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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.

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

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: Robert P. Minch Title, if applicable September 26, 2019
Signature of new owner/claimant Date

For IDWR Office Use Only:

Received by KT Date 9/25/19 Receipt No. W047771 Receipt Amt. 100

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

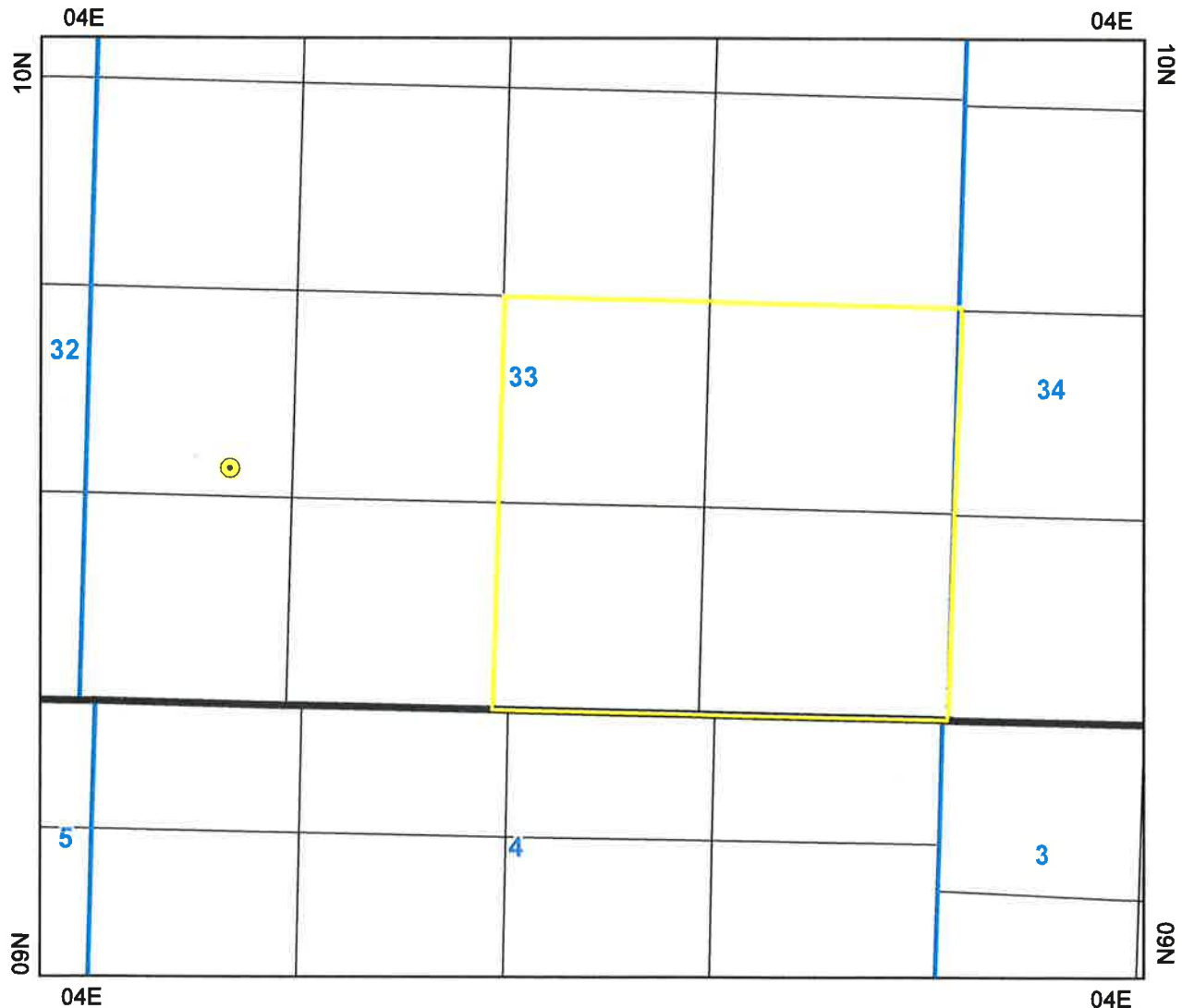
Name on W-9 _____ Approved by _____ Processed by _____ Date _____

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



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 Boise)

On this 7th day of September, 2019, 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 Garden 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**

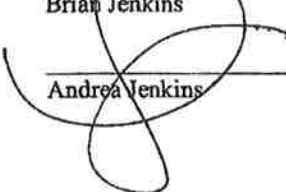
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: 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

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



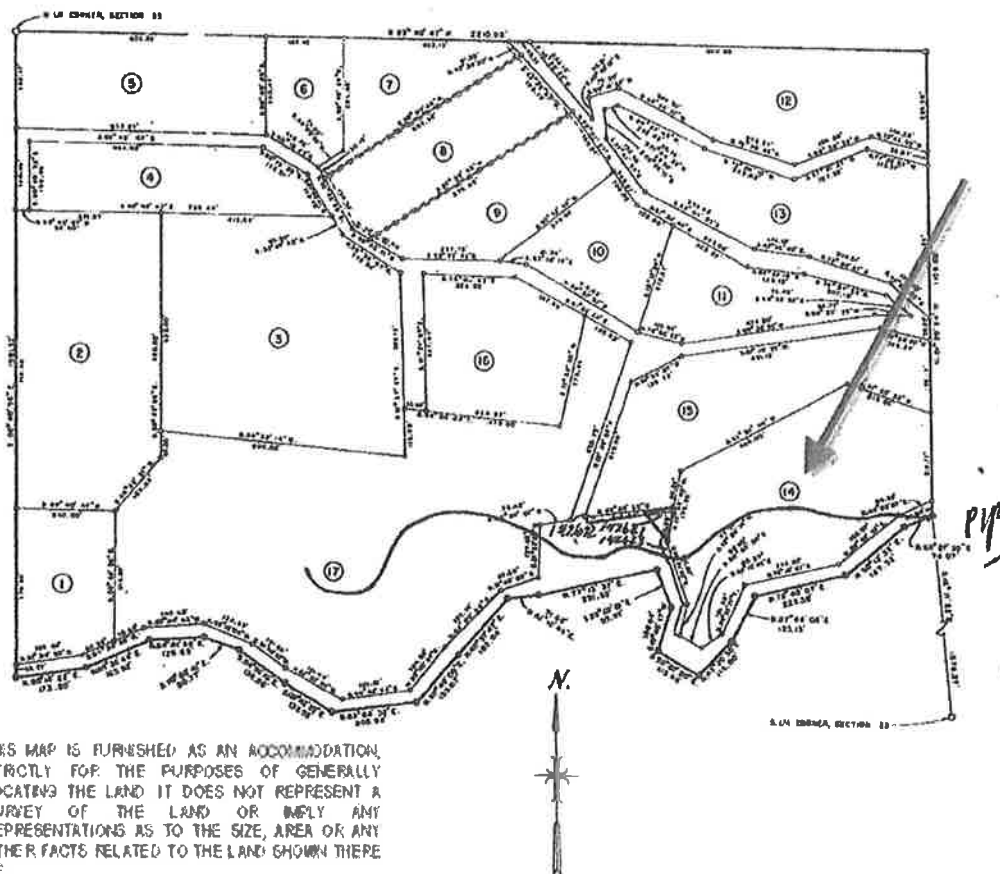


EXHIBIT B

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

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Case No. 39576

Water Right 65-07118

NAME AND ADDRESS:	TERRACE LAKES RECREATION RANCH HC 74 BOX 4201 GARDEN VALLEY, ID 83622																		
SOURCE:	SPRING	TRIBUTARY: WARM SPRINGS CREEK																	
QUANTITY:	0.29 CFS																		
PRIORITY DATE:	01/27/1970																		
POINT OF DIVERSION:	T10N R04E 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></td><td></td><td>7.80 AFY</td></tr><tr><td>Recreation</td><td>01-01 TO 12-31</td><td>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			7.80 AFY	Recreation	01-01 TO 12-31	0.29 CFS	
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																	
		7.80 AFY																	
Recreation	01-01 TO 12-31	0.29 CFS																	
PLACE OF USE:	<table><tbody><tr><td>Heating</td><td>T10N R04E S33</td><td>NWSE</td><td>Within Boise County</td></tr><tr><td></td><td></td><td>SWSE</td><td>SESE</td></tr><tr><td>Domestic</td><td>Same as Heating</td><td></td><td>Within Boise County</td></tr><tr><td>Recreation</td><td>Same as Heating</td><td></td><td>Within Boise County</td></tr></tbody></table>			Heating	T10N R04E S33	NWSE	Within Boise County			SWSE	SESE	Domestic	Same as Heating		Within Boise County	Recreation	Same as Heating		Within Boise County
Heating	T10N R04E S33	NWSE	Within Boise County																
		SWSE	SESE																
Domestic	Same as Heating		Within Boise County																
Recreation	Same as Heating		Within Boise County																

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, 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 42-222 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(6).

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

PAGE 1
Mar-07-2003

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

EXHIBIT C

Easement Description

75041

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOISE

COURAGE LAKES RECREATIONAL TRACT, INC.,
Plaintiff,
vs.
EMERY PARKS and JEAN PARKS,
Defendants.

Boise County No. 765

FIRST JUDGMENT

District Court Boise County, Idaho
Recorded in Book 6, Page 523
Filed Feb. 10, 1970
Katherine H. Kroger
Clerk

This cause came on for trial before the Court without a jury on September 17th, 1969 and 18th, 1969 at the Courthouse of Boise County, Idaho in Idaho City, Idaho, with Frank T. Egan of the law firm of Egan and Smith of Boise, Idaho, appearing as attorney for the plaintiff, and Louis Goffredo of Emmett, Idaho, appearing as attorney for the defendants, and the Court having heard the testimony and having examined the proofs 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 judgment be entered in accordance therewith; now, therefore, by reason of the findings and law so aforesaid

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

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 giving of any orders that may be appropriate under the facts and circumstances as such may appear from time to time.

2. That the defendants herein are temporarily enjoined and restrained from the removal of the pipeline of the plaintiff located on the premises of defendants from said premises and defendants are further temporarily restrained from interfering with the operation by plaintiffs of said pipeline all of which shall continue until further order of the Court, provided however that this temporary injunction shall stand without prejudice to defendants' right to make a motion seeking to the Court of a reasonable compensation which should be paid by plaintiffs to defendants for the occupation of said pipeline by the pipeline of plaintiffs pending final decision in this matter.

3. That plaintiffs has not perfected a water right to appropriate the water arising from the hot springs located on the lands of defendants for the thermal values of said waters, but that said hot spring waters arising on the lands of defendants are public waters and it is the jurisdiction of plaintiffs for any uses involving the thermal values thereof, subject always to the higher priorities of water rights established. That certain decrees of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise dated and filed June 13, 1965 in the cause of said plaintiffs be followed:

John Melrose, Dale B. Charbono, Margaret Luning,
John Gardner, Austin Gardner, John Gille, Vernon
Gillon and Fred H. Cord,
Plaintiffs,

vs.

J. L. Hayes, Fred H. Cord, Melvin Johnson and
H. H. Goldstrom,
Defendants.

4. Subject further to any prior appropriation for the thermal values of said waters by any other person or party including any prior appropriation for the thermal values of said waters having been perfected, defendants having the burden of proof to show that they have not.

5. That the plaintiffs may obtain any water right to appropriate waters from the hot spring waters upon the lands of defendants for the thermal values thereof which shall be entitled to any water right to the said lands of defendants located within the County of Boise, State of Idaho, which said water right shall be 15 feet in width, the center of which is more particularly described as follows:

Beginning at the south quarter corner of section
13, Township 15 North, Range 4 East, T15N, R4E, S13E
thence

Along the quarter line North 9° 00' East 1,177.2
feet to a point which is the real point of beginning;
thence

North 65° 00' East 66.5 feet to a point; thence

North 35° 20' East 234.5 feet to a point; thence

South 75° 00' East 105.3 feet to a point; thence

North 54° 10' East 146.2 feet to a point; thence

South 61° 40' East 136.5 feet to a point; thence

North 78° 00' East 57.0 feet to a point; thence

South 73° 30' East 89.4 feet to a point; thence

North 50° 50' East 128.3 feet to a point; thence

North 53° 50' West 122.5 feet to a point; thence
South 65° 50' West 72.5 feet to a point; thence
South 23° 50' West 132.6 feet to a point; thence
South 11° 30' West 53.2 feet to a point; thence
South 79° 00' West 54.0 feet to a point, which is
the point of diversion; thence
North 51° 23' West 51.5 feet to a point which is
the center of a hot spring.

That the damages assessed for the land of defendants to be occupied by said easement shall be in the amount
of \$321.30 and that the damages to the property of defendants remaining, are assessed at nothing as of the
date of the current herein:

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

6. That all motions to dismiss by defendant shall be, and are hereby, denied.

7. That plaintiff and defendants shall each bear their own costs herein.

DATED this 9th day of February, 1970

W. E. Smith
District Judge.

CERTIFICATE OF MAILING

DEPT. OF LANDS)
Boise, Idaho) ss

I, Margaret L. Day, the undersigned authority do hereby certify that I have mailed, by
first class mail, no copy of this pre-trial order to each of the attorneys of record in this cause
in envelopes addressed as follows:

Mr. Fred H. Lee
Attorney at Law
First Sec. Bldg.
Boise, Idaho

Mr. Louis Corrono
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 *[Signature]*
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

ACKNOWLEDGMENT

STATE OF IDAHO)
County of Bear) 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 A
WATER RIGHT DESCRIPTION

2743 MAR 63 PM 12:05
DISTRICT COURT - 88BA
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
PARTIAL DECREE PURSUANT TO
I.B.C.P. 54 (H)
WATER RIGHT 66-07118

IN RE 88BA: 1
Case No. 29574: 1

NAME AND ADDRESS: TERRACE LAKE RECREATION BASIN
HC 76 BOX 4201
GARDEN VALLEY, ID 83422

SOURCE: SPRING TRIBUTARY: MARK SPRINGS CREEK

QUANTITY: 0.28 CFS

PRIORITY DATE: 01/27/1979

POINT OF DIVERSION: T10W R04E S13 N48W Within Boise County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Heating	01-01 TO 12-31	0.28 CFS
Domestic	01-01 TO 12-31	0.13 CFS
Recreation	01-01 TO 12-31	9.40 APT 0.28 CFS

PLACE OF USE:

PLACE OF USE	HEATING	DOMESTIC	RECREATION
Heating	T10W R04E S13 N48W	Within Boise County	
Domestic	Same as Heating	Within Boise County	
Recreation	Same as Heating	Within Boise County	Within Boise County

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

BASIN 61 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 61 GENERAL PROVISIONS NO 3. IF THE HOLDING OF THIS RIGHT BEGINS TO CHANGE THE RIGHT PURSUANT TO BASIN 61 SEC 42-225 OR SUCCESSION STATUTE, ANYTHING 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 JUDICIAL DECREE. I.C. SECTION 42-14(2)(6).

88BA PARTIAL DECREE PURSUANT TO I.B.C.P. 54 (H)
Water Right: 66-07118 File Number: 00477

PAGE 1
MAR-63-2063

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

EXHIBIT A
WATER RIGHT DESCRIPTION

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 Butrick

Roger Butrick
Presiding Judge of the
Snake River Basin Adjudication

SRBA PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 85-09138 File Number: 00479

PAGE 2
Doc. 87-9003

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



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



SCALE: 1"=80'

LEGEND

Property Boundary
Section Line
Record Easement
New Easement
Easement Center Line

Found 947 Refurb, No Cap, Bel Cap "FLS PL86B75"
Found 127 Refurb, No Cap, Set Cap "FLS PL8 B575"
Set 548 Refurb, Plastic Cap "PLS PL8 B575"
Set 547 Refurb, Plastic Cap "FLS PL8 B575"

Record Distance from "Warm Springs Catering No. 1"

**Court Declined Extension
Of Limited License Agreement**

RECORD DATA

11 "Warm Springs Estate No. 1" Instrument No. 80737
12
13 "Armstrong Warm Springs Estates No. 1" Instrument No. 80581; 01-13-1977
14
15 Warranty Deed Instrument No. 242220; 01-10-2014

[illegible]

NOTES

- The recording of the Record of Survey does not establish the existence of the easement or determine its location. The purpose of the record is to provide a basis for conveyance based solely on this map. A written conveyance must accompany such changes in ownership. This Record of Survey does not serve as a legal description for the property shown on this map.
- Fox Land Surveys, Inc., assumes no liability for current or future compliance with applicable planning and zoning ordinances after the date of certification. Certification and density use zoning herein mean to state or declare a professional opinion of conditions regarding those facts or findings, which are stated or declared, and does not constitute a warranty or guarantee, either express or implied.

BASIS OF BEARING

The basis of bearings for this survey was established by GPS observations, projected to the Idaho State Plane coordinate system, NAD 83 datum, West zone. All bearings shown are on grid azimuth and all distances shown are at ground. Refer to the drawing for the specific line and monuments used.

CERTIFICATE OF SURVEYOR

1. Ronald M. Moskop, an attorney, testified that he is a professional land surveyor, licensed by the state of Idaho, and this map has been prepared from an actual survey made on the ground under his direct supervision, and is an accurate representation of said survey. It is in conformity with the Corner Punctuation and Filing Act, State of Idaho code 55-1001 through 55-1012 and to the Idaho code relating to surveys.



1041-33-3-20-0000
GEO THERMAL LINE OVERVIEW - RECORD OF SURVEY

FOR
ROBERT MINCH

LOT 14, BLOCK 1, WARM SPRINGS ESTATES No. 1,
WITHIN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33
TOWNSHIP 10 NORTH, RANGE 4 EAST, BOISE MERIDIAN,
BOISE COUNTY, IDAHO

FOX LAND SURVEYS, INC.

1515 SOUTH SHOSHONE STREET BOISE ID 83725
208-342-7867 - www.foxland surveys.com

CAD DWG FILE	19055.MS	DR TRC	CK RUMH	PLOT SCALE	1:1
DATE	11/28/87	DATE	11/28/87	DATE	11/28/87

SCALE 1"= 8'	DATE: APR 15 2010	DESIGNED BY: 4	REV: 0
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