

DEC 21 2013

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Transfer No. 82913

MINIMUM 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) MDLN LLC

Check 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: Title search of property ownership

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) MDLN LLC Phone 801-598-1152
Mailing address PO Box 212 Springville UT 84663 Email eesign@yesco.com

- ☐ 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**.
- ☐ 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 Eric Ensign Phone 801-598-1152
Mailing address 2401 Foothills Dr. Salt Lake City, UT 84109 Email eesign@yesco.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.


Signature of Applicant or Authorized Representative

BRENT FELIX
OWNER
Print Name and Title if applicable

Dec. 19, 2018
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

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

☐ Change nature of use ☐ Change period of use ☐ Other _____
- Is this a transfer for changes pursuant to Idaho Code § 42-221.0.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
- 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**.
Construction of a new well (PD). Original PD's are no longer on applicants property and inaccessible.

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 ☐ ☒	63-32919	.51 cfs	irrigation	3/15 to 11/15	groundwater
☐ ☒	63-33383	.76 cfs	irrigation	3/15 to 11/15	~~irrigation~~ <i>groundwater</i>
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 1.27 cfs and/or 180 acre-feet.

2. Total amount of water proposed to be transferred or changed 1.27 cubic feet per second and/or 180 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	1/4	1/4	1/4	Sec	Twp	Rge	County	Source	Local name or tag #
Yes		SE	SW	SW	14	2N	3W	Canyon	Groundwater	POD#1, Lot 10
		~~SW~~	~~SE~~	~~SE~~	~~14~~	~~2N~~	~~3W~~	~~Canyon~~	~~Groundwater~~	
		~~SE~~	~~SE~~	~~SW~~	~~14~~	~~2N~~	~~3W~~	~~Canyon~~	~~Groundwater~~	~~POD#2, Lot 9~~

4. Place of use: (If irrigation, identify with number of acres irrigated per 1/4 1/4 tract.)

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

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Total Acres (for irrigation use)																			

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:

Drilled well, vertical turbine pump, sprinklers irrigation. Measuring device can be installed on the discharge pipe

- b. Who owns the property at the point(s) of diversion? Applicant

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
See attachment 5b

- 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: _____

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.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

N/A

- 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:

N/A

- 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:

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 63-32919

Current Owner: RUBY C VICTOR
ROBERT J MEYERS
KATHI L MEYERS
W NOLAN VICTOR

Priority Date: 3/22/1967

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	1.39 CFS	465.2 AF
	<u>Total Diversion</u>	1.39 CFS	465.2 AF

Location of Point(s) of Diversion

GROUND WATER	NW1/4SW1/4	Sec. 11,	Twp 02N,	Rge 03W B.M.
CANYON County				
GROUND WATER	<u>SE1/4SW1/4</u>	Sec. <u>14</u> ,	Twp 02N,	Rge 03W B.M.
CANYON County				

Place of Use

IRRIGATION Within CANYON County

T02N R03W S14	NESW	35.50	T02N R03W S14	NWSW	28.90
T02N R03W S14	SWSW	39.00			

Total Acres: 103.4

Conditions of Approval:

1. X36 Rights 63-32633, 63-32634, 63-33767, 63-34555, and 63-34577 are also diverted through the point(s) of diversion described above.
2. T19 Pursuant to Section 42-1412(6), Idaho Code, 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 may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
3. S39 The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

Decreed Date: 1/14/2009

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 63-33383

Current Owner: HERBERT R MONTIERTH JR
RUBY C VICTOR
RODNEY KENT MONTIERTH
THE ESTATE OF GOLDA D MONTIERTH
KATHI L MEYERS
ROBERT J MEYERS
EDWARD RAY MONTIERTH
SUSAN MONTIERTH
W NOLAN VICTOR

Priority Date: 4/13/1967

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	1.31 CFS	
	<u>Total Diversion</u>	1.31 CFS	

Location of Point(s) of Diversion

GROUND WATER	NE1/4SE1/4	Sec. 15,	Twp 02N,	Rge 03W B.M.
CANYON County				
GROUND WATER	SW1/4SE1/4	Sec. 15,	Twp 02N,	Rge 03W B.M.
CANYON County				

Place of Use

IRRIGATION Within CANYON County

T02N R03W S14	NWSW	28.90	T02N R03W S14	SWSW	40.00
Total Acres: 68.9					

Conditions of Approval:

1. Right 63-32919 overlaps the place of use for this right.
2. T19 Pursuant to Section 42-1412(6), Idaho Code, 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 may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
3. S39 The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

Decreed Date: 3/19/2009

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

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

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:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

FOR DEPARTMENT USE ONLY

Transfer contains 10 pages and 3 attachments.

Received by CS Date 12/21/2018 Preliminary check by AB Date 3/5/19

Fee paid \$605⁰⁰ Date 12/21/2018 Received by CS Receipt # W047031

Add'l fee paid \$175 Date 6/10/19 Received by VT Receipt # W047481

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

Attachment 1
Item 2a



Order No.: C0510155

WARRANTY DEED

REQUEST
TYPE *Warranty Deed* FEE *6.00*

TITLEONE

CANYON COUNTY RECORDER
By: [Signature]

2005 AUG 10 PM 4 29

RECORDED

200548734

FOR VALUE RECEIVED,

DAVID W. WASHBURN and KELLY L. WASHBURN husband and wife
The Grantor(s), do(es) hereby grant, bargain sell and convey unto

MDLN, LLC AN IDAHO LIMITED LIABILITY COMPANY

whose current address is PO BOX 212 SPRINGVILLE, UT 84663

the Grantee(s), the following described premises, in Canyon County, Idaho, TO WIT:

Lot 10 in Block 2 of CHAPARRAL RANCH SUBDIVISION, according to the official plat thereof, filed in Book 30 of Plats at Page(s) 46, and as Amended by an Affidavit recorded September 29, 2003 as Instrument No. 200360267, official records of Canyon County, Idaho. Provided, however that the utility easement on the north boundary shall be fifteen (15) feet and shall include water and fire suppression.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) 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 those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: 08/02/05

[Signature]
DAVID W. WASHBURN

[Signature]
KELLY L. WASHBURN

STATE OF ARIZONA
COUNTY OF MARICOPA

ON THIS 4 OF AUGUST, 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC PERSONALLY APPEARED ~~DAVID W. WASHBURN~~; AND KELLY L. WASHBURN, KNOWN TO ME OR PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

[Signature]

NOTARY PUBLIC
RESIDING AT: *Mesa, AZ*
MY COMMISSION EXPIRES: *12-7-07*

(SEAL)



Notary Public State of Arizona
Maricopa County
Nancy Salafia
Expires December 07 2007

Attachment 1
Item 2a



Order No.: C0510155

REQUEST
TYPE And FEE 6"
TIMEONE

2005 AUG 10 PM 4 29
G NOEL HALES
CANYON COUNTY RECORDER
BY John

RECORDED

200548734

WARRANTY DEED

FOR VALUE RECEIVED,

DAVID W. WASHBURN and KELLY L. WASHBURN husband and wife
The Grantor(s), do(es) hereby grant, bargain sell and convey unto

MDLN, LLC AN IDAHO LIMITED LIABILITY COMPANY

whose current address is PO BOX 212 SPRINGVILLE, UT 84663

the Grantee(s), the following described premises, in Canyon County, Idaho, TO WIT:

Lot 10 in Block 2 of CHAPARRAL RANCH SUBDIVISION, according to the official plat thereof, filed in Book 30 of Plats at Page(s) 46, and as Amended by an Affidavit recorded September 29, 2003 as Instrument No. 200360267, official records of Canyon County, Idaho. Provided, however that the utility easement on the north boundary shall be fifteen (15) feet and shall include water and fire suppression.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) 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 those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: 08/02/05

David W. Washburn
DAVID W. WASHBURN

Kelly L. Washburn
KELLY L. WASHBURN

STATE OF ARIZONA
COUNTY OF MARICOPA

ON THIS 4 OF AUGUST, 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC PERSONALLY APPEARED DAVID W. WASHBURN, AND KELLY L. WASHBURN, KNOWN TO ME OR PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

Nancy Salafia
NOTARY PUBLIC
RESIDING AT: Mesa, Az
MY COMMISSION EXPIRES: 12-7-07

(SEAL)



Notary Public State of Arizona
Maricopa County
Nancy Salafia
Expires December 07 2007

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
OF
CHAPARRAL RANCH SUBDIVISION**

This SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS OF CHAPARRAL RANCH SUBDIVISION ("Amendment") amends the Declaration of Restrictive Covenants of Chaparral Ranch Subdivision, recorded as Instrument 200229377 in the Records of Canyon County, Idaho, as amended by Instrument 105165058 on November 1, 2015 ("Declaration").

The purpose of this Amendment is to separate and clarify ownership of two wells and their associated pumps, water rights, and other appurtenances, and to remove Lot 10 from the Chaparral Ranch Subdivision Homeowners Association, Inc. ("Association"), while leaving Lot 10 subject to certain restrictive covenants memorialized by a restrictive deed and covenant recorded separately (in the form of Exhibit "A").

This Amendment was passed for good and valuable consideration and to resolve certain disputes between the owners of Lot 10, Block 2 and the Association. Unless defined separately in this Amendment, terms have the same meaning as in the Declaration, and lot descriptions refer to the same lots defined in the Declaration and the Plat of the Subdivision recorded as Instrument 200212585 in the Records of Canyon County ("Plat").

AMENDMENT

Notwithstanding anything to the contrary in the Declaration or the Plat:

1. Lot 10, Block 2 as defined in the Declaration and on the Plat, and its future owners and successor in title ("Lot 10") is no longer part of the Association. As a result:
 - a. Lot 10 no longer has any votes in the Association appurtenant to it.
 - b. The exceptions for Lot 10 currently found in the Declaration, including but not limited to Article II, Sections F, I, and O, are stricken.
 - c. Lot 10 is no longer subject to any provisions of the Declaration, unless included specifically in this Amendment.
 - d. Easements and well rights must be adjusted as described in this Amendment.
2. The water rights and pump assignments described in the Declaration are changed as follows:
 - a. The well located on the northwest corner of Lot 8 Block 2, with its pump, water rights, and appurtenances ("HOA's Well") shall provide water for the Association and its members, including both fire hydrants.
 - b. The HOA's Well shall not provide water to Lot 10.
 - c. The Association shall be responsible to maintain and replace the HOA's Well to the extent that the Declaration requires the Association to maintain any well. The Association is responsible to maintain and replace no other well.

SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS OF CHAPARRAL RANCH
SUBDIVISION

- d. Except as outlined in this Amendment, Lot 10's owners are hereby released from any past or future obligations or liabilities, known or unknown that it may have regarding the HOA's Well.
 - e. The well located on the southwest corner of Lot 9 Block 2, with its pump, water rights, and appurtenances ("10's Well") shall provide water for Lot 10.
 - f. 10's Well shall not provide water to the Association and its members.
 - g. Lot 10 shall be responsible to maintain and replace 10's Well only. Lot 10 is responsible to maintain and replace no other well.
 - h. Except as outlined in this Amendment, the Association is hereby released from any past or future obligations or liabilities, known or unknown that it may have regarding 10's Well.
3. Easements across Lot 10 and across the Association in favor of Lot 10 are vacated or remain as follows:
- a. The existing 20 foot easement along the eastern edge of Lot 10 remains in place for the benefit of the Association and its members.
 - b. The existing 20 foot easement surrounding 10's Well for the benefit of Lot 10 remains in place for the benefit of Lot 10.
 - c. No structure, planting or other material shall be placed or permitted to remain within these easements described in Sections 3 (a) and (b) which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of water through drainage channels in the easements. The easement area and all improvements in it shall be maintained continuously by the lot's owner, except for those improvements for which a public authority or utility company is responsible.
 - d. Except as defined in this Amendment, any easements across other lots in the Association benefitting Lot 10 are hereby vacated to the extent that they purport to or are construed to convey a benefit to Lot 10.
 - e. Except as defined in this Amendment, any easements across Lot 10 benefitting the Association and its members are hereby vacated to the extent that they purport to or are construed to convey a benefit to the Association and its members. However, building on Lot 10 is still subject to the same setback requirements along the north and east edges of Lot 10.

This Amendment is authorized by Article X, Section B of the Declaration and the signature and acknowledgement of the President and Secretary of the Association certifying receipt of the proxy or affirmative vote of not less than seventy-five (75%) of the Lots subject to this Declaration as of the date indicated.

So Certified by the Chapparral Ranch Subdivision Homeowners Association, Inc.:

Date:

Shane Sapp

Shane Sapp
Chair

Christine Valesko

Christine Valesko
Secretary

SUBSCRIBED AND SWORN to before me by Shane Sapp, who is known to me or presented proof of his identity, and who affirmed or provided documentary evidence that he is the elected Chair of Chapparral Ranch Subdivision Homeowners Association, Inc.

Jennifer A Rankin

Name: Jennifer A Rankin
Notary Public for Idaho

My Commission Expires: 5-7-19

Date: October 21, 2016

JENNIFER A. RANKIN
NOTARY PUBLIC
STATE OF IDAHO

SUBSCRIBED AND SWORN to before me by Christine Valesko, who is known to me or presented proof of her identity, and who affirmed or provided documentary evidence that she is the elected Secretary of Chapparral Ranch Subdivision Homeowners Association, Inc.

Aubrey Farnier

Name: Aubrey Farnier
Notary Public for Idaho

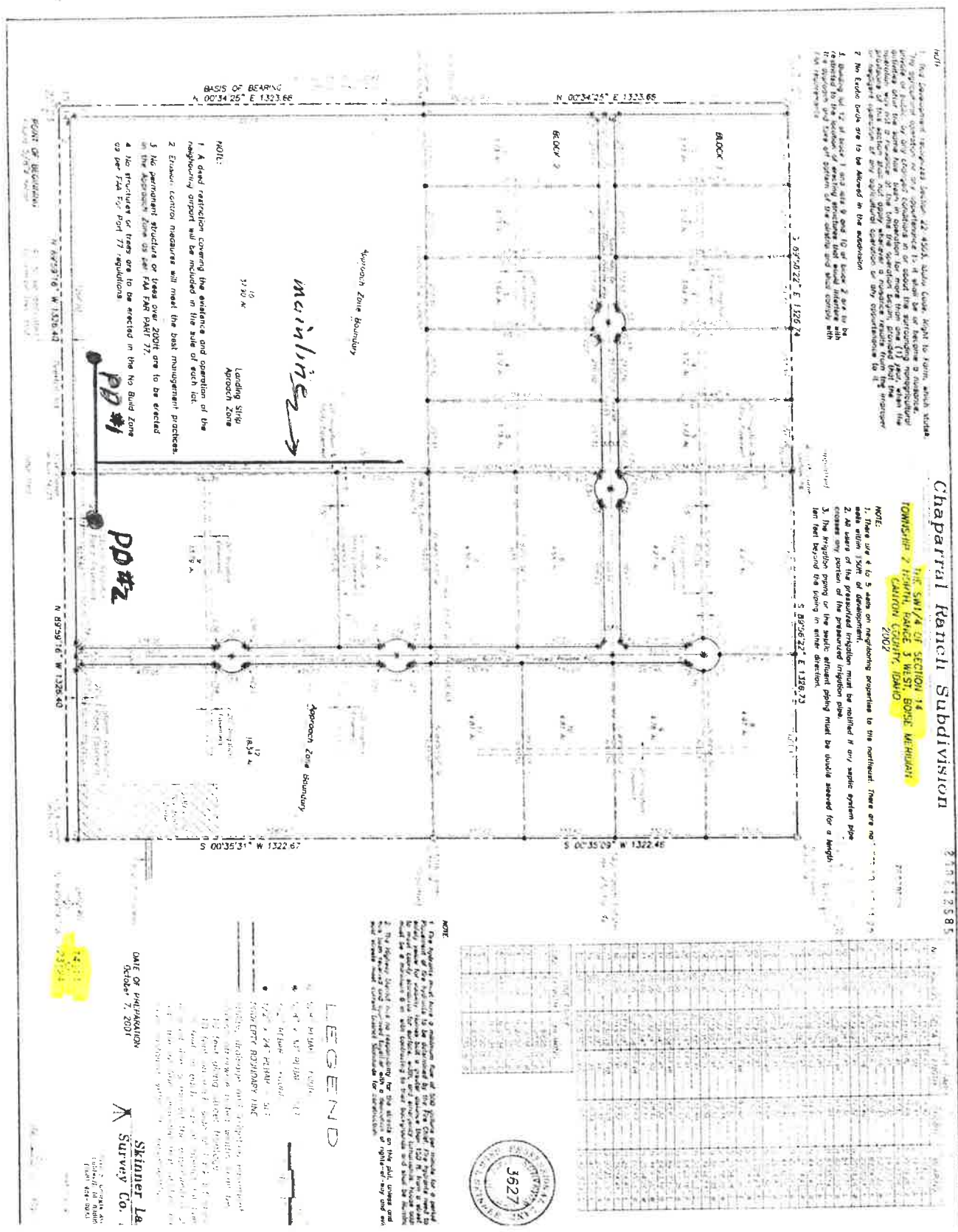
My Commission Expires: 11-8-16

Date: 10-19-16

AUBREY FARNER
Notary Public
State of Idaho

SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS OF CHAPARRAL RANCH
SUBDIVISION

Attachment 3
Item 7a



NOTE:
1. The development is subject to the provisions of the applicable zoning ordinance, which shall be in effect at the time of the final plat.
2. The final plat shall be subject to the provisions of the applicable zoning ordinance, which shall be in effect at the time of the final plat.
3. The final plat shall be subject to the provisions of the applicable zoning ordinance, which shall be in effect at the time of the final plat.

Chaparral Ranch Subdivision
THE SW 1/4 OF SECTION 14
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN
CARTON CORNER, IDAHO
2002

3627

NOTE:
1. These lots are to be used for residential purposes to the northward. There are no other uses permitted.
2. No water portion of the proposed irrigation pipe.
3. The irrigation piping or the water right piping must be double checked for a length ten feet beyond the piping in either direction.

NOTE:
1. The applicant must have a minimum flow of 200 cfs from the source of water used to irrigate the land. The water must be of sufficient quality to be used for irrigation. The water must be of sufficient quantity to be used for irrigation. The water must be of sufficient quality to be used for irrigation. The water must be of sufficient quantity to be used for irrigation.

LEGEND

DATE OF PAVIMENTATION
October 7, 2001
Survey Co.
Skinner & Co.
Survey Co.

Attachment 4
Item 7a



82918

This map and data displayed is a graphic representation derived from the Canyon County Geographic Information System (GIS) data. It was designed and intended for staff use only. It is not guaranteed survey accuracy. This map is based on information available and was compiled from numerous sources which may not be accurate. Users are to field verify this information. Canyon County and Single Point Solutions, Inc. are not liable for errors or omissions resulting from the use of this product for any purpose.



Pioneer Title Co.
GOING DEED

Attachment 5
Item 10

WARRANTY DEED - Short Form.

775299

THIS INDENTURE, Made this 10 day of January

in the year of our Lord one thousand nine hundred and sixty-seven

between

REX S. JENSEN and ROXY C. JENSEN, husband and wife,

of Melba, County of Canyon, State of Idaho

the parties of the first part, and

BRYCE D. MILLAR and DONNA R. MILLAR, husband and wife,

of Nampa, County of Canyon, State of Idaho

the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of

TEN AND NO/100 - - - - - DOLLARS,

lawful money of the United States of America, and other valuable consideration

to them in hand paid by the said

parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained

and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties

of the second part, and to their heirs and assigns forever, all of the following described real estate,

situated in the County of Canyon, State of Idaho, to-wit:

In Township 2 North, Range 3 West, Boise Meridian:

In Section 15, E1/2SE1/4

In Section 15, NW1/4SE1/4, NE1/4SW1/4

In Section 14, S1/3

Containing approximately 480 acres.

Together with all water, water rights, ditches and

rights of way for ditches thereunto belonging or

in any way appertaining.

82913

775299

FILED

MAY 27 4 08 PM '76

WALTER FRY

CARROLL COUNTY RECORDER

RECORDED

AT THE REQUEST OF

Donna R. Jensen, Rex S. Jensen

to

Miller, Bryce

Donna R. Jensen

82913

the tenements, hereditaments and appurtenances thereunto

in fee simple and reversion, remainder and remainders, rents,

profits and interest in and to the said property, as well

...and wife,
Canyon, State of Idaho

MILLAR and DONNA R. MILLAR, husband and wife,
Canyon, State of Idaho

of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
TEN AND NO/100 - - - - - DOLLARS,
in money of the United States of America, and other valuable consideration
parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained
and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties
of the second part, and to their heirs and assigns forever, all of the following described real estate,
situated in the County of Canyon, State of Idaho, to-wit:

In Township 2 North, Range 3 West, Boise Meridian;

In Section 15, E1/2SE1/4
In Section 15, NW1/4SE1/4, NE1/4SW1/4
In Section 14, S1/2

Containing approximately 480 acres;

Together with all water, water rights, ditches and
rights of way for ditches hereunto belonging or
in any way appertaining.

775299

FILED

MAY 27 4 08 PM '76

WALTER FRY
COUNTY RECORDER

W. Fry

RECORDED
AT THE REQUEST OF

RECORDED MAY 27 1976

Deed
3.66

Spencer, Ray L.
to

Miller, Range 3
of

Deed

Acad. Land Bank

P.O. Box 789

See deed

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto
belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents,
issues and profits thereof; and all estate, right, title and interest in and to the said property, as well
in law as in equity, of the said parties of the first part.
TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together
with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever,
and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable
possession of the said parties of the second part their heirs and assigns, against the said parties
of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully
claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Ray S. Jensen [Seal]
Roxy C. Jensen [Seal]
[Seal]
[Seal]

STATE OF IDAHO.

COUNTY OF Canyon

On this 10th day of January in the year 1967, before me the undersigned, a Notary Public

in and for said State, personally appeared REX S. JENSEN and ROXY C. JENSEN, husband and wife,

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



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

Wayne P. Fuller
Notary Public for the State of Idaho,
Residing at Caldwell, Idaho.

STATE OF IDAHO

that this instrument was filed
of
minutes past
M. this day
and duly recorded in Book
at page
Ex-Officio Recorder.
Deputy.
eral Land Bank
of
vell, Idaho 83605

at the first part have hereunto set their hands

Ren S Jensen [Seal]
Roxy C Jensen [Seal]
[Seal]
[Seal]

STATE OF IDAHO.

County of Canyon

On this 10th day of January

in the year 1967, before me

the undersigned

, a Notary Public

in and for said State, personally appeared REX S. JENSEN and ROXY C. JENSEN,
husband and wife,

known to me to be the persons whose names are
acknowledged to me that they executed the same.

subscribed to the within instrument, and



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

Wayne P Fuller
Notary Public for the State of Idaho,
Residing at Caldwell, Idaho.

WARRANTY DEED

TO

Dated 10th day of January, 1967

STATE OF IDAHO.

COUNTY OF

I hereby certify that this instrument was filed
for record at request of

at _____ minutes past _____ day
of _____ M., this _____ day
in my office, and duly recorded in Book _____
of _____ at page _____

By _____ Ex-Officio Recorder,
Deputy.
Fees, \$ _____

Mailed to _____
Federal Land Bank
Caldwell, Idaho 83605

8816574

NONMERGER WARRANTY DEED IN LIEU OF FORECLOSURE

FCB Loan No. 186145-3

Bryce D. Millar and Donna R. Millar

Until a change is requested,
all tax statements shall be
sent to the following address:

Farm Credit Services
3380 Elder Street
P. O. Box 15367
Boise, Idaho 83715-4797

THIS DEED, made this 8th day of August, 1988, between
BRYCE D. MILLAR, same person as Bryce Millar, and DONNA R. MILLAR, same
person as Donna Millar, husband and wife, the Grantors, and FARM CREDIT
BANK OF SPOKANE, a corporation chartered under the laws of the United
States, (FCB) successor by merger to The Federal Land Bank of Spokane,
a corporation formerly chartered under the laws of the United States,
whose mailing address is West 601 First Avenue, TAF-C5, Spokane,
Washington 99220, the Grantee,

WITNESSETH, that for and in consideration of the covenants hereinafter
contained and other good and valuable consideration, the Grantors do by
these presents grant, convey and warrant forever unto the Grantee, and
to its successors and assigns, all the property described on Exhibit
"A" attached hereto and incorporated herein.

ALL SITUATE IN County of Canyon, State of Idaho, subject to
rights of way and easements for roads, utilities and
irrigation ditches as same exist or appear of record and
mortgage to Grantee dated January 7, 1981 and recorded
January 12, 1981.

TOGETHER WITH all water and water rights of every kind and
description and however evidenced, used upon or appurtenant
to said property, which in any manner entitle Grantors to
water including but not limited to Permit No. 63-9654
issued by the Water Resources Department of the State of
Idaho.

TOGETHER WITH any and all tenements, hereditaments, ease-
ments, rights, privileges and appurtenances thereunto
belonging or used in connection therewith, and the rever-
sions, remainders, rents, issues and profits thereof.

TOGETHER WITH 25,080 feet of steel mainline sizes 5 inch
through 14 inch and 5,280 feet of 8 inch PVC mainline, all
of which is declared appurtenant thereto.

TO HAVE AND TO HOLD, all and singular, the said property, together
with the appurtenances, unto the said Grantee, and to its successors
and assigns forever. Grantors covenant with Grantee that the former
is now seized in fee simple of the property granted; that the latter
shall enjoy the same without any lawful disturbance; that the same is
free from all encumbrances (except those set forth above); that
Grantors and all persons acquiring any interest in the same through
or for them will, on demand, execute and deliver to Grantee at
Grantee's expense, any further assurance of the same that may be
reasonably required; and that Grantors will warrant to Grantee all of
the said property against every person lawfully claiming the same,
except those claiming under the above exceptions.

This deed is absolute in effect and conveys fee simple title of the
property above described to the Grantee and does not operate as a
reservation or as a mortgage, trust conveyance, or security agreement
of any kind.

NONMERGER WARRANTY DEED IN
LIEU OF FORECLOSURE -- Page 1

Grantee's acceptance of this conveyance is conditioned upon there being no liens against the property, except for those set forth above.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described herein. The fee and lien shall hereafter remain separate and distinct. It is not the intent of the parties to affect the subrogation rights of any third parties.

The true and actual consideration for this conveyance is that by acceptance of this deed, Grantee covenants and agrees that it shall not enforce any judgment against Grantors for the indebtedness evidenced by the promissory note secured by that certain mortgage executed by Bryce D. Millar and Donna R. Millar, husband and wife, Mortgagors, to The Federal Land Bank of Spokane, a corporation, Mortgagee, dated January 7, 1981, and recorded on January 12, 1981, as Instrument No. 910790, in the official records of Canyon County, Idaho and Reamortization Agreement dated March 11, 1985 and recorded on March 15, 1985 as Instrument No. 8506492, in the official records of Canyon County, Idaho. This deed shall not operate to preclude Grantee from proceeding in any action to enforce the mortgage, but shall preclude Grantee from obtaining a deficiency judgment against Grantors.

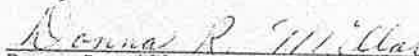
Grantors do hereby waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption concerning the property and mortgage described above.

Grantors hereby surrender and deliver possession of the property to Grantee.

Grantors declare that this conveyance is freely and fairly made, and Grantors are not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantee, its agent, or attorney, or any other person.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands the day and year first above written.


Bryce D. Millar


Donna R. Millar

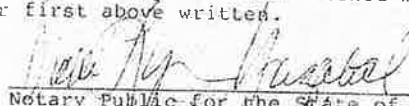
STATE OF IDAHO

County of Ada

: SS.

On this 28th day of August, 1988, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared BRYCE D. MILLAR, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

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


Notary Public for the State of Idaho
Residing at Boise, ID
My commission expires 10/18/92

NONMERGER WARRANTY DEED IN
LIEU OF FORECLOSURE -- Page 2

STATE OF IDAHO

County of Adair

)
: SS.

On this 8th day of August, 1988, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared DONNA R. MILLAR, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as her free and voluntary act and deed.

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

[Signature]
Notary Public for the State of Idaho
Residing at Idaho Falls
My commission expires 10/8/93

219

EXHIBIT "A"

Township 2 North, Range 3 West of the Boise Meridian

Section 14:

S1/2 EXCEPT:

A part of the SE1/4 described as: Commencing at the Northeast corner of said SE1/4 (East quarter corner), monumented with an iron pipe, 2 inches diameter; thence South 0°3' East 478.04 feet along the East boundary of said SE1/4; thence South 89°57' West 25 feet to the Point of Beginning; thence South 89°57' West 396 feet; thence South 0°3' East 220 feet parallel with the East boundary of said SE1/4; thence North 89°57' East 396 feet; thence North 0°3' West 220 feet parallel with the East boundary of said SE1/4 to the Point of Beginning.

Section 15:

SW1/4SE1/4; SE1/4SW1/4; NW1/4SW1/4; SW1/4SW1/4; NE1/4SW1/4;
NW1/4SE1/4; E1/2SE1/4.

Section 13:

NW1/4NW1/4

Section 14:

NE1/4NE1/4; NW1/4; SE1/4NE1/4; W1/2NE1/4; EXCEPT:

An easement for road purposes, 28 feet in width lying over and across a part of the NW1/4, Section 14, Township 2 North, Range 3 West of the Boise Meridian; lying 14 feet on each side of the following described center line:

Commencing at the Northeast corner of said Section 14 (section corner), monumented with a rebar, 5/8 inches diameter; thence South 60°46'51" West, 4567.79 feet to the Point of Beginning; said point bears South 57°11'06" East, 1570.76 feet from the Northwest corner of the SW1/4NW1/4 (West 1/16 corner); thence South 89°58'45" West 1320.20 feet; more or less, to the West boundary of said NW1/4, the POINT OF TERMINATION.

ALSO EXCEPTING: A part of the NW1/4, Section 14, Township 2 North, Range 3 West of the Boise Meridian, more particularly described as: COMMENCING at the Northeast corner of said Section 14 (section corner) monumented with a rebar, 5/8 inches diameter; thence South 62°43'15" West, 4482.39 feet to the Point of Beginning; said point bears South 63°03'20" East 1480.17 feet from a found 3/8 inch pipe at the Northwest corner of the SW1/4NW1/4, Section 14 (North 1/16 Corner); thence North 89°54'30" East 295.32 feet; thence South 0°05'30" East, 295.00 feet; thence South 89°54'30" West 295.32 feet; thence North 0°05'30" West, 295.00 feet to the Point of Beginning.

EXCERPT FROM

Section 10:

SE 1/4, SW 1/4, NE 1/4, NW 1/4, SE 1/4, SW 1/4, NE 1/4, NW 1/4, EXCEPTING
That portion of the SE 1/4 of Section 10, Township 2
North, Range 1 West of the Boise Meridian, described as: Beginning
at the section corner common to Section 2, 3, 10 and 11, Township 2
North, Range 1 West of the Boise Meridian; thence South 0°4'0" East
186.47 feet along the East section line (Basis of Bearing) to the
real point of beginning; thence continuing South 0°4'0" East,
1,206.12 feet to the quarter corner; thence South 0°9'27" East,
1,833.74 feet along the section line to a point North 0°9'27" West,
576.23 feet of the Southeast corner of said Section 10; thence
North 39°35'0" West 421.13 feet; thence North 19°39'55" West 722.59
feet; thence North 16°48'33" West, 201.19 feet; thence North
37°3'36" West 599.17 feet; thence North 13°47'14" West 527.44 feet;
thence North 0°54'43" East 492.15 feet; thence North 61°11'12" West
215.47 feet; thence North 21°40'11" West, 304.77 feet; thence North
89°36'0" East, 1,438.45 feet to the Point of Beginning.

Section 15:

NW 1/4, NE 1/4.

Together with all water and water rights used upon or appurtenant
to said property, however evidenced, including but not limited to
Permit No. 63-5654 issued by the Water Resources Department of the
State of Idaho;

Together with any and all tenements, hereditaments and
appurtenances thereunto belonging or used in connection therewith.

REQUEST STEWART TITLE
TYPE Deed 1509

88 AUG 19 AM 10 11
CANYON RECORDER
BY U. Chassey

RECORDED

8816574

PN-15618

INSTRUMENT NO. 9002195

LAM

WARRANTY DEED

GRANTOR, FARM CREDIT BANK OF SPOKANE, a corporation, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto (1) H. R. MONTIERTH, also known as Herbert R. Montierth, and GOLDA D. MONTIERTH, also known as Darlene R. Montierth, husband and wife; EDWARD RAY MONTIERTH, also known as Ray Montierth, and SUSAN L. MONTIERTH, husband and wife; RODNEY KENT MONTIERTH, a single man; grantees collectively as to a one-third undivided interest; (2) WILFORD NOLAN VICTOR and RUBY C. VICTOR, husband and wife, grantees collectively as to a one-third undivided interest; and (3) ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife, grantees collectively as to one-third undivided interest, as tenants in common in the shares provided above, whose current address is Route 1, Kuna, Idaho 83634, as GRANTEE, and to grantee's heirs and assigns forever, all of the real estate located in Canyon County, State of Idaho, more particularly described on Exhibit A, attached hereto and incorporated herein.

Grantor does hereby covenant, warrant and shall defend the quiet and peaceable possession of said premises by the grantee, his heirs and assigns forever against the lawful claims of all persons.

WARRANTY DEED

1

Grantor warrants that it has complied with the applicable provisions of the Agricultural Credit Act of 1987.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, grantor has hereunto subscribed his name to this instrument this 2nd February, 1990.

FARM CREDIT BANK OF SPOKANE

By: Daniel R. Huff
Authorized Agent

STATE OF IDAHO)
COUNTY OF Canyon) ss.

On this 2nd day of February, 1990, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Daniel R. Huff, known or identified to me to be the authorized agent of Farm Credit Bank of Spokane, the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



WITNESS my hand and Official Seal.

Blanca E. Acosta
Notary Public for Idaho
Residing at Caldwell, Idaho
My Commission expires: 8-11-93

WARRANTY DEED

2

EXHIBIT "A"

Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, Section 14:

South Half EXCEPT:

A part of the Southeast Quarter described as:

COMMENCING at the Northeast corner of said Southeast Quarter (East Quarter corner), monumented with an iron pipe, 2 inches diameter; thence

South $0^{\circ} 3'$ East 478.04 feet along the East boundary of said Southeast Quarter; thence

South $89^{\circ} 57'$ West 25 feet to the POINT OF BEGINNING; thence

South $89^{\circ} 57'$ West 396 feet; thence

South $0^{\circ} 3'$ East 220 feet parallel with the East boundary of said Southeast Quarter; thence

North $89^{\circ} 57'$ East 396 feet; thence

North $0^{\circ} 3'$ West 220 feet parallel with the East boundary of said Southeast Quarter to the POINT OF BEGINNING.

Section 15:

Southwest Quarter of the Southeast Quarter; Southeast Quarter of the Southwest Quarter; Northwest Quarter of the Southwest Quarter; Southwest Quarter of the Southwest Quarter; Northeast Quarter of the Southwest Quarter; Northwest Quarter of the Southeast Quarter; East Half of the Southeast Quarter.

Section 13:

Northwest Quarter of the Northwest Quarter.

Section 14:

Northeast Quarter of the Northeast Quarter; Northwest Quarter; Southeast Quarter of the Northeast Quarter; West Half of the Northeast Quarter.

EXCEPT:

A part of the Northwest Quarter, Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, more particularly described as:

COMMENCING at the Northeast corner of said Section 14 (section corner) monumented with a rebar, 5/8 inches diameter; thence

South $62^{\circ} 48' 15''$ West 4,482.39 feet to the POINT OF BEGINNING; said point bears

South $63^{\circ} 05' 00''$ East 1,480.17 feet from a found 3/8 inch pipe at the Northwest corner of the Southwest Quarter of the Northwest Quarter, Section 14 (North One-Sixteenth Corner); thence

North $89^{\circ} 54' 30''$ East 295.32 feet; thence

South $0^{\circ} 05' 30''$ East 295.00 feet; thence

South $89^{\circ} 54' 30''$ West 295.32 feet; thence

North $0^{\circ} 05' 30''$ West 295.00 feet to the POINT OF BEGINNING.

Section 10:

South Half of the Northeast Quarter; Southeast Quarter of the Northwest Quarter; Northeast Quarter of the Southwest Quarter; South Half of the Southwest Quarter; West Half of the Southeast Quarter; Northeast Quarter of the Southeast Quarter; Southeast Quarter of the Southeast Quarter; Southwest Quarter of the Northwest Quarter; Northwest Quarter of the Southwest Quarter;

EXCEPTING THEREFROM:

That portion of the East Half of Section 10, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, described as:

BEGINNING at the section corner common to Section 2, 3, 10 and 11, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho; thence

South $0^{\circ} 4' 0''$ East 1,358.47 feet along the East section line (Basis of Bearing) to the REAL POINT OF BEGINNING; thence continuing

South $0^{\circ} 4' 0''$ East 1,298.48 feet to the quarter corner; thence

South $0^{\circ} 9' 27''$ East 1,818.74 feet along the section line to a point

North $0^{\circ} 9' 27''$ West 836.23 feet of the Southeast corner of said Section 10; thence

North $39^{\circ} 35' 0''$ West 421.13 feet; thence

North $19^{\circ} 39' 55''$ West 722.59 feet; thence

North $16^{\circ} 48' 33''$ West 201.19 feet; thence

North $37^{\circ} 3' 36''$ West 599.17 feet; thence

North $13^{\circ} 47' 14''$ West 527.44 feet; thence

North $0^{\circ} 54' 43''$ East 492.15 feet; thence

North $61^{\circ} 11' 12''$ West 315.87 feet; thence

North $21^{\circ} 40' 11''$ West 304.77 feet; thence

North $89^{\circ} 56' 0''$ East 1,431.45 feet to the POINT OF BEGINNING.

Section 15:

Northwest Quarter; Northeast Quarter.

Together with any and all tenements, hereditaments and appurtenances thereunto belonging or used in connection therewith.

Together with all water and water rights used upon or appurtenant to said property, however evidenced, including but not limited to Permit No. 63-9654 issued by the Water Resources Department of the State of Idaho.

9002195

RECORDED

90 FEB 6 PM 12 06

NEL J KERR

CANYON CNTY RECORDER

BY *[Signature]*

REQUEST - PIONEER - NALPA

TH *[Signature]* 12/27

Inst 9411559

QUITCLAIM DEED

GRANTOR, ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife; HERBERT R. MONTIERTH; the ESTATE OF GOLDA D. MONTIERTH; EDWARD RAY MONTIERTH and SUSAN L. MONTIERTH, husband and wife; RODNEY KENT MONTIERTH and DOLLIE MONTIERTH, husband and wife, of Kuna, County of Ada, State of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto W. NOLAN VICTOR and RUBY C. VICTOR, husband and wife whose current address is 1528 Addison Ave East, County of Turner, State of Idaho as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate situated in Nampa, County of Canyon, State of Idaho, to-wit:

The NE $\frac{1}{4}$ of Section 15 and the S $\frac{1}{2}$ of Section 14, Township 2 North, Range 3 West, Boise Meridian, Canyon County, excepting therefrom a tract of land commencing at the northeast corner of said southeast quarter (east quarter corner) monument with an iron pipe 2" diameter; thence south 0°3' east 478.04 feet along the east boundary of said southeast quarter; thence south 89°57' west 25 feet to the POINT OF BEGINNING; thence south 89°57' west 396 feet; thence south 0°3' east 220 feet parallel with the east boundary of said southeast quarter; thence north 89°57' east 396 feet; thence north 0°3' west 220 feet parallel with the east boundary of said southeast quarter to the POINT OF BEGINNING.

and

Lot 5 of Meyers/Montierth/Victor acreages in Section 10, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho. (Parcel No. 3)

TOGETHER with all tenements, hereditaments and appurtenances thereunto belonging together with all right, title and interest including well water permits for well Nos. 8 and 9 as designated on Exhibit "A".

QUITCLAIM DEED - 1
#1282

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantor has hereunto subscribed his name to this instrument this 4 day of February, 1994.

Robert J. Meyers
ROBERT J. MEYERS

Kathi L. Meyers
KATHI L. MEYERS

Herbert R. Montierth
HERBERT R. MONTIERTH

Herbert R. Montierth
HERBERT R. MONTIERTH
Personal Representative of the
Estate of Golda D. Montierth

Edward Ray Montierth
EDWARD RAY MONTIERTH

Susan L. Montierth
SUSAN L. MONTIERTH

Rodney Kent Montierth
RODNEY KENT MONTIERTH

Dollie Montierth
DOLLIE MONTIERTH

STATE OF IDAHO)
County of Ada) ss.

On this March 11 day of ~~February~~ 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared RODNEY KENT MONTIERTH and DOLLIE MONTIERTH, known and identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Notary Public for Idaho
Residing at Grand View, Idaho
Commission expires: _____

STATE OF IDAHO)

County of Ada)

ss:

On this 1 day of March, 1994, before me the undersigned, a notary public for Idaho, personally appeared ROBERT J. MEYERS and KATHI L. MEYERS known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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


Notary Public for Idaho
Residing at Tree View, Idaho
Commission expires _____



STATE OF IDAHO)

County of Ada)

ss:

On this 21st day of March, 1994, before me the undersigned, a notary public for Idaho, personally appeared HERBERT R. MONTIERTH, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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


Notary Public for Idaho
Residing at Grand View, Idaho
Commission expires _____



QUITCLAIM DEED - 3
e/282

STATE OF IDAHO)

County of Ada)

ss:

On this 1st day of February, 1994, before me the undersigned, a notary public for Idaho, personally appeared HERBERT R. MONTIERTH, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same as personal representative of the Estate of Golda D. Montierth.

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



[Signature]
Notary Public for Idaho
Residing at 1000 1st St, Idaho
Commission expires 12/31/96

STATE OF IDAHO)

County of Ada)

ss:

On this 1st day of February, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD RAY MONTIERTH and SUSAN L. MONTIERTH, known and identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



[Signature]
Notary Public for Idaho
Residing at 1000 1st St, Idaho
Commission expires 12/31/96

QUITCLAIM DEED - 4
a/282

REQUEST
TYPE Quitclaim FEB 12

CANYON COUNTY RECORDER
BY C. J. [Signature]

94 APR 20 AM 9 13

RECORDED

9411559

200038799

THIS FORM FURNISHED COURTESY OF:

ALLIANCE TITLE & ESCROW CORP.

READ & APPROVED BY GRANTEE(S):

REQUEST ALLIANCE NAME
TYPE *Warranty* FEE *30*

SIGN ABOVE THIS LINE FOR RECORDING DATA

Order No. *24348/CN/100*

RECORDED

WARRANTY DEED

FOR VALUE RECEIVED ROBERT J. MEYERS & KATHI L. MEYERS, husband & wife AND WILFORD NOLAN VICTOR, also shown of record as W. NOLAN VICTOR & RUBY C. VICTOR, HUSBAND & WIFE GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto **V & M TRUST**

GRANTEE(S), whose current address is: *420 Sherry Rd Nampa ID 83686*
the following described real property in CANYON County, State of Idaho, more particularly described as follows, to wit:

The Southwest Quarter of Section 14, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: November 01, 2000

Robert J. Meyers
ROBERT J. MEYERS
Wilford Nolan Victor
WILFORD NOLAN VICTOR

Kathi L. Meyers
KATHI L. MEYERS
Ruby C. Victor
RUBY C. VICTOR

STATE OF IDAHO)
COUNTY OF TWIN FALLS)

On this 1st day of November, in the year of 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT J. MEYERS, KATHI L. MEYERS, WILFORD NOLAN VICTOR & RUBY C. VICTOR

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 the same.

BONNY J. MOORE
NOTARY PUBLIC
STATE OF IDAHO
Residing at:

Bonny J. Moore
Bonny J. Moore
Jerome, ID

My Commission Expires: *8-28-04*

200638800

THIS FORM FURNISHED COURTESY OF:

**ALLIANCE TITLE &
ESCROW CORP.**READ & APPROVED BY GRANTEE(S): SPACE ABOVE THIS LINE FOR RECORDING DATA
Order No.: 00024348 KD/CH**WARRANTY DEED**

FOR VALUE RECEIVED KENDAL F. EGBERT, TRUSTEE OF THE V & M TRUST

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto SOUTHSIDE, INC., an Idaho corporation

GRANTEE(S), whose current address is: 420 SHERRY RD, NAMPA, ID 83686
the following described real property in CANYON County, State of Idaho, more particularly described as follows, to wit:

The Southwest Quarter of Section 14, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

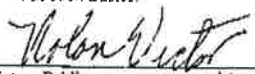
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: October 31, 2000

V & M TRUST

by: 
Kendal F. Egbert, TrusteeSTATE OF IDAHO
COUNTY OF TWIN FALLS

On this 1 day of November, in the year 2000, before me a Notary Public, personally appeared Kendal F. Egbert, known or identified to me to be the person whose name is subscribed to the within instrument as the trustee of V & M Trust, and acknowledged to me that he executed the same as such trustee.


Notary Public

My commission expires on: 4/22/2003

Residing at: Twin Falls

REQUEST ALLIANCE NAMPA
TYPE 1002
CANYON COUNTY RECORDED
BY 
G. NOEL HALES

NO NOV 3 PM 4 27

RECORDED

200038800

200338651

RECORDED

2003 JUN 24 PM 4 43

G NOEL HALES
CANYON CNTY RECORDER

TIMEONE

REQUEST
TYPE Quitclaim FEE 3.00



QUITCLAIM DEED

FOR VALUE RECEIVED, SOUTHSIDE, INC. , an Idaho Corporation

Does hereby convey, release, remise and forever quit claim unto

DAVID W. WASHBURN AND KELLY L. WASHBURN, husband and wife

whose current address is:

the following described premises:

Lot 10 in Block 2 of CHAPARRAL RANCH SUBDIVISION, according to the official plat thereof, filed in Book 30 of Plats at Page(s) 46, official records of Canyon County, Idaho.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: JUNE 24, 2003

By: *David W. Washburn*
SOUTHSIDE, INC.

STATE OF IDAHO

COUNTY OF CANYON

ON THIS 24 DAY OF JUNE IN THE YEAR 2003, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED DAVE WASHBURN, KNOWN TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THIS INSTRUMENT AND 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 HERUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Kenneth K. Merrigan
KENNETH K. MERRIGAN
RESIDING AT: EAGLE
MY COMMISSION EXPIRES ON: 10/16/06
STATE OF IDAHO



Order No.: C0510155

WARRANTY DEED

 REQUEST
 TYPE Warranty FEE 6.00
 TITLEONE

 CANYON COUNTY RECORDER
 EV. John D. Hume

2005 AUG 10 PM 4 29

RECORDED

200548734

FOR VALUE RECEIVED,

DAVID W. WASHBURN and KELLY L. WASHBURN husband and wife
 The Grantor(s), do(es) hereby grant, bargain sell and convey unto

MDLN, LLC AN IDAHO LIMITED LIABILITY COMPANY

whose current address is PO BOX 212 SPRINGVILLE, UT 84663

the Grantee(s), the following described premises, in Canyon County, Idaho, TO WIT:

Lot 10 in Block 2 of CHAPARRAL RANCH SUBDIVISION, according to the official plat thereof, filed in Book 30 of Plats at Page(s) 46, and as Amended by an Affidavit recorded September 29, 2003 as Instrument No. 200360267, official records of Canyon County, Idaho. Provided, however that the utility easement on the north boundary shall be fifteen (15) feet and shall include water and fire suppression.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) 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 those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: 08/02/05

David W. Washburn
 DAVID W. WASHBURN

Kelly L. Washburn
 KELLY L. WASHBURN

STATE OF ARIZONA
 COUNTY OF MARICOPA

ON THIS 4 OF AUGUST, 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC PERSONALLY APPEARED DAVID W. WASHBURN, AND KELLY L. WASHBURN, KNOWN TO ME OR PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

Nancy Salafia
 NOTARY PUBLIC
 RESIDING AT: Mesa, Az
 MY COMMISSION EXPIRES: 12-7-07
 (SEAL)



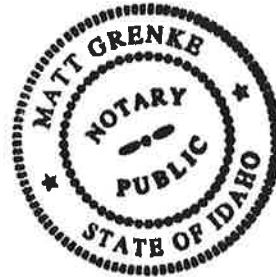
Notary Public State of Arizona
 Maricopa County
 Nancy Salafia
 Expires December 07 2007

STATE OF IDAHO
COUNTY OF CANYON

ON THIS 9 OF AUGUST , 2005, BEFORE ME, THE UNDERSIGNED, A
NOTARY PUBLIC PERSONALLY APPEARED ,DAVID W. WASHBURN, KNOWN
TO ME OR PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO
BE THE PERSONS WHOSE NAMES ARE SUB SCRIBED TO THE WITHIN
INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE
SAME.



MATT GRENKE
NOTARY PUBLIC
RESIDING AT: NAMPA IDAHO
MY COMMISSION EXPIRES: 07/09/11



(SEAL)



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

BRAD LITTLE
Governor

GARY SPACKMAN
Director

July 11, 2019

MDLN LLC
PO BOX 212
SPRINGVILLE, UT 84663-0212

RE: Transfer No. 82918

Dear Applicant:

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the PRESS TRIBUNE on 7/18/2019 and 7/25/2019. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Anna Kaiser
Administrative Assistant

CC:
ERO RESOURCES CORP
C/O DAVID SHAW
4001 E MAIN ST
EMMETT, ID 83617

Kaiser, Anna

From: Sharon Jessen <sjessen@idahopress.com>
Sent: Thursday, July 11, 2019 11:00 AM
To: Kaiser, Anna
Subject: Re: CANYON Legal Ad

no problem; I will replace this with the prior copy and get you a proof.

Sharon

From: Kaiser, Anna <Anna.Kaiser@idwr.idaho.gov>
Sent: Thursday, July 11, 2019 10:49 AM
To: Sharon Jessen <sjessen@idahopress.com>
Cc: IPT Legals <legals@idahopress.com>
Subject: RE: CANYON Legal Ad

Thank you for your response,

If possible, I need to add a notice of transfer to the legal notice I submitted earlier. I attached the updated version to this email.

Could you please publish the attached legal ad in place of the earlier submitted version?

Thank you,
Anna

Anna Kaiser | Administrative Assistant I
IDWR-Western Region
2735 W Airport Way, Boise ID 83705
(208).334.2190 | anna.kaiser@idwr.idaho.gov

From: Sharon Jessen [mailto:sjessen@idahopress.com]
Sent: Thursday, July 11, 2019 10:32 AM
To: Kaiser, Anna <Anna.Kaiser@idwr.idaho.gov>
Subject: Re: CANYON Legal Ad

LEGAL E-MAIL INITIAL RECEIPT

**Servicing the entire Treasure Valley including:
Canyon County, Gem County, Malheur County and Ada County**

Good Day,

I have received your request and will get this processed as soon as possible. Please check your email occasionally for a copy of the pending invoice and proof.

Idaho Press, Emmett Messenger-Index, Kuna-Melba News and Meridian Press

Legal Clerk

legals@idahopress.com

208-465-8129

Monday through Friday 8:00am– 12:00pm

From: Kaiser, Anna <Anna.Kaiser@idwr.idaho.gov>

Sent: Thursday, July 11, 2019 9:30 AM

To: IPT Legals <legals@idahopress.com>

Subject: CANYON Legal Ad

Good Afternoon Legal Clerk,

Please see the attached ad for publication on 7/18/2019 & 7/25/2019.

Please confirm these are okay to publish as shown.

Thank You,

Anna Kaiser | Administrative Assistant I

IDWR-Western Region

2735 W Airport Way, Boise ID 83705

(208).334.2190 | anna.kaiser@idwr.idaho.gov

The following application has been filed to appropriate the public waters of the State of Idaho:

63-34744

SAMANTHA BIEHL

NICHOLAS TANORE

18175 PRIDE LN

CALDWELL, ID 83607-9187

Point of Diversion SESW S35 T04N R04W CANYON County Source LOWER EMBANKMENT DRAIN Tributary DIXIE SLOUGH

Use: IRRIGATION 03/01 to 11/15 0.15 CFS

Use: STOCKWATER 01/01 to 12/31 0.02 CFS

Total Diversion: 0.17 CFS

Date Filed: 6/19/2019

Place Of Use: IRRIGATION, STOCKWATER

T04N R04W S35 SESW

Total Acres: 7

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 82918

MDLN LLC, PO BOX 212, SPRINGVILLE, UT 84663-0212; has filed Application No. 82918 for changes to the following water rights within CANYON County(s): Right No(s). 63-32919, 63-33383; to see a full description of these rights and the proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. The purpose of the transfer is to change a portion of the above rights as follows: The purpose of the transfer is to split two water rights with 1967 priority dates from ground water totaling 0.52 cfs and 0.74 cfs for irrigation. The rights are appurtenant to 39 acres in Lot 10 Block 2 of Chaparral Ranch Subdivision and add a new point of diversion to a new well on the applicant's property. The well located on the southwest corner of Lot 9 Block 2, with its pump, water rights, and appurtenances will continue to provide water for Lot 10. The unchanged portion of the right(s) will remain on land within Chaparral Ranch Subdivision. The proposed transfer is located approximately 6.5 miles southwest of Nampa, Idaho and south of Lake Lowell in Canyon County, Idaho. Water will be used at the current place of use north of Deer Flat Road between Sky Ranch Road and Pump Road in the Chaparral Ranch Subdivision.

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Western Region office at 208-334-2190; or for a full description of the right(s) or proposed transfer (s) please see www.idwr.idaho.gov. Protests may be submitted based on the criteria of Idaho Code §§ 42-203A and 42-222. Any protest against the approval of the application(s) must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705 together with a protest fee of \$25.00 for each application on or before 8/5/2019. The protestant must also send a copy of the protest to the applicant

GARY SPACKMAN, Director

Published on 7/18/2019 and 7/25/2019

Transfer No. 82918

The purpose of the transfer is to split two water rights with 1967 priority dates from ground water totaling 0.52 cfs and 0.74 cfs for irrigation. The rights are appurtenant to 39 acres in Lot 10 Block 2 of Chaparral Ranch Subdivision and add a new point of diversion to a new well on the applicant's property. The well located on the southwest corner of Lot 9 Block 2, with its pump, water rights, and appurtenances will continue to provide water for Lot 10. The unchanged portion of the right(s) will remain on land within Chaparral Ranch Subdivision.

The proposed transfer is located approximately 6.5 miles southwest of Nampa, Idaho and south of Lake Lowell in Canyon County, Idaho. Water will be used at the current place of use north of Deer Flat Road between Sky Ranch Road and Pump Road in the Chaparral Ranch Subdivision.

HISTORY OF CONVEYANCE DOCUMENTS FOR TRANSFER # 82913

WARRANTY DEED 8/9/2005

Grantor: David W. & Kelly L. Washburn to
Grantee: MDLN, LLC

QUITCLAIM DEED 6/24/2003

Grantor: Southside Inc to Grantee: David W. & Kelly L. Washburn

WARRANTY DEED 10/31/2000

Grantor V & M Trust to Grantee: Southside Inc

WARRANTY DEED 11/1/2000

Grantors: ROBERT J MEYERS & KATHI L MEYERS, W NOLAN VICTOR & RUBY C VICTOR to Grantee: to Grantee: V & M Trust

QUITCLAIM DEED 2/4/1994

Grantors

KATHI L MEYERS
ROBERT J MEYERS

HERBERT R MONTIERTH JR

THE ESTATE OF GOLDA D MONTIERTH
EDWARD RAY MONTIERTH
SUSAN MONTIERTH

RODNEY KENT MONTIERTH

Grantee

RUBY C VICTOR
W NOLAN VICTOR

WARRANTY DEED 2/2/1990

Grantor: Farm Credit Bank of Spokane to Montierth, Meyers, and Victor



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

BRAD LITTLE
Governor

GARY SPACKMAN
Director

May 29, 2019

XC = ALLEN

RECEIVED

JUN 10 2019

WATER RESOURCES
WESTERN REGION

MDLN LLC
C/O BRENT FELIX
PO BOX 212
SPRINGFIELD, UT 84663

RE: Application for Transfer #82914

Dear Applicant(s):

The Idaho Department of Water Resources (IDWR) is reviewing your transfer application to add a point of diversion (POD) from ground water. Additional information is needed to process your proposal. Department staff are not allowed to make these changes, therefore I would like to suggest the following changes to ensure that the application accurately describes your project. Enclosed is a copy of your original application for you to amend. Changes to your application should be made by crossing out the old values, writing in the new values, and adding the date and your initials next to the changes.

- 1) **Item B3.** Point(s) of diversion. There appears to be a discrepancy between the legal description of the POD location and the maps. I have provided the following table to help clarify the locations. Please check the accuracy and make the appropriated amendments to your application. Also, please remove the 10-acre quarter description.

Points-of-Diversion

New ?	Lot	¼ (10 ac)	¼ (40 ac)	¼ (160 ac)	Sec	Twp	Rng	County	Source	Local Name or tag #
Yes			SW	SW	14	2N	3W	Canyon	Groundwater	POD #1, Lot 10 Well
			SE	SW	14	2N	3W	Canyon	Groundwater	POD #2, Lot 9 Well

- 2) **Administrative Item.** You paid \$25 for the ownership change, however since you are splitting two water rights 63-33383 and 63-32919 there is a charge of \$100 per split right since splits require significantly more time to process. You will need to submit an additional \$175 to cover the cost of the ownership change splits.

To resume processing of your application, please make changes and return the enclosed amended application. Once I receive your amended transfer application, I will forward your application to advertising. Advertising your application in the local newspaper provides an opportunity for the public to protest. You will be notified if your application is protested.

Please let me know if you have any questions regarding the content of this letter. I can be reached by phone at 208-334-2190 or by email at allen.bradbury@idwr.idaho.gov. IDWR forms and other information can be found at www.idwr.idaho.gov.

Please submit your response in writing within **thirty (30) days** of the date of this letter. The application will be voided without a timely written response. Refunds are not issued for voided applications. Thank you for your time and for your attention to these matters.

Respectfully,

Allen Bradbury
Water Resource Agent, Sr.
Idaho Dept. of Water Resources - Western
(208) 334-2190

Enclosure

CC: Eric Ensign

PERMISSION TO TALK WITH ERIC ENSIGN AND DAVE DYSKRA.

X *Allen Bradbury*
BRENT FELIX

DATE 6/5/19

RECEIVED
JUN 10 2019
WATER RESOURCES
WESTERN REGION

Bradbury, Allen

From: Eric Ensign <eensign@yesco.com>
Sent: Thursday, June 06, 2019 11:52 AM
To: Bradbury, Allen
Cc: Dave Dykstra
Subject: Fwd: Scanned image from Yesco
Attachments: noreply@yesco.com_20190606_102303.pdf

Allen,

I met with Dr. Felix regarding his application #82914, and he has signed the attached, indicating his approval for you to visit with me and/or Dave Dykstra.

Please also know that I am sending in today's mail a check for \$175, which you have requested.

Much appreciation for expediting our request!

Eric Ensign

----- Forwarded message -----

From: noreply@yesco.com <noreply@yesco.com>
Date: Thu, Jun 6, 2019 at 11:13 AM
Subject: Scanned image from Yesco
To: <eensign@yesco.com>

Reply to: noreply@yesco.com <noreply@yesco.com>
Device Name: Yesco
Device Model: MX-3640N
Location: Not Set

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document. Adobe(R)Reader(R) can be downloaded from the following URL:

Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

<http://www.adobe.com/>



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

BRAD LITTLE
Governor

GARY SPACKMAN
Director

May 29, 2019

MDLN LLC
C/O BRENT FELIX
PO BOX 212
SPRINGFIELD, UT 84663

RE: Application for Transfer #82914

Dear Applicant(s):

The Idaho Department of Water Resources (IDWR) is reviewing your transfer application to add a point of diversion (POD) from ground water. Additional information is needed to process your proposal. Department staff are not allowed to make these changes, therefore I would like to suggest the following changes to ensure that the application accurately describes your project. Enclosed is a copy of your original application for you to amend. Changes to your application should be made by crossing out the old values, writing in the new values, and adding the date and your initials next to the changes.

- 1) Item B3.** Point(s) of diversion. There appears to be a discrepancy between the legal description of the POD location and the maps. I have provided the following table to help clarify the locations. Please check the accuracy and make the appropriated amendments to your application. Also, please remove the 10-acre quarter description.

Points-of-Diversion

New ?	Lot	$\frac{1}{4}$ (10 ac)	$\frac{1}{4}$ (40 ac)	$\frac{1}{4}$ (160 ac)	Sec	Twp	Rng	County	Source	Local Name or tag #
Yes			SW	SW	14	2N	3W	Canyon	Groundwater	POD #1, Lot 10 Well
			SE	SW	14	2N	3W	Canyon	Groundwater	POD #2, Lot 9 Well

- 2) Administrative Item.** You paid \$25 for the ownership change, however since you are splitting two water rights 63-33383 and 63-32919 there is a charge of \$100 per split right since splits require significantly more time to process. You will need to submit an additional \$175 to cover the cost of the ownership change splits.

To resume processing of your application, please make changes and return the enclosed amended application. Once I receive your amended transfer application, I will forward your application to advertising. Advertising your application in the local newspaper provides an opportunity for the public to protest. You will be notified if your application is protested.

Please let me know if you have any questions regarding the content of this letter. I can be reached by phone at 208-334-2190 or by email at allen.bradbury@idwr.idaho.gov. IDWR forms and other information can be found at www.idwr.idaho.gov.

Please submit your response  writing within **thirty (30) days** of the  of this letter. The application will be voided without a timely written response. Refunds are not issued for voided applications. Thank you for your time and for your attention to these matters.

Respectfully,



Allen Bradbury
Water Resource Agent, Sr.
Idaho Dept. of Water Resources - Western
(208) 334-2190

Enclosure

CC: Eric Ensign



December 14, 2018

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

RECEIVED

DEC 21 2018

WATER RESOURCES
WESTERN REGION

Dear Mr. Miller,

Enclosed you find a completed application for transfer of water right and change of ownership in the name of MDLN LLC of Salt Lake City Utah. If any questions arise regarding this application, please contact Mr. David Shaw ERO Resources Corp. 4001 E. Main St. Emmett ID 83617, telephone 208-365-7684.

Sincerely,

A handwritten signature in blue ink that reads "Sherl Chapman".

Sherl Chapman PG
SC/pjs

Enc.

Denver
1842 Clarkson St.
Denver, CO 80218
303.830.1188

Durango
1015 1/2 Main Avenue
Durango, CO 81301
970.422.2136

Hotchkiss
P.O. Box 932
161 South 2nd St.
Hotchkiss, CO 81419
970.872.3020

Idaho
4001 East Main Street
Emmett, ID 83617
208.365.7684

www.eroresources.com

Consultants in
Natural Resources
and the Environment