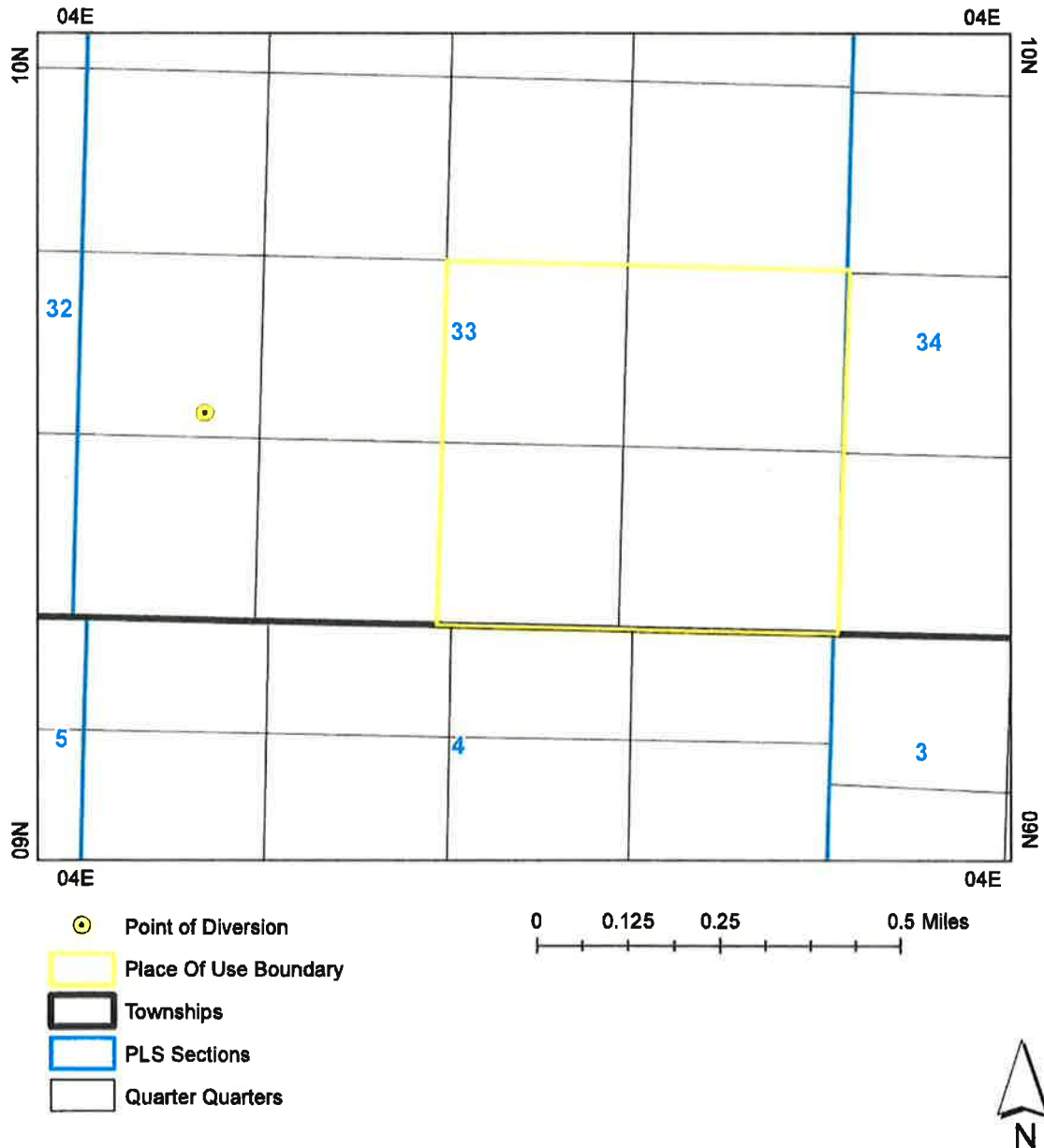
Page 1 of 3

State of Idaho
Department of Water Resources

**Water Right
65-7118**

HEATING

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Map produced on September 23, 2019

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:215669

FOR VALUE RECEIVED

Brian Jenkins and Andrea Jenkins, husband and wife, who acquired title as Brian Jenkins, a married man

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

 **Robert P. Minch an unmarried man**

whose current address is

**701 W. Bankside Drive
Eagle, ID 83616**

the grantee(s), the following described premises, in Boise County, Idaho, TO WIT:

**Lot 14 of Warm Springs Estates No. 1, according to the official plat thereof
recorded as Instrument No. 80717, records of Boise County, Idaho**

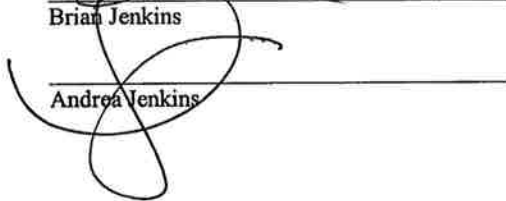
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: January 3, 2014



Brian Jenkins



Andrea Jenkins

State of Idaho } ss
County of Ada }

On this 8 day of December, 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared Brian Jenkins and Andrea Jenkins, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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.



the undersigned
Notary Public for the State of Idaho
Residing at:
Commission Expires:

Commission Expires: 05/06/2017
Residing In: Boise, Idaho



EXHIBIT D

Quitclaim Deed

WATER RIGHT QUITCLAIM DEED

This Water Right Quitclaim Deed is made on the 7th day of September, 2019,
by and between:

TERRACE LAKES RECREATION RANCH, INC., an Idaho corporation in
goodstanding, whose address is 101 Holliday Drive, Garden Valley, Idaho, 83622, hereinafter
GRANTOR; and

ROBERT P. MINCH, an individual, whose address is 701 W. Bankside Drive, Eagle,
Idaho, 83616, hereinafter **GRANTEE**:

GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is
hereby acknowledged, by these presents remises, releases, and forever quitclaims to
GRANTEE, as his sole and separate property, and to **GRANTEE'S** heirs, successors and
assigns and assigns, a 0.0223 cubic foot per second (10 gallons per minute) quantity/portion of
GRANTOR'S geothermal Water Right No. 65-07118 described at **Exhibit A** hereto;

To have and to hold, all and singular, the described 0.0223 cubic foot per second water
right to **GRANTEE** and to **GRANTEE'S** heirs, successors and assigns forever.

In witness of the above, **GRANTOR** has set **GRANTOR'S** hand on the date first written
above.

TERRACE LAKES RECREATIONAL RANCH, INC.

By: [Signature]

Its: Secretary

WATER RIGHT QUITCLAIM DEED -- Page 1

ACKNOWLEDGMENT

STATE OF IDAHO)
County of Burn) ss.

On this 7 day of September, 2019, before me, the undersigned Notary Public in and for said state, personally appeared KEENE JOHNSON known or identified to me to be the president, or vice-president, or secretary or assistant secretary, of TERRACE LAKES RECREATION RANCH, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Judi D Smith
NOTARY PUBLIC FOR IDAHO
Residing at Garden Valley, ID
My Commission Expires 05/08/2020

WATER RIGHT QUITCLAIM DEED – Page 2

EXHIBIT D to
WATER RIGHT DIVISION AND SHARED CONVEYANCE PIPELINE AGREEMENT – Page 15

EXHIBIT A
WATER RIGHT DESCRIPTION

2003 MAR 07 PM 02:00
DISTRICT COURT - SEBA
TWIN FALLS CO., IDAHO
FILED _____

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

AMENDED

IN RE: SRBWA
Case No. 22574

PARTIAL DECREE PURSUANT TO
I.R.C.P. 94(b) FOR
Water Right 45-07114

NAME AND ADDRESS: TERRACE LAKES RECREATION RANCH
MC 74 BOX 4201
GARDEN VALLEY, ID 83622

SOURCE: SPRING TRIBUTARY: WARM SPRINGS CREEK

QUANTITY: 0.29 CFS

PRIORITY DATE: 01/27/1979

POINT OF DIVERSION: 710N R04B S33 WMSX Within Boise County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
RECREATION	Heating	01-01 TO 12-31	0.29 CFS
	Domestic	01-01 TO 12-31	0.13 CFS
	Recreation	01-01 TO 12-31	7.60 AFT 0.29 CFS

PLACE OF USE:

Heating	Domestic	Recreation
710N R04B S33	Same as Heating	Same as Heating
WMSX	WMSX	WMSX
Within Boise County	Within Boise County	Within Boise County

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

BASIN 65 GENERAL PROVISIONS NO 3. THE SEPARATE STORAGE GENERAL PROVISION, DOES NOT APPLY TO APPROPRIATIONS OF WATER AFTER OCTOBER 18, 1977.

THIS WATER RIGHT SHALL BE ADMINISTERED AS BEING FROM A SEPARATE SOURCE PURSUANT TO BASIN 65 GENERAL PROVISIONS NO 3 IF THE HOLDER OF THIS RIGHT SEeks TO CHANGE THE RIGHT PURSUANT TO IDAHO CODE SEC 42-123 ON DEPENDENT STATUTE. NOTHING IN THIS GENERAL PROVISION SHALL PRECLUDE ANY OTHER PERSON OR ENTITY FROM DEMONSTRATING THAT SUCH CHANGE IN USE WOULD CAUSE INJURY TO ITS WATER RIGHT OR FROM RECEIVING ANY RELIEF PROVIDED BY LAW IN THE EVENT OF INJURY.

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. I.C. SECTION 42-1412(6).

SRBWA PARTIAL DECREE PURSUANT TO I.R.C.P. 94(b)
Water Right 45-07114 File Number: 04479

PAGE 1
May-07-2003

EXHIBIT A

Page 1 of 2

WATER RIGHT QUITCLAIM DEED - Page 3

**EXHIBIT D to
WATER RIGHT DIVISION AND SHARED CONVEYANCE PIPELINE AGREEMENT – Page 16**

ATTACHMENT 2b

Page 5 of 6

EXHIBIT A
WATER RIGHT DESCRIPTION

BRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Roger Burdick

Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

BRBA PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 65-07118 File Number: 60479

PAGE 2
Mar-07-2003

EXHIBIT A

Page 2 of 2

WATER RIGHT QUITCLAIM DEED -- Page 4

EXHIBIT D to
WATER RIGHT DIVISION AND SHARED CONVEYANCE PIPELINE AGREEMENT -- Page 17

ATTACHMENT 2b

Page 6 of 6

Minch Residence Geothermal Heating Project

31 Castle Mountain Drive, Garden Valley Idaho

- A tap into an existing geothermal pipeline (which continues on to Terrace Lakes Resort) supplies 160-degree F water at up to 10 GPM per deeded right and will be plumbed and used for heating structures, a year-round pool, and driveway snow melting.
- The distribution system is shown on the attached layout by red arrows.
 - From tap and adjacent pumphouse to utility building
 - From utility building to both shop/garage/ADU (auxiliary dwelling unit) and house
 - From both shop/garage/ADU and house to pool
 - From pool to heated driveway and discharge into Warm Springs Creek

• Notes

- The water source for the geothermal pipeline is a natural surface hot spring.
- Control systems will be designed for an efficient "cascading" use of heat energy with declining water temperatures through structures and other uses until discharge.
- Water usage will depend on seasonal factors and energy demand. BTU heat requirements have been calculated using IDWR spreadsheets and other guidelines to require a maximum of 10 GPM.
- Water in the geothermal pipeline that continues to Terrace Lakes Resort is also discharged into Warm Springs Creek after the Resort's use.
- Exact placement of the structures and pool, and routing of internal pipelines, on the Minch property is tentative.
- Construction will be phased over several years with some initial water usage anticipated in 2020.

Minch Residence Geothermal Heating Project

31 Castle Mountain Drive, Garden Valley Idaho



IDAHO Department of Water Resources



IDWR offices are open to the public and following the CDC guidelines for wearing masks and observing social distancing. For in-person visits, we encourage you to call ahead for an appointment.

WATER RIGHT REPORT

8/17/2020

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 65-7118

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	TERRACE LAKES RECREATIONAL RANCH INC 101 HOLIDAY DR GARDEN VALLEY, ID 83622 2084623250

Priority Date: 01/27/1970

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
SPRING	WARM SPRINGS CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
HEATING	1/01	12/31	0.29 CFS	
DOMESTIC	1/01	12/31	0.13 CFS	7.8 AFA
RECREATION	1/01	12/31	0.29 CFS	
Total Diversion			0.29 CFS	

Location of Point(s) of Diversion:

SPRING|NWSW|Sec. 33|Township 10N|Range 04E|BOISE County

Place(s) of use:

Place of Use Legal Description: HEATING BOISE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
10N	04E	33		NESE			NWSE			SWSE			SESE	

Conditions of Approval:

1. C20 Basin 65 General Provisions No. 3, the Separate Streams General Provision, does not apply to appropriations of water after October 18, 1977. This water right shall be administered as being from a separate source pursuant to Basin 65 General Provision No. 3. If the holder of this right seeks to change the right pursuant to Idaho Code § 42-222 or successor statute, nothing in this general provision shall preclude any other person or entity from demonstrating that such change in use would cause injury to its water right or from receiving any relief provided by law in the event of injury.
2. DOMESTIC USE IS FOR 50 TRAILER UNITS AND 200 SUMMER HOMES. HEATING USE IS FOR SWIMMING POOL
3. 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.

Dates:

Licensed Date:

Decreed Date: 02/13/2003

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 65

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☐ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☒ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- N/A ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**. Sent via email.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

N/A

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by LE Date 08/19/2020 Preliminary check by _____ Date _____

Fee paid \$200.00 Date 08/19/2020 Received by LE Receipt # W048639

Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

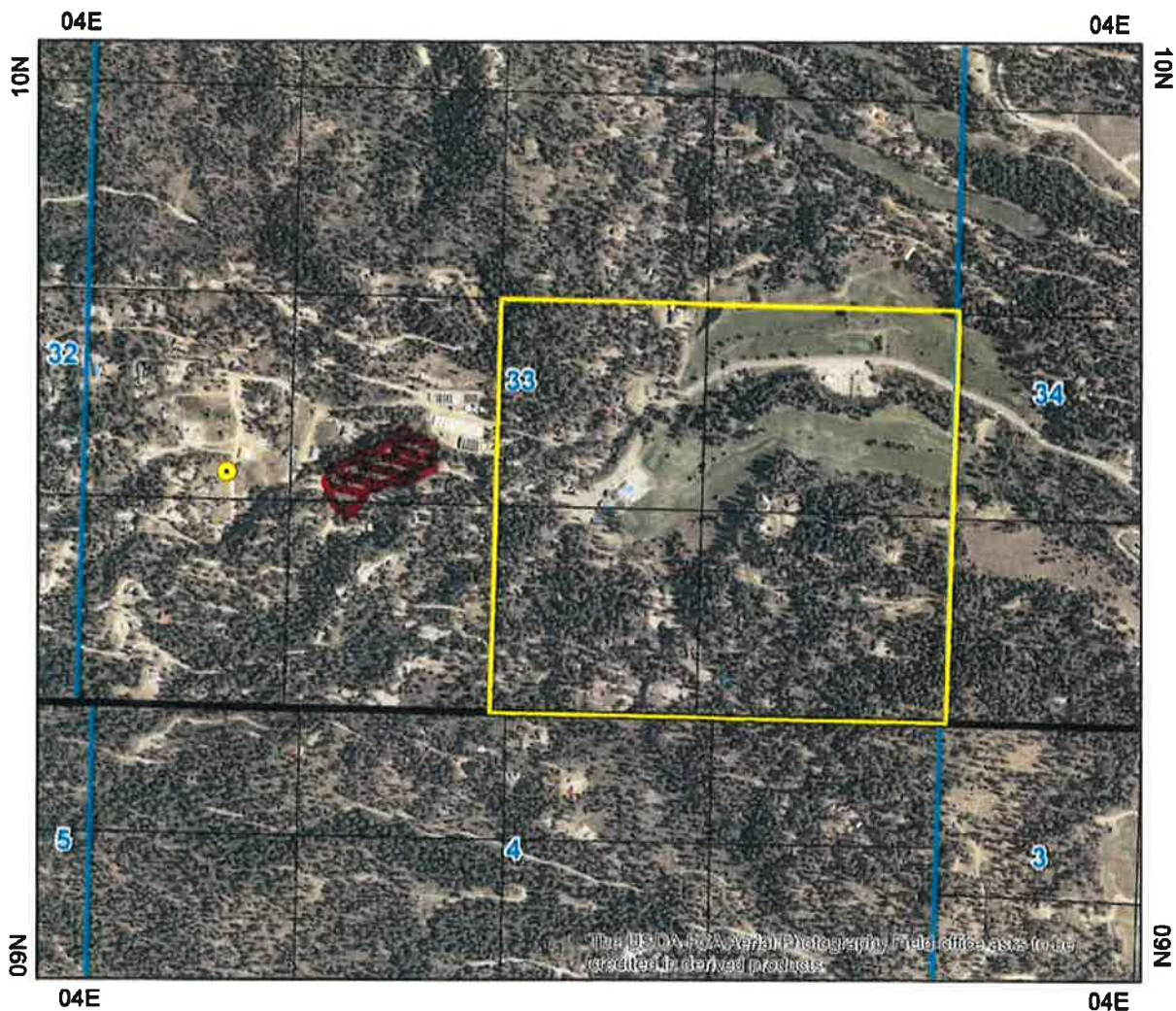
Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

State of Idaho
Department of Water Resources

Water Right
65-7118

HEATING

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



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

0 0.125 0.25 0.5 Miles

- Applicant's
Property/Pou



Map produced on August 17, 2020





Application for Transfer of Water Right No. 65-07118
Attachment #8a

Applicant proposes a secondary irrigation purpose of use of his 0.0223 cfs (10 gpm) portion of Right No. 65-07118, in addition to the existing Heating, Domestic, and Recreation purposes of use decreed under the right. Terrace Lakes Recreation Ranch, Inc. (owner of the remainder of Right No. 65-07118) currently diverts (and has historically diverted) 0.29 cfs from a concrete spring collection box into an underground pipeline conveying the water from the POD to the downstream POU. A portion of this water conveyance pipeline traverses Applicant's property. Applicant's access to his proportionate share of the water right will be from a valve/tap plumbed into the portion of the existing pipeline traversing Applicant's property. Thus, Applicant's "diversion" does not implicate diversion of any additional water than that historically diverted into the pipeline under Right No. 65-07118.

Applicant's water use, including proposed secondary irrigation use (*i.e.*, use after heat value of the geothermal water is exhausted for heating and recreational purposes), will not result in an enlargement because Right No. 65-07118 contains no "non-consumptive" or return flow conditions/requirements, and because as a practical matter, Applicant's rediversion from the pipeline upstream of the Terrace Lakes Resort property automatically means that 0.0223 cfs/10 gpm less will flow downstream to the Resort for its use. Thus, while prior to deeding 0.0223 cfs of water to Applicant Terrace Lakes Resort was entitled to delivery and use of 0.29 cfs under Right No. 65-07118, it will now receive no more than 0.267 cfs from the pipeline for its ultimate use due to Applicant's upstream pipeline rediversion entitlement (*i.e.*, there is no net change in quantity or volume of water being diverted into the pipeline at the spring-based POD).

Ultimately, Applicant's proposed use of water may prove less consumptive than that of Terrace Lakes Resort's historical uses because Applicant proposes to return "spent" geothermal water back to Warm Springs Creek when not needed or wanted for irrigation purposes. Again, Terrace Lakes Resort's use of Right No. 65-07118 contains no such return flow requirement.

MEMORANDUM

TO: Transfer No. 84392
FROM: Patrick Kelly
DATE: February 19, 2021
RE: Evaluation of Application

Historically, Terrace Lakes Rec Ranch (Resort) has used a geothermal spring which utilizes a spring box that is piped to the resort. At some point Robert Minch became owner of land which the pipeline crosses. In 2019, Robert Minch and the Resort came into a written agreement that in exchange for an easement across Mr. Minch's land, the Resort would convey a portion of their water right (65-7118) to Mr. Minch at a rate of 10 gpm. The agreement acknowledges that Mr. Minch can install a tap into the pipeline on his land.

Later that year, an ownership change was filed with the department to split water right 65-7118. The OC split was recently processed, creating child right 65-24018 authorizing 0.02 cfs for heating and recreation uses owned by Mr. Minch.

Transfer 84392 now proposes to change the place of use of 65-7118 (processed in the transfer as child right 65-24018) to reflect the use on his property, as well as a nature of use change to recognize the use of his portion to be used on his property. For reasons described in this memo, only the Heating and Recreation use was processed in the ownership change and the Nature of Use changes proposed in the application were not approved.

The site is located just off of Warm Springs Rd approximately 2.5 miles north of Crouch, ID.

Contact person for the applicant is Andrew Waldera of Sawtooth Law Offices, 208-629-7447.

Deviations from Transfer Policy Standards

Pursuant to Section 42-222, Idaho Code, the Department has discretion to provide public notice as deemed appropriate. The water right changes proposed through this transfer application do not appear to change the effect on the original or hydraulically connected water source or affect other water rights. Therefore, staff review of the transfer application found no cause to require public notice. This application will continue processing without advertisement and be forwarded for approval consideration.

Summary of Information Submitted

Authority to File:

The application was filed in the name of Robert P Minch. Mr. Minch signed the application and is the current owner to water right 65-24018.

Water Right Validity:

Water right 65-24018 is presumed to be valid. The Department has no information to suggest that heating and recreation has not occurred at the Resort within the past 5 years.

Injury to Other Water Rights:

Injury is not apparent. The new place of use is tapping water from an existing system that has historically diverted water to a single user. The Resort has granted Mr. Minch access to the system, and Mr. Minch is returning the water back into natural system closer to where it is diverted from.

Enlargement of Use:

The heating and recreation use that occurred at the resort utilized the heat value from the water and discharges back into Warm Springs Creek. Diversion from Mr. Minch's tap will maintain similar uses from the same, existing system. Water that is used for such purposes will be released back into the same creek that has historically occurred.

Because the use is non-consumptive, the additional beneficial use on Mr. Minch's property without reducing the beneficial use at the Resort is not considered enlargement. The Resort's water right 65-7118 was reduced by 0.02 cfs through the ownership change process.

Water Right Overlap

65-7118 is the only water right Terrace Lakes Rec Ranch owns from the spring. No other rights should be considered.

Local Public Interest:

This application proposes a change consistent with the local public interest.

Beneficial Use/Conservation of Water Resources:

Changes to the system that has historically occurred are not proposed. The application proposes beneficial use consistent with conservation of water resources in Idaho.

The application is consistent with criteria of I. C. § 42-222 and should be processed.

Discussion

A Nature of Use change is proposed to add irrigation use on Minch's land. The NOU change is not being approved since Irrigation uses have a consumptive component that is well understood. To evaluate the nature of use change for the irrigation proposal, the Department would require evidence of existing authorized uses with a sufficient consumptive use that are proposed to be changed to irrigation and moved onto the property.

Domestic use was applied for with the transfer but Domestic use was not split through the ownership change process. This is because Domestic uses may have some level of consumptive use, and the determination is case-specific. The Department would require additional information to demonstrate an equivalent reduction in domestic use by the Resort to approve the change in place of use for a domestic portion of 65-7118.

Based on discussions with the applicant, the potential is low that the Resort will have or be willing to provide information sufficient to address either the domestic or irrigation proposals.

Miller, Nick

From: Robert Minch <robert.minch@gmail.com>
Sent: Tuesday, February 16, 2021 11:08 PM
To: Miller, Nick
Cc: Andy Waldera <andy@sawtoothlaw.com>
Subject: Re: Robert Minch Application for Transfer

Mr. Miller, thank you for your letter of 2/8/2021.

In response, I agree to the alternative path forward for only heating and recreation use, and request that the Department process the transfer of 84392 to include only those purposes.

Regards, Robert.

On Mon, Feb 8, 2021 at 4:57 PM Miller, Nick <Nick.Miller@idwr.idaho.gov> wrote:

Mr. Minch,

As we discussed on the phone today, here is a letter you can respond to that attempts to streamline the application. Because we would be approving less than you applied for, we can move forward without physically amending the application – but I will need something from you acknowledging that you agree with the proposed change in the application for the file. An email will suffice.

Nick.

Miller, Nick

From: Miller, Nick
Sent: Monday, February 08, 2021 4:58 PM
To: 'robert.minch@gmail.com'
Cc: Andy Waldera <andy@sawtoothlaw.com>
Subject: Robert Minch Application for Transfer
Attachments: 20210208_Minch84392.pdf

Mr. Minch,

As we discussed on the phone today, here is a letter you can respond to that attempts to streamline the application. Because we would be approving less than you applied for, we can move forward without physically amending the application – but I will need something from you acknowledging that you agree with the proposed change in the application for the file. An email will suffice.

Nick.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W Airport Way • Boise ID 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348

Website: idwr.idaho.gov • Email: westerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

February 8, 2021

ROBERT P MINCH
701 W BANKSIDE DR
EAGLE ID 83616

VIA EMAIL to Robert.minch@gmail.com

RE: Additional Information Request for Transfer 84392

Dear Mr. Minch:

Your application for transfer was received by the Idaho Department of Water Resources ("Department") on August 19, 2020. The application has been assigned the number 84392. As we have discussed on the phone on several occasions, processing has been held up over uncertainty regarding the portion of water right 65-7118 that you acquired and whether your proposed changes would result in enlargement in use of the water right. The purpose of this letter is to review an option we discussed on the phone today to clarify or amend your transfer proposal such that the Department can continue processing the application and avoid, to the extent possible, the need to provide historical use information from Terrace Lakes Recreational Ranch, Inc. ("Resort").

On the phone today, we discussed that the application, as written, proposes to change the place of use for a portion 65-7118 for domestic, heating, and recreation from the current place of use to your property. Further, the application proposes to add irrigation as a beneficial use. The Department interprets the proposal for irrigation as a proposal to change the nature of use.

As we discussed on the phone, the Department considers heating and recreation uses as largely non-consumptive. Domestic uses may have some level of consumptive use, and the determination is case-specific. Irrigation uses have a consumptive component that is well understood. The Department is willing to accept that the proposal to change the place of use for a portion of the heating and recreation uses will not result in an enlargement based on what has already been submitted. The Department will require additional information to demonstrate an equivalent reduction in domestic use by the Resort to approve the change in place of use for a domestic portion of 65-7118. Similarly, to evaluate the nature of use change for the irrigation proposal, the Department will require evidence of existing authorized uses with a sufficient consumptive use that are proposed to be changed to irrigation and moved onto your property. Based on our discussions, the potential is low that the Resort will have or be willing to provide information sufficient to address either the domestic or irrigation proposals.

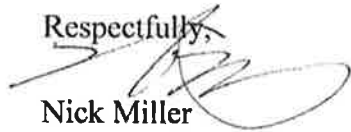
As an alternative, we discussed modifying the application for transfer such that the proposal

clearly states that the portion of 65-7118 you acquired is a 10 gallon per minute flow of water for heating and recreation purposes and that you propose to change the place of use for that portion of 65-7118 to your property. You may apply for a new water right to accomplish the irrigation beneficial use.

If you agree with this path forward, please let me know that you agree that any approval of application for transfer 84392 will not include an irrigation or domestic component and that you only propose to split and move a 10 gpm portion of 65-7118 for non-consumptive heating and cooling purposes.

If you agree, we will process the ownership change and submit the application for transfer to advertising accordingly. If you do not agree, please let me know that as well and we will discuss next steps.

Respectfully,

A handwritten signature in black ink, appearing to read 'Nick Miller', is written over the word 'Respectfully,'.

Nick Miller
Manager, IDWR Western Region

cc: Andrew J Waldera, Representative via email