

RECEIVED
MAY 16 2019
Department of Water Resources
Eastern Region

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) Nancy Van Kampen Trust

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: WR Partial Decrees; Ownership change from Nancy Van Kampen Trust; Thunder Canyon Estates plat (submitted with app for 29-8080; WR Licenses for 29-8080 & 29-13732; SRBA Notes for WRs.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

RECEIVED
MAY 16 2019
Department of Water Resources
Eastern Region

Name of Applicant(s) Nancy Van Kampen Trust Phone 435-752-7740
Mailing address 166 E. 350 S. Logan, UT 84321 Email _____

- ☐ 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 Robert L. Harris Phone 208-523-0620
Mailing address HKHC, PO Box 50130, Idaho Falls, ID 83405 Email rharris@holdenlegal.com

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

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Robert L. Harris Robert L. Harris May 14, 2019
Signature of Applicant or Authorized Representative Print Name and Title if applicable Date
April 2, 2019

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**.
Update the place of use and eliminate 81.2 PPOU (with no reduction in diversion rate) to comport with property boundaries of golf course and area outside of the Thunder Canyon Estates subdivision where culinary water, including outside irrigation water, is provided to lots with ground water under WR Nos. 29-8080 & 29-13732.

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.

I.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	29-170	0.4 cfs	Irrigation	4/1 to 9/15	Dempsey Ck/Portneuf Riv.
☒ ☐	29-171	0.3 cfs	Irrigation	4/1 to 9/15	Dempsey Ck/Portneuf Riv.
☒ ☐	29-12064	1.2 cfs	Irrigation	4/1 to 9/15	Dempsey Ck/Portneuf Riv.
☒ ☐	29-13726	1.62 cfs	Irrigation	4/1 to 10/31	Dempsey Ck/Portneuf Riv.
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 1.62 (cmbd) cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 1.62 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

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

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

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

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

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	38E	29																5.1	5.1
09S	38E	32	19.3			14.4													33.7
09S	38E	33					5.1	37.1											42.2
Total Acres (for irrigation use)																			81

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:

Water is delivered through West Dempsey Ditch on Dempsey Creek, which has a measuring device.

- b. Who owns the property at the point(s) of diversion? n/a (West Dempsey Ditch has existed for over a century).

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

- 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:

POU will be amended to only include golf course and non-residential lot areas to accurately describe where surface water has been used under the rights subject to this transfer:

- 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:

WR Nos. 29-8080 & 29-13732 are associated with the Thunder Canyon Estates subdivision. POU of the water rights in this transfer overlapped with subdivision lots, but surface water has never been used on the subdivision lots. PPOU of 81.2 acres (within which 81 acres can be irrigated) will be eliminated for only an 81-acre POU.

- 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:

The portion of WR Nos. 29-8080 & 29-13732 associated with subdivision lots has been used on golf course and non-residential areas outside of subdivision lots.

IDAHO Department of Water Resources



WATER RIGHT REPORT

4/1/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-170

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NANCY VAN KAMPEN TRUST 166 E 350 S LOGAN, UT 84321 4357527740
Original Owner	LEE MERRICK , ID
Original Owner	ANDREW J ANDREASEN THUNDER CANYON GOLF COURSE LAVA HOT SPRINGS, ID 83246 2087765048
Original Owner	JOSEPH G ANDREASEN
Original Owner	RICHARD ANDREASEN PO BOX 75 SHOSHONE, ID 83352-0075 5088862543
Original Owner	COPPER STATE THRIFT & LOAN THUNDER CANYON GOLF COURSE PO BOX 6166 1025 E 2100 S SALT LAKE CITY, UT 84106 8014874874

Priority Date: 07/01/1881

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
DEMPSEY CREEK	PORTNEUF RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
				83246

83246

IRRIGATION 04/15/09/15 0.4 CFS
 Total Diversion 0.4 CFS

Location of Point(s) of Diversion:

DEMPSEY CREEK | SENWSW | Sec. 04 | Township 10S | Range 38E | BANNOCK County

IRRIGATION Use:

Acre Limit: 20

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
09S	38E	29		SESE	2.2									
		32		NENE	14		SENE	23						
		33		NENW	11		NWNW	31						

Total Acres: 81.2

Conditions of Approval:

1. S35 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 AND AFTER SEPTEMBER 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.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3. E56 USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 81.0 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-170, 29-171, 29-12064.
4. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
5. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
6. F01 WATER IS DELIVERED THROUGH WEST DEMPSEY DITCH.
7. K06 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 20.0 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
8. E62 THIS RIGHT WHEN COMBINED WITH RIGHT NO. 29-170, 29-171, 29-12064 SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.
9. E52 USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 1.62 CFS. COMBINED RIGHT NOS.: 29-170, 29-171, 29-12064.

Dates:**Licensed Date:****Decreed Date:** 03/22/2004**Enlargement Use Priority Date:****Enlargement Statute Priority Date:****Water Supply Bank Enrollment Date Accepted:****Water Supply Bank Enrollment Date Removed:****Application Received Date:****Protest Deadline Date:****Number of Protests:** 0**Other Information:****State or Federal:** S**Owner Name Connector:****Water District Number:** 29**Generic Max Rate per Acre:****Generic Max Volume per Acre:****Combined Acres Limit:** 81**Combined Volume Limit:****Combined Rate Limit:** 1.62**Civil Case Number:****Old Case Number:****Decree Plaintiff:****Decree Defendant:****Swan Falls Trust or Nontrust:****Swan Falls Dismissed:****DLE Act Number:****Cary Act Number:****Mitigation Plan:** False**83246**



WATER RIGHT REPORT

4/1/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-171

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NANCY VAN KAMPEN TRUST 166 E 350 S LOGAN, UT 84321 4357527740
Original Owner	LEE MERRICK , ID
Original Owner	ANDREW J ANDREASEN THUNDER CANYON GOLF COURSE LAVA HOT SPRINGS, ID 83246 2087765048
Original Owner	JOSEPH G ANDREASEN
Original Owner	RICHARD ANDREASEN PO BOX 75 SHOSHONE, ID 83352-0075 5088862543
Original Owner	COPPER STATE THRIFT & LOAN THUNDER CANYON GOLF COURSE PO BOX 6166 1025 E 2100 S SALT LAKE CITY, UT 84106 8014874874

Priority Date: 04/01/1882

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
DEMPSEY CREEK	PORTNEUF RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
				83246

IRRIGATION 04/15/09/15 0.3 CFS

Total Diversion 0.3 CFS

Location of Point(s) of Diversion:

DEMPSEY CREEK | NESWSW | Sec. 04 | Township 10S | Range 38E | BANNOCK County

IRRIGATION Use:

Acre Limit: 15

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
09S	38E	29		SESE	2									
		32		NENE	14		SENE	23						
		33		NENW	11		NWNW	31						

Total Acres: 81

Conditions of Approval:

1. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. E62 THIS RIGHT WHEN COMBINED WITH RIGHT NO. 29-170, 29-171, 29-12064 SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.
3. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
4. K06 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 15.0 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
5. E52 USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 1.62 CFS. COMBINED RIGHT NOS.: 29-170, 29-171, 29-12064.
6. F01 WATER IS DELIVERED THROUGH WEST DEMPSEY DITCH.
7. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
8. E56 USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 81.0 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-170, 29-171, 29-12064.
9. S35 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 AND AFTER SEPTEMBER 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.

83246

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 29

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 81

Combined Volume Limit:

Combined Rate Limit: 1.62

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

83246

IDAHO Department of Water Resources



WATER RIGHT REPORT

4/1/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-12064

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NANCY VAN KAMPEN TRUST 166 E 350 S LOGAN, UT 84321 4357527740
Original Owner	LEE MERRICK , ID
Original Owner	ANDREW J ANDREASEN THUNDER CANYON GOLF COURSE LAVA HOT SPRINGS, ID 83246 2087765048
Original Owner	JOSEPH G ANDREASEN
Original Owner	RICHARD ANDREASEN PO BOX 75 SHOSHONE, ID 83352-0075 5088862543
Original Owner	COPPER STATE THRIFT & LOAN THUNDER CANYON GOLF COURSE PO BOX 6166 1025 E 2100 S SALT LAKE CITY, UT 84106 8014874874

Priority Date: 04/01/1880

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
DEMPSEY CREEK	PORTNEUF RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
				83246

IRRIGATION 04/15/09/15 1.2 CFS

Total Diversion 1.2 CFS

Location of Point(s) of Diversion:

DEMPSEY CREEK | NESWSW | Sec. 04 | Township 10S | Range 38E | BANNOCK County

IRRIGATION Use:

Acre Limit: 60

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
09S	38E	29		SESE	2									
		32		NENE	14		SENE	23						
		33		NENW	11		NWNW	31						

Total Acres: 81

Conditions of Approval:

1. E56 USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 81.0 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-170, 29-171, 29-12064.
2. E62 THIS RIGHT WHEN COMBINED WITH RIGHT NO. 29-170, 29-171, 29-12064 SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.
3. F01 WATER IS DELIVERED THROUGH WEST DEMPSEY DITCH.
4. P29 THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 29-163 AND 29-169.
5. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
6. K06 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 60.0 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
7. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
8. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
9. E52 USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 1.62 CFS. COMBINED RIGHT NOS.: 29-170, 29-171, 29-12064.
10. S35 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 AND AFTER SEPTEMBER 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.

63246

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 29

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 81

Combined Volume Limit:

Combined Rate Limit: 1.62

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

83246

IDAHO Department of Water Resources



WATER RIGHT REPORT

4/2/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-13726

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NANCY VAN KAMPEN TRUST 166 E 350 S LOGAN, UT 84321 4357527740
Directors Report Owner	JEDD R VAN KAMPEN
Directors Report Owner	NANCY VAN KAMPEN 166 E 350 S LOGAN, UT 84321 4357527740
Attorney	ROBERT L HARRIS HOLDEN KIDWELL HAHN & CRAPO PLLC PO BOX 50130 IDAHO FALLS, ID 83405-0130 2085230620

Priority Date: 08/07/1932

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
DEMPSEY CREEK	PORTNEUF RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	1.62 CFS	
Total Diversion			1.62 CFS	

Location of Point(s) of Diversion:

DEMPSEY CREEK | NESWSW | Sec. 04 | Township 10S | Range 38E | BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

83246

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
09S	38E	29		SESE	2.2									
		32		NENE	14		SENE	23						
		33		NENW	11		NWNW	31						

Total Acres: 81.2

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. F01 Water is delivered through West Dempsey Ditch.
3. E52 The rights listed below are limited to a total combined diversion rate of 1.62 cfs. Combined Right Nos.: 29-170, 29-171, 29-12064, and 29-13726.
4. E56 The rights listed below are limited to the irrigation of a combined total of 81.2 acres in a single irrigation season. Combined Right Nos.: 29-170, 29-171, 29-12064, and 29-13726.
5. The operation and administration of this water right is subject to the terms and conditions of the Portneuf River Settlement Agreement, Basin 29: Portneuf River filed with the SRBA District Court April 22, 2005, and the addendum to the agreement filed December 17, 2007.

Dates:

Licensed Date:

Decreed Date: 06/18/2009

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: TBD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

83246

83246

Attachment No. 4

Power of Attorney

[Search again](#)

Results (as of 3/18/19)

Robert Lynn Harris

Status

Active

Admittance Date

09/30/2004

Firm

Holden, Kidwell, Hahn & Crapo, PLLC

Mailing Address

PO Box 50130

Idaho Falls, ID 83405

Phone

(208) 523-0620

Phone Ext**Fax**

(208) 523-9518

Bar Email Address

rharris@holdenlegal.com

Website Address

www.holdenlegal.com

Court eService Email

efiling@holdenlegal.com

Need a correction?

Is something not correct? Please use the [Address Change Form](#)

The information above is based on the Idaho State Bar records as of the date listed above. To send us an update on your

Attachment No. 7a Map

VAN KAMPEN TRANSFER

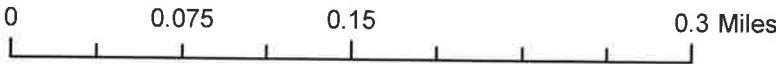


Legend

- 29-170 81 acres POU
- 29-170_et_al_Revised POU
- 29-13732_POU
- TR Lines_2014
- Section Lines_2014
- Quarter Quarters_2014



2017 NAIP AERIAL PHOTO



83246

**Attachment No. 7b
Map (GIS shapefile)**

***GIS shapefile will be emailed
to IDWR agent.***

VAN KAMPEN TRANSFER



- Legend**
- POUBYQQ81
 - 29-170 81 acres POU
 - 29-170_et_al_Revised POU
 - 29-13732_POU
 - TR Lines_2014
 - Section Lines_2014
 - Quarter Quarters_2014



2017 NAIP AERIAL PHOTO

0 0.075 0.15 0.3 Miles

83246

Attachment No. 10

Other

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

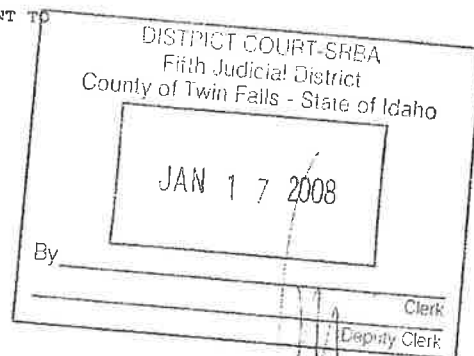
AMENDED

In Re SRBA

Case No. 39576

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

Water Right 29-00170



NAME AND ADDRESS: JEDD R VAN KAMPEN
NANCY VAN KAMPEN
165 E 350 S
LOGAN, UT 84321

SOURCE: DEMESEY CREEK TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.40 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 1.62 CFS. COMBINED RIGHT NOS.:
29-170, 29-171, 29-12064.
THIS RIGHT WHEN COMBINED WITH RIGHT NO. 29-170, 29-171,
29-12064 SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.

PRIORITY DATE: 07/01/1881

POINT OF DIVERSION: T10S R38E S04 NESWSW Within Bannock County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-15 TO 09-15	0.40 CFS

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS
EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31,
PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE
OF WATER BEFORE APRIL 15 AND AFTER SEPTEMBER 15 UNDER THIS
REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED
EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN
THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

PLACE OF USE:	Irrigation	Within Bannock County
	T09S R38E S29	SESE 2.2
	S32	NENE 14.0
	S33	NENW 11.0
	SENE 23.0	NWNW 31.0
	81.2 Acres Total	

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 81.0 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-170, 29-171,
29-12064.

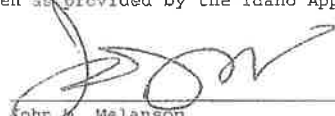
THIS RIGHT IS LIMITED TO THE IRRIGATION OF 20.0 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(5).

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.



John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

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

In Re SRBA

Case No. 39576

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

Water Right 29-00171

NAME AND ADDRESS: JEDD R VAN KAMPEN
NANCY VAN KAMPEN
4301 W 600 S
LOGAN, UT 84321

SOURCE: DEMPSEY CREEK TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.30 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 1.62 CFS. COMBINED RIGHT NOS.:
29-170, 29-171, 29-12064.
THIS RIGHT WHEN COMBINED WITH RIGHT NO. 29-170, 29-171,
29-12064 SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.

PRIORITY DATE: 04/01/1982

POINT OF DIVERSION: T10S R38E S04 NESWSW Within Bannock County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-15 TO 09-15	0.30 CFS

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS
EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31,
PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE
OF WATER BEFORE APRIL 15 AND AFTER SEPTEMBER 15 UNDER THIS
REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED
EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN
THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

PLACE OF USE:	Irrigation		Within Bannock County
	T09S R38E S29	SESE 2.0	
	S32	NENE 14.0	SENE 23.0
	S33	NENW 11.0	NWNW 31.0
	81.0 Acres Total		

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 81.0 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-170, 29-171,
29-12064.

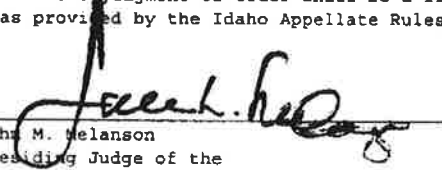
THIS RIGHT IS LIMITED TO THE IRRIGATION OF 15.0 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

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.


John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

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

In Re SRBA)
Case No 39576)
PARTIAL DECREE PURSUANT TO
I R C P 54(b) FOR
Water Right 29-12064

NAME AND ADDRESS: JEDD R VAN KAMPEN
NANCY VAN KAMPEN
4301 W 600 S
LOGAN, UT 84321

SOURCE: DEMPSEY CREEK TRIBUTARY: FORNEUF RIVER

QUANTITY: 1.20 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 1.62 CFS. COMBINED RIGHT NOS :
29-170, 29-171, 29-12064.

THIS RIGHT WHEN COMBINED WITH RIGHT NO 29-170, 29-171,
29-12064 SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE

PRIORITY DATE: 04/01/1880

POINT OF DIVERSION: T10S R38E S04 NESWS Within Bannock County

PURPOSE AND
PERIOD OF USE: PURPOSE OF USE PERIOD OF USE QUANTITY
Irrigation 04-15 TO 09-15 1.20 CFS

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS
EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31,
PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED THE USE
OF WATER BEFORE APRIL 15 AND AFTER SEPTEMBER 15 UNDER THIS
RIGHT IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED
EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN
THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT

PLACE OF USE: Irrigation Within Bannock County
T09S R38E S29 SESE 2.0
S32 NENE 14.0 SENE 23.0
S33 NENW 11.0 NWNW 31.0
81.0 Acres Total

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 81.0 ACRES IN A SINGLE
IRRIGATION SEASON COMBINED RIGHT NOS : 29-170 29-171,
29-12064.

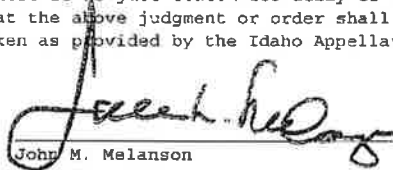
THIS RIGHT IS LIMITED TO THE IRRIGATION OF 60.0 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6)

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.

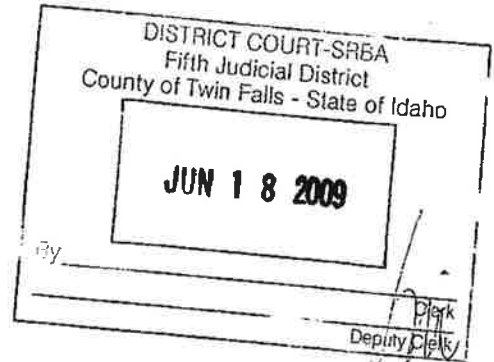

John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

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

In Re SRBA
Case No. 39576

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

Water Right 29-13726



NAME AND ADDRESS: NANCY VAN KAMPEN TRUST
166 E 350 S
LOGAN, UT 84321

SOURCE: DEMPSEY CREEK TRIBUTARY: PORTNEUF RIVER

QUANTITY: 1.62 CFS

THE RIGHTS LISTED BELOW ARE LIMITED TO A TOTAL COMBINED DIVERSION
RATE OF 1.62 CFS. COMBINED RIGHT NOS.: 29-170, 29-171, 29-12064,
AND 29-13726.

PRIORITY DATE: 08/07/1932

POINT OF DIVERSION: T10S R38E S04 NESWSW Within Bannock County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 10-31	1.62 CFS

PLACE OF USE:	Irrigation	Within Bannock County
	T09S R38E S29 SESE 2.2	
	S32 NENE 14.0	SENE 23.0
	S33 NENW 11.0	NWNW 31.0
	81.2 Acres Total	

THE RIGHTS LISTED BELOW ARE LIMITED TO THE IRRIGATION OF A
COMBINED TOTAL OF 81.2 ACRES IN A SINGLE IRRIGATION SEASON.
COMBINED RIGHT NOS.: 29-179, 29-171, 29-12064 AND 29-13726.

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

THE OPERATION AND ADMINISTRATION OF THIS WATER RIGHT IS SUBJECT
TO THE TERMS AND CONDITIONS OF THE PORTNEUF RIVER SETTLEMENT
AGREEMENT, BASIN 29: PORTNEUF RIVER FILED WITH THE SRBA DISTRICT
COURT APRIL 22, 2005, AND THE ADDENDUM TO THE AGREEMENT FILED
DECEMBER 17, 2007.

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).

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.

John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

OCEIVED

FEB 09 2007

DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 01 2007

Department of Water Resources
Eastern Region

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

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

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

Water Right No(s)	Adjudication Claim No(s)	Split
PD 29-00170		

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent, **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions): **PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.
3. Name and Address of Former Owner/Claimant(s) Jedd R. and Nancy Van Kampen
166 E. 350 S., Logan, Utah 84321
4. New Owner/Claimant(s) Nancy Van Kampen Trust, dated 9/30/2005
Nancy Van Kampen, Trustee
Name Connector (check one) ☐ and, ☐ or, ☐ and/or
- New Mailing Address 166 E. 350 S.
City, State, Zip code Logan, Utah 84321
New Telephone Number 435-752-7740
5. Date you acquired the property 9/30/2005

83246

6. If the change in ownership affects the entire water right for each water right or adjudication claim number list in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

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

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

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Nancy Van Kampen
Nancy Van Kampen, Trustee of the
Nancy Van Kampen Family Trust

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

For Office Use Only

Received by _____
Received by *jc*

Date _____
Date *2-1-07*

Fee *\$25-*
Receipt No. *E032585*

2
QUITCLAIM DEED

20522012

NANCY VAN KAMPEN, Grantor, of Logan, County of Cache, State of Utah, hereby Quitclaim Deed to Nancy Van Kampen, Trustee of THE NANCY VAN KAMPEN TRUST, dated the 30 day of September, 2005, Grantee, for the sum of TEN DOLLARS (\$10.00), the following described tracts of land located in Cache County, State of Utah subject to the encumbrances owned thereon, to-wit:

Land in Bannock County, Idaho

ALL OF BLOCKS 9, 10, AND 11, THUNDER CANYON ESTATES, DIVISION NO. 2, BANNOCK COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF BANNOCK COUNTY, IDAHO.

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 32, TOWNSHIP 9 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, LYING EAST OF BLOCK 10, AND SOUTH OF BLOCK 11, THUNDER CANYON ESTATES, DIVISION NO. 2, BANNOCK COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF BANNOCK COUNTY, IDAHO;

AND INCLUDING LOT 1 AND 2, BLOCK 7 AND LOT 1-R, BLOCK 8, THUNDER CANYON ESTATES DIVISION NO. 1, BANNOCK COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF BANNOCK COUNTY, IDAHO

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 9 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, LYING SOUTH AND WEST OF BLOCK 11, THUNDER CANYON ESTATES DIVISION NO. 2 AND INCLUDING LOT 2-R, BLOCK 8, THUNDER CANYON ESTATES DIVISION NO. 1, BANNOCK COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF BANNOCK COUNTY, IDAHO

EXCEPT DEMPSEY CREEK ROAD

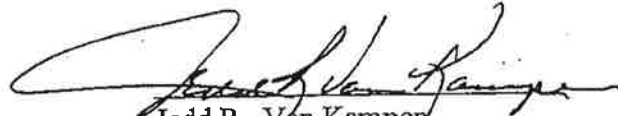
ALSO INCLUDING:

LOTS 1 AND 2, BLOCK 1, THUNDER CANYON ANNEX SUBDIVISION, BANNOCK COUNTY, IDAHO (A SUBDIVISION OF PART OF BLOCK 11, LOT 1 THUNDER CANYON ESTATES, DIVISION NO. 2) AS SHOWN BY THE OFFICIAL PLAT OF SAID SUBDIVISION FILED IN THE OFFICE OF THE RECORDER OF BANNOCK COUNTY, IDAHO.

THE SUCCESSOR TRUSTEES HAVE FULL RIGHTS TO SELL OR ENCUMBER THE PROPERTY HEREIN SET FORTH.

20522012

2-2
WITNESS the hands of said Grantor this 30 day of September, 2005.

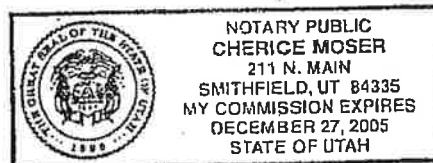

Jedd R. Van Kampen


Nancy Van Kampen

STATE OF UTAH)
SS:
COUNTY OF CACHE)

On the 30 day of September, 2005, personally appeared before me, Nancy Van Kampen the signer of the within instrument, who duly acknowledged to me that she executed the same.


Notary Public
My Commission Expires:



20522012
Nancy Van Kampen
RECORDED AT REQUEST OF
FEE 60 DEPUTY BP

2005 OCT 12 AM 8 23
OFFICIAL RECORD BK# 874
RECORDER
BANNOCK COUNTY IDAHO

832461

STATE OF UTAH - DEPARTMENT OF HEALTH

Access to information on this form is limited under the Utah Information Access Act

STATE OF UTAH - DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 03-055		STATE FILE NUMBER	
1. DECEDENT'S LEGAL NAME (Include AKAs, if any) (First, Middle, Last) Jedd Rigby VAN KAMPEN		2. SEX Male	3a. DATE OF DEATH (Mo., Day, Yr.) February 18, 2006
4. DATE OF BIRTH (Mo., Day, Yr.) March 7, 1950		5. AGE, Last Birthday (Years) 56	6. BIRTHPLACE (City & State or Foreign Country) Ogden, Utah
7. SOCIAL SECURITY NUMBER		8. PLACE OF DEATH (Check only one) ☐ 1. Inpatient ☐ 2. ER/Outpatient ☐ 3. D.O.A. ☐ 4. Nursing Home/Long term care facility ☒ 5. Decedent's Home ☐ 6. Other (specify)	
8b. NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY (If outside a facility, give street address or location) 166 East 350 South		9. COUNTY OF DEATH Cache	10. CITY, TOWN OR LOCATION OF DEATH Logan
9. WAS DECEDENT EVER IN THE U.S. ARMED FORCES? ☐ 1. Yes ☒ 2. No		10. MARITAL STATUS ☒ 1. Married ☐ 2. Widowed ☐ 3. Divorced ☐ 4. Single ☐ 5. Married, but separated ☐ 6. Unknown	
11. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage) Nancy Olson		12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do NOT enter retired.) Rancher	
12b. KIND OF BUSINESS OR INDUSTRY Cattle		13a. RESIDENCE - STREET AND NUMBER 166 East 350 South	
13b. STATE Utah		13c. COUNTY Cache	13d. CITY, TOWN, COMMUNITY, OR RURAL Logan
13e. ZIP CODE 84321		13f. INSIDE CITY LIMITS? ☒ 1. Yes ☐ 2. No	
14. FATHER'S NAME (First, Middle, Last) Rudolph Lincoln Van Kampen		15. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last) Afton Rigby	
16. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT (Street & Number, City, State, Zip) Nancy O. Van Kampen (Wife) 166 East 350 South, Logan, Utah 84321			
17. METHOD OF DISPOSITION ☒ 1. Entombment ☐ 2. Donation ☐ 3. Other ☐ 4. Burial ☐ 5. Cremation ☐ 6. Natural		18. DATE OF DISPOSITION February 23, 2006	
19. LOCATION OF DISPOSITION - City or Town, State Newton, Utah		20. FUNERAL HOME (Name and complete address) Nelson Funeral Home 162 East 400 North Logan, Utah 84321	
21. SIGNATURE OF FUNERAL SERVICE LICENSEE <i>Michael J. Peterson</i>		22. CERTIFIER (Check only one) ☒ 1. CERTIFYING PHYSICIAN: To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner as stated. ☐ 2. MEDICAL EXAMINER: On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, place and due to the cause(s) and manner as stated. M.E. Case No. _____ SIGNATURE & TITLE OF CERTIFIER <i>Ali Ben-Jacob, M.D.</i> LIC. NO. 292373 DATE SIGNED 2-20-06	
23a. NAME, ADDRESS AND ZIP CODE FOR PERSON WHO CERTIFIED THE CAUSE OF DEATH (Item 24) (Type/Print) Ali Ben-Jacob, M.D., 550 East 1400 North Suite W, Logan, Utah 84321		23b. DATE DECEASED WAS LAST ATTENDED BY PHYSICIAN 2-13-06	
24. PART I: Enter the chain of events, diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. IMMEDIATE CAUSE (Final disease or condition resulting in death) Advanced Colon Cancer DUE TO (OR AS A CONSEQUENCE OF) DUE TO (OR AS A CONSEQUENCE OF) DUE TO (OR AS A CONSEQUENCE OF) PART II: Other significant conditions contributing to death but not resulting in the underlying cause given in Part I			
25a. WAS AN AUTOPSY PERFORMED? ☐ 1. Yes ☒ 2. No		25b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? ☐ 1. Yes ☒ 2. No	
26. IN YOUR OPINION, TOBACCO USE BY THE DECEDENT: ☐ 1. Probably contributed to the cause of death ☐ 2. Was the underlying cause of death ☐ 3. Did not contribute to the cause of death ☒ 4. Is unknown in relation to the cause of death ☒ 5. NON USER		27. MANNER OF DEATH ☒ 1. Natural ☐ 2. Accident ☐ 3. Suicide ☐ 4. Homicide ☐ 5. Could not be determined ☐ 6. Pending investigation	
28. IF FEMALE ☐ 1. Not pregnant within past year ☐ 2. Pregnant at time of death ☐ 3. Not pregnant, but pregnant within 42 days of death ☐ 4. Not pregnant, but pregnant 43 days to 1 year before death ☐ 5. Unknown if pregnant within the past year		29. DATE OF INJURY (Mo., Day, Yr.) 2-13-06	
29a. LOCATION (Street or rural route number, city or town, county and state) UTAH		29b. PLACE OF INJURY - At home, farm, street, factory, office, building, etc. (Specify) At home	
29c. INJURY AT WORK? ☐ 1. Yes ☒ 2. No		29d. DESCRIBE HOW INJURY OCCURRED (Enter sequence of events which resulted in injury; NATURE OF INJURY should be entered in item 24) Motor vehicle accident	
30. WAS DECEDENT OF HISPANIC ORIGIN? (Check the box that best describes the decedent's race or ethnicity) ☐ 1. Yes ☒ 2. No ☐ 3. Unknown (If yes, check the box that best describes the decedent's race or ethnicity) ☐ 1. Yes, Mexican, Mexican American, Chicano ☐ 2. Yes, Cuban ☐ 3. Yes, Puerto Rican ☐ 4. Yes, other Spanish/Hispanic/Latino (Specify)		31. DECEDENT'S RACE (Check one or more races to indicate what the decedent considered himself or herself to be) ☒ 01. White ☐ 02. Black or African American ☐ 03. American Indian or Alaska Native (Name of the enrolled or principal tribe) ☐ 04. Chinese ☐ 05. Japanese ☐ 06. Native Hawaiian ☐ 07. Filipino ☐ 08. Other Asian (Specify) ☐ 09. Asian Indian ☐ 10. Korean ☐ 11. Vietnamese ☐ 12. Unknown ☐ 13. Other Pacific Islander (Specify) ☐ 14. Other (Specify)	
32. DECEDENT'S EDUCATION (Check the box that best describes the highest degree or level of school completed at the time of death) ☐ 0: None ☐ 1: 8th grade or less ☐ 2: 9th - 12th grade; no diploma ☐ 3: High School graduate or GED completed ☒ 4: Some college credit, but no degree ☐ 5: Associate degree (e.g., AA, AS) ☐ 6: Bachelor's degree (e.g., BA, BS, BSc) ☐ 7: Master's degree (e.g., MA, MS, MEd, MSc, MDiv, MFA) ☐ 8: Doctorate (e.g., PhD, EdD) or Professional degree (e.g., MD, DDS, DVM, LL.M., etc.) ☐ 9: Unknown		33. REGISTRAR'S SIGNATURE <i>Barry E. Nangle</i>	
34. DATE FILED (Mo., Day, Yr.) February 22, 2006			

USE PERMANENT BLACK INK

This is to certify that this is a true copy of the certificate on file in this office. This certified copy is issued under authority of section 26-2-22 of the Utah Code Annotated, 1953 As Amended.

Date Issued: FEB 22 2006

County: BEAR RIVER HEALTH DEPT

Registrar

Barry E. Nangle
DIRECTOR OF VITAL RECORDS

By



* 0 1 7 9 5 5 4 1 *

8324

Nancy Kallis



WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES. ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

THUNDER CANYON ESTATES

Division No. 2

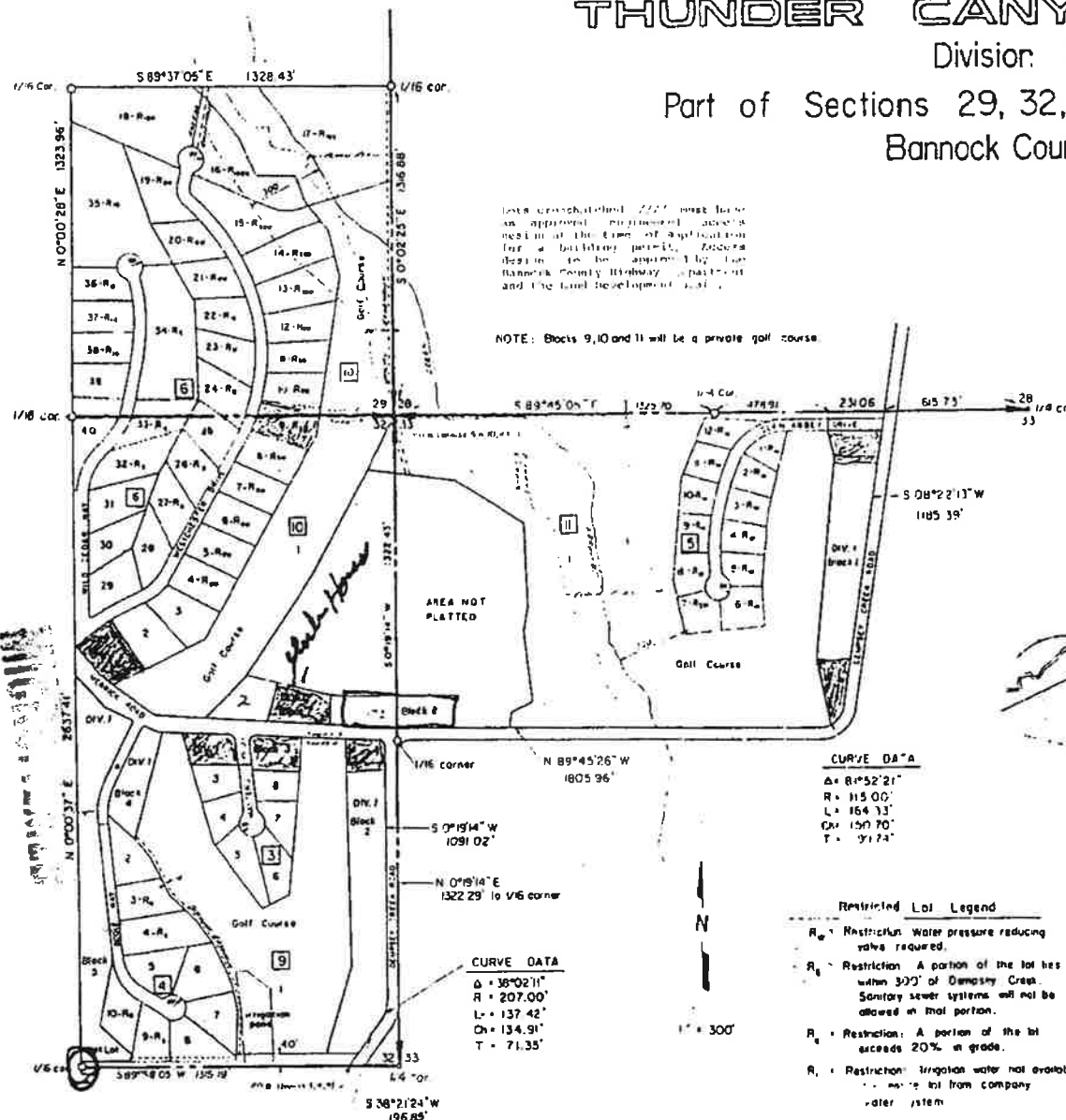
Part of Sections 29, 32, 33, T9S, R38EBM

Bannock County, Idaho

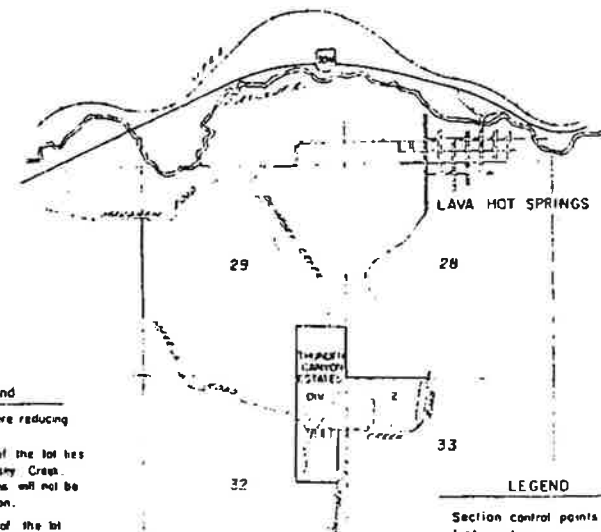
These drawings, dated 12/27/1988, were prepared and approved by the Surveyor General of the State of Idaho for a building permit. These drawings are to be approved by the Bannock County Highway Department and the Land Development Commission.

NOTE: Blocks 9, 10 and 11 will be a private golf course.

FLOOD PLAIN BOUNDARY LOCATION BASED ON SURVEYED CROSS-SECTIONS OF DENPSEY CREEK AND THE SURROUNDING AREA. FLOOD ELEVATIONS ARE BASED ON A PEAK FLOW FIGURE OF 3400 CFS AS CALCULATED AND SUPPLIED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.



VICINITY MAP



Restricted Lot Legend

- R₁ - Restriction: Water pressure reducing valves required.
- R₂ - Restriction: A portion of the lot lies within 300' of Denpsey Creek. Sanitary sewer systems will not be allowed in that portion.
- R₃ - Restriction: A portion of the lot exceeds 20% in grade.
- R₄ - Restriction: Irrigation water not available - no tie in from company water system.

LEGEND

- Section control points
- Lot numbers
- Block numbers
- Easement line

HARPER-MORGAN and ASSOCIATES
ENGINEERING
SURVEYING

P.O. BOX 441 - BLACKFOOT, IDAHO PHONE 338-1177

KEY MAP

1

6

83246

DEC 09 1991

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 29-08080

Priority: October 3, 1991

Maximum Diversion Rate: 0.21 CFS

Maximum Diversion Volume: 107.2 AF

It is hereby certified that THUNDER CANYON ESTATES OWNERS ASSN
803 VICTOR AVE
CHUBBUCK ID 83202 has complied with the terms and
conditions of the permit, issued pursuant to Application for Permit dated October 3, 1991; and has
submitted Proof of Beneficial Use on October 16, 1992. An examination indicates that the works have a
diversion capacity of 0.21 cfs of water from:

SOURCE

GROUND WATER

and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL DIVERSION VOLUME</u>
DOMESTIC	01/01 to 12/31	0.21 CFS	107.2 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SW¼SE¼NE¼ Sec. 32, Twp 09S, Rge 38E, B.M. BANNOCK County

PLACE OF USE: DOMESTIC

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S 38E 29																X	
09S 38E 32	X			X													
09S 38E 33					X	X											

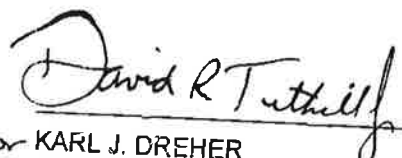
CONDITIONS OF APPROVAL

1. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
2. Domestic use is for 87 homes and 1 clubhouse.
3. Point of diversion is located within Lot 1, Blk. 5, Thunder Canyon Estates Division No. 2.
4. Place of use is located within Lots 1-8, Blk. 1; Lots 1-9, Blk. 2; Lots 1-2, Blk. 3; Lot 1, Blk. 4; and Lot 2, Blk. 5; Thunder Canyon Estates Division No. 1; and Lots 3-8, Blk. 3, Lots 2-10, Blk. 4, Lots 1-12, Blk. 5, and Lots 2-40, Blk. 6, Thunder Canyon Estates Division No. 2, and the clubhouse lot.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed and sealed this 23rd day of September, 2005.

83246

for 
KARL J. DREHER
Director

State of Idaho
Department of Water Resources
Water Right License
WATER RIGHT NO. 29-13732

PRIORITY: November 29, 2005

Maximum Diversion Rate: 0.05 CFS
Maximum Diversion Volume: 36.2 AF

It is hereby certified that:

THUNDER CANYON ESTATES OWNERS ASSN
PO BOX 563
LAVA HOT SPRINGS ID 83246

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated November 29, 2005, and has submitted Proof of Beneficial Use on February 29, 2016. An examination confirms water is diverted from:

SOURCE:
GROUND WATER

and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL DIVERSION VOLUME</u>
DOMESTIC	01/01 to 12/31	0.05 CFS	36.2 AF

LOCATION OF POINT(S) OF DIVERSION:GROUND WATER SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 32, Twp 09S, Rge 38E, B.M. BANNOCK County**PLACE OF USE: DOMESTIC**

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	38E	29																X	
09S	38E	32	X			X													
09S	38E	33					X	X											

CONDITIONS OF APPROVAL

- Domestic use under rights 29-8080 and 29-13732 when combined is limited to 87 homes and 107.2 af.
- The domestic use authorized under rights 29-8080 and 29-13732 shall not exceed 13,000 gallons per day per home.
- The irrigation occurring under the domestic use for rights 29-8080 and 29-13732 when combined shall not exceed 1/2 acre within each platted subdivision lot upon which a home has been constructed. This right does not provide for irrigation of common areas or for irrigation of lots upon which homes have not been constructed.
- After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

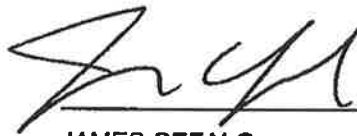
83246

State of Idaho
Department of Water Resources
Water Right License
WATER RIGHT NO. 29-13732

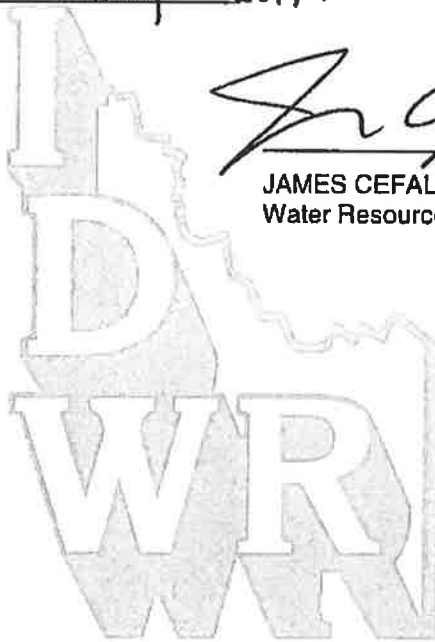
5. Point of diversion is located within Lot 1, Blk. 5, Thunder Canyon Estates Division No. 2.
6. Place of use is located within Lots 1-8, Blk. 1; Lots 1-9, Blk. 2; Lots 1-2, Blk. 3; Lot 1, Blk. 4; and Lot 2, Blk. 5; Thunder Canyon Estates Division No. 1; and Lots 3-8, Blk. 3, Lots 2-10, Blk. 4, Lots 1-12, Blk. 5, and Lots 2-40, Blk. 6, Thunder Canyon Estates Division No. 2.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

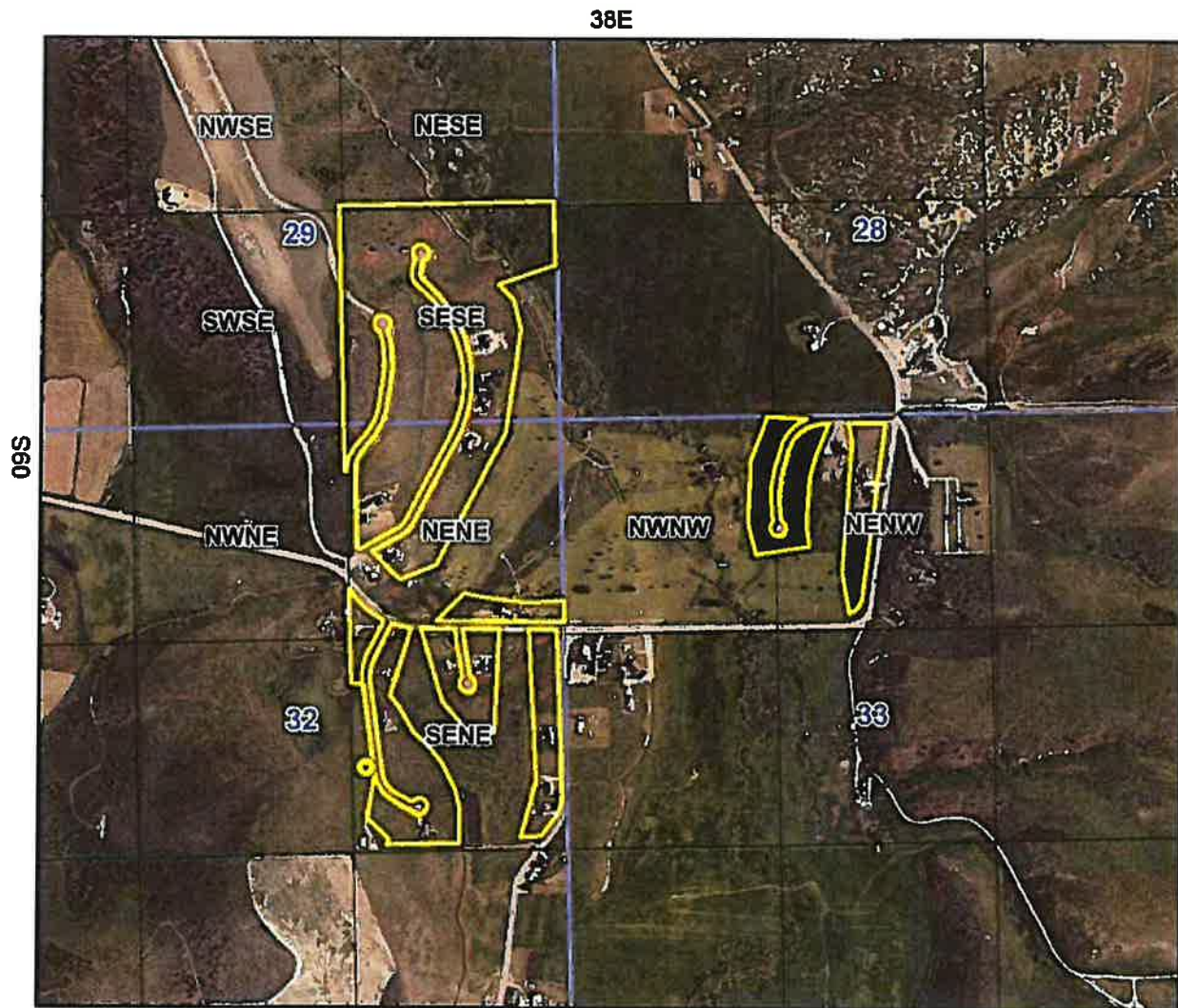
Signed this 3rd day of January 2017.



JAMES CEFALO
Water Resource Program Manager



State of Idaho
Department of Water Resources
Water Right License
29-13732



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

0 0.125 0.25 0.5 Miles



83246

29-170.171 & 12064 DECREE

- I. All Rts ARE DIVERTED AT SAME PDD IN SEC 4 105/304
NOT AS CLAIMED — C#3 (WITH OTHER Rts)
- II. WATER FROM ABOVE PDD IS DELIVERED THROUGH
WEST DOWSON DITCH. FLOWS NORTH TO A POND FROM
WHICH WATER IS PUT INTO A RIDELINE FOR GRAVITY
IRRIGATION.
- III. All Rts ARE USED AS PPV. ALL ACRES. ∴ EACH HAS
ACRE LIMITS BASED ON 0.02 cfs/ac PER 42-202 & 220
IC. AND A $E_{ac} = 81$. Q IS ALSO LIMITED AS ABOUT
AT 1.62 cfs WHEN ALL Rts ARE ON.
- IV. SINCE Rts ARE PPV BY COMMON SYSTEM C#5
IS APPROPRIATE.
- V. A SUBDIVISION IS PLATTED IN E²NE SEC. 32 AND ALSO
NENW OF SEC. 33. ALTHOUGH FEW HOUSES ARE BUILT.
OF THE FEW BUILT NO 40'S HAVE SURVIVED ∴
Cfs IS RECOMMENDED TO ALL ACRES — (81)

2011/12/29
ELECTRONICALLY RECORDED
DO NOT REMOVE THE COUNTY STAMPED
FIRST PAGE AS IT IS NOW INCORPORATED
AS PART OF THE ORIGINAL DOCUMENT.

OFFICIAL RECORD BOOK # 960
BANNOCK COUNTY IDAHO
FEE \$43.00 DEPUTY DQ
RECORDED AT REQUEST OF

Pioneer Title Pocatello

21119776

2011 Dec 29 PM 03:11:00

Electronically Recorded by Simplifile

REAL ESTATE MORTGAGE AND FIXTURE FILING

THIS MORTGAGE is made this 29 day of December, 2011, between JRC Holdings, Group, LLC, 9898 Merrick Road, Lava Hot Springs, Idaho 83246, hereinafter called "Mortgagor", and Nancy Van Kampen Family Trust, c/o Kurtis Van Kampen, Trustee, whose address is 3138 Westcliff Drive E., Colorado Springs, CO 80906, hereinafter called "Mortgagee".

WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property and all appurtenants and water rights situated in the County of Bannock, State of Idaho, to wit:

SEE LEGAL DESCRIPTION ATTACHED AS SCHEDULE A WHICH IS INCORPORATED HEREIN BY REFERENCE.

TOGETHER WITH: All fixtures, including, but not limited to, the following: all buildings, structures and improvements and the irrigation system which is hereby declared appurtenant to and located on the real property described on the attached Schedule A.

This real estate mortgage is also intended to be a security agreement and fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

TOGETHER WITH: all buildings, structures, equipment, futures and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, for irrigation, livestock and domestic purposes, including irrigation and watering equipment and systems, ditches, laterals, pumps, irrigation equipment, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph B.3 hereof.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note executed by Mortgagor at the times, in the manner and with interest as therein set forth.

Promissory Note of even date herewith with a maturity date of May 1, 2022 with a principal amount of [REDACTED]
[REDACTED]

(2) the payment of such additional loans or advances, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to any parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans, advances, guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; (3) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; (4) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and (5) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

A. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

1. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.

2. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

3. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

4. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.

5. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.

6. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears

to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, appraisal, and environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.

7. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.

8. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released, threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires

any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the property that are partially or entirely below the ground surface;

(v) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (i) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including, but not limited to, Claims arising out of loss of life, injury to persons, trespass or damage to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (I) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including, but not limited to, enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (I) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully

with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.

2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.

3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.

4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act

done pursuant to such notice.

5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall, immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.

6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

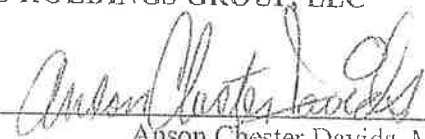
7. This Mortgage and the Promissory Note applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.

8(a) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (b) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

(b) A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

JRC HOLDINGS GROUP, LLC

By: 

Anson Chester Davids, Member

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STATE OF IDAHO)

County of Bannock :ss

On this 29 day of December, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Anson Chester Davids, known or identified to me to be the Member of JRC Holdings Group, LLC, who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.

(seal)



Stephanie Crowder
NOTARY PUBLIC FOR Idaho
Residing at: Linkorn Id
My Commission Expires: 4-25-12

SCHEDULE "A"
LEGAL DESCRIPTION OF THUNDER CANYON GOLF
COURSE REAL PROPERTY

Bannock County, Idaho:

All of Blocks 9, 10, and 11, Thunder Canyon Estates, Division No. 2, Bannock County, Idaho, as the same appears on the official plat thereof, filed in the Office of the County Recorder of Bannock County, Idaho.

All that portion of the Northeast Quarter of the Northeast Quarter, Section 32, Township 9 South, Range 38 East, Boise Meridian, Bannock County, Idaho, lying east of Block 10, and south of Block 11, Thunder Canyon Estates, Division No. 2, Bannock County, Idaho, as the same appears on the official plat thereof, filed in the Office of the County Recorder of Bannock County, Idaho.

And including Lot 1 and 2, Block 7 and Lot 1-R, Block 8, Thunder Canyon Estates Division No. 1, Bannock County, Idaho, as the same appears on the official plat thereof, filed in the Office of the County Recorder of Bannock County, Idaho.

All that portion of the Northwest Quarter of the Northwest Quarter of Section 33, Township 9 South, Range 38 East, Boise Meridian, Bannock County, Idaho, lying south and west of Block 11, Thunder Canyon Estates Division No. 2 and including Lot 2-R, Block 8, Thunder Canyon Estates Division No. 1, Bannock County, Idaho, as the same appears on the official plat thereof, filed in the Office of the County Recorder of Bannock County, Idaho.

Excluding:

LOTS 1 AND 2, BLOCK 1, THUNDER CANYON ANNEX SUBDIVISION, BANNOCK COUNTY, IDAHO (A SUBDIVISION OF PART OF BLOCK 11, LOT 1 THUNDER CANYON ESTATES, DIVISION NO. 2) AS SHOW BY THE OFFICIAL PLAT OF SAID SUBDIVISION FILED IN THE OFFICE OF THE RECORDER OF BANNOCK COUNTY, IDAHO.

add

954

Shape File Lots 32
Foreclosure 1987: 26
Prospective Foreclosure: 6

llh

DaLon Esplin
Law Offices
HAWKES, ESPLIN & BURNHAM
P.O. Box 4189
Pocatello, Idaho 83205
Telephone: (208) 232-7800

800259

5-1

Counsel for Plaintiff

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
STATE OF IDAHO
BANNOCK COUNTY

COPPER STATE THRIFT & LOAN,
COMPANY,

Plaintiff,

vs.

CLAIR W. ANDERSON and JANET A.
ANDERSON, husband and wife,
JOHN J. HARPER and CAROLYN
HARPER, husband and wife,
D. NEIL MORGAN and JULIA A.
MORGAN, husband and wife,
M. DEAN ANDERSON and SUSAN D.
ANDERSON, husband and wife,
PAUL D. BIENIASZ and ROBIN
HIRSCH, husband and wife, ILENE
MEADOWS, HARPER-LEAVITT
ENGINEERING, INC., formerly
known as HARPER-MORGAN &
ASSOCIATES, INC., FEDERAL
DEPOSIT INSURANCE CORPORATION
as Receiver for FIRST BANK &
TRUST COMPANY OF IDAHO, PHILLIPS
INDUSTRIES, INC., and JOHN
DOES 1-50,

Defendants.

Case No. 39901-C

SHERIFF'S CERTIFICATE
OF SALE OF REAL
PROPERTY

STATE OF IDAHO)
) ss. 5-2
COUNTY OF BANNOCK)

800259

Pursuant to a Writ of Execution and Order of Sale issued in this case on July 28, 1987, I was commanded to attach and sell the real property mortgaged by Defendants Clair W. Anderson and Janet A. Anderson, husband and wife, to satisfy the Judgment and the Decree of Foreclosure in this case including the costs and interest accruing through the date of sale. I attached the following described real property by recording the Notice of Attachment with the Bannock County Recorder on July 29, 1987. I gave notice of Sheriff's Sale as required by law. I mailed the Notice of Sheriff's Sale to each of the following listed Defendants at their last known addresses:

Clair W. Anderson
Lava Hot Springs, Idaho 83246

Harper-Leavitt Eng. Inc.
800 West Judicial
Blackfoot, Idaho 83221

Janet A. Anderson
Lava Hot Springs, Idaho 83246

M. Dean Anderson
19 South 860 East
Orem, Utah 84058

John J. Harper
675 South Adams
Blackfoot, Idaho 83221

Susan D. Anderson
19 South 860 East
Orem, Utah 84058

Carolyn Harper
675 South Adams
Blackfoot, Idaho 83221

Ilene Meadows
Lava Hot Springs, ID 83246

D. Neil Morgan
762 West Highway 39
Blackfoot, Idaho 83221

Martha Hicks, Attorney For
Federal Deposit Ins. Corp.
2525 S. W. First Avenue
Suite 100
Portland, Oregon 97201

Julia A. Morgan
762 West Highway 39
Blackfoot, Idaho 83221

956

5.3

800259

On August 25, 1987, at the time and place advertised in the Notice of Sheriff's Sale, I sold the following real property at public auction to the highest and best bidder,

to Copper State Thrift and Loan Co.
the Plaintiff

for the sum of \$ 395,083.76, which was the total price paid for the real property including all the right, title and interest of the Defendants listed above, all persons claiming through the listed Defendants, and all persons claiming an interest subsequent to the recording of the Lis Pendens with the Bannock County Recorder as Instrument No. 772827 on May 30, 1986.

The real property is described as:

Township 9 South, Range 38 E.B.M., Bannock County, Idaho,

Section 29: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 32: E $\frac{1}{2}$ NE $\frac{1}{4}$

Section 33: N $\frac{1}{2}$ NW $\frac{1}{4}$ Except that portion lying east of the now existing Dempsey Creek Road; Also excepting Lots 1R and 8R in Block 1, Lot 1 in Block 2, and Lots 1 and 2 in Block 3 all in Thunder Canyon Estates Division No. 1, and Lot 1, Block 6 of Thunder Canyon Estates Division No. 2, Bannock County, Idaho.

EXCLUDING:

→ Lot 9 in Block 6 of Thunder Canyon Estates Division No. 2, according to the official plat thereof, filed in the Office of the County Recorder, Bannock County, Idaho:

957

5-4

800259

Shape File →

ALSO EXCLUDING:

Lots 4 and 5, Block 5, Thunder Canyon Estates, Division 2, according to the official plat thereof, filed in the Office of the County Recorder, Bannock County, Idaho.

Outside Shape File →

Lots 6, 7, 8, Block 4, Thunder Canyon Estates, Division 2, according to the official plat thereof, filed in the Office of the County Recorder, Bannock County, Idaho.

The above described real property is more than 20 acres and is sold subject to redemption within one year from the date of sale pursuant to Idaho law. The above described real property is sold subject to redemption by the Federal Deposit Insurance Corporation within one year of the Sheriff's Sale, pursuant to 28 U.S.C. §2410.

DATED this 27 day of August, 1987.

BANNOCK COUNTY SHERIFF

by:

James Davis
(Deputy)

STATE OF IDAHO)
) ss
COUNTY OF BANNOCK)

On this 27 day of August, 1987,

James Davis, known to me to be the
person whose name is subscribed to the within instrument as

958

5-5

800259

Deputy to the Bannock County Sheriff, personally appeared
before me and acknowledged that he executed the same.

(Seal)

Kary L. King
NOTARY PUBLIC for Idaho
Residing at Pocatello, Idaho
My Commission Expires: 21 November 1992

NO. **800259**
RECORDED AT REQUEST OF
Jim Davis/Sheriff's Office

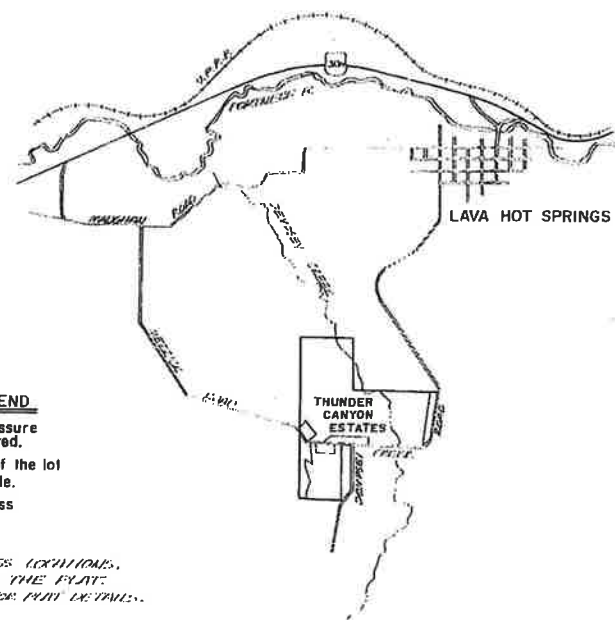
'87 AUG 27 AM 11:32

OFFICE 470
LARRY W. DEPUTY
FEE 15.00 DEPUTY 270
WTC

PART OF E. 1/2, N.E. 1/4, SECTION 32 & N. 1/2, N.W. 1/4, SECTION 33, T.9S., R.38E.B.M.
BANNOCK COUNTY, IDAHO

SCALE 1" = 300'

SECTION CONTROL POINTS
LOT NUMBERS
BLOCK NUMBERS
EASEMENT LINE



R_W = Restriction: Water pressure
reducing valve required.

R_G = Restriction: A portion of the lot
exceeds 20% in grade.

R_A = Restriction: To Access

NOTE:
RESTRICTED LOT ACCESS LOCATIONS,
ONLY AS INDICATED ON THE PLAT.
SEE SHEETS 2 and 4 FOR PLAT DETAILS.



姓名: 张江
 性别: 男
 年龄: 21
 职业: 学生
 住址: 上海

KEY MAP

1
4

4230

WARRANTY DEED 91001145

FOR VALUE RECEIVED CLAIR W. ANDERSON and JANET A. ANDERSON
Husband and wife

The Grantors, do hereby grant, bargain, sell and convey unto

GARY R. ELLIS and NANCY L. ELLIS
Husband and wife

The Grantee s, whose address is Route 3 Box 3179, Fulton, MO 65251 (mailing)

the following described premises, to-wit:

Lot 2-RA in Block 3 of THUNDER CANYON ESTATES DIVISION NO. 1, Bannock County, Idaho, as the same appears on the official plat thereof, filed in the office of the County Recorder of Bannock County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee s, that they are the owner s in fee simple of said premises; that said premises are free from all encumbrances except covenants, conditions, restrictions and easements of record and any assessments for the year 1991, which are not yet due and payable

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

Dated: January 30, 1991

Clair W. Anderson

Janet A. Anderson

STATE OF IDAHO, COUNTY OF BANNOCK

On this 30 day of January, 19 91
before me, a notary public in and for said State, personally appeared

Clair W. Anderson and
Janet A. Anderson

known to me 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 Chubbuck, Idaho
Comm. Expires 7-6-94

PIONEER TITLE COMPANY
OF BANNOCK COUNTY
Pocatello, Idaho - 208-233-9595

91001145

NO. RECORDED

PIONEER TITLE

'91 JAN 30 P4:21

536
18

463

WARRANTY DEED

706091 *42*

FOR VALUE RECEIVED

CLAIR W. ANDERSON and JANET A. ANDERSON, husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto
 THERON W. FOSTER and MYRNA K. FOSTER, husband and wife

the Grantee s, whose address is *Rabbit Creek Road Inkum, Idaho 83245*

the following described premises, to-wit:

Lot 8RW in Block 1 of THUNDER CANYON ESTATES, DIVISION NO. 1, Bannock
 County, Idaho, as the same appears on the official plat thereof, in the
 office of the County Recorder of Bannock County, Idaho.

SUBJECT TO:

A Mortgage dated May 6, 1970, in favor of the United States of America,
 acting through the Farmers Home Administration, United States Department of
 Agriculture, recorded September 18, 1970, as Instrument No. 473266.

A Mortgage dated April 28, 1971, in favor of the United States of
 America, acting through the Farmers Home Administration, United States
 Department of Agriculture, recorded August 25, 1977, as Instrument
 No. 582751.

A Mortgage dated November 2, 1981, in favor of Downey State Bank,
 recorded November 5, 1981, as Instrument No. 678154.

ALSO SUBJECT TO:

Taxes, easements, restrictions, covenants, encumbrances and assessments as
 shown of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
 their heirs and assigns forever. And the said Grantors do hereby covenant to
 and with the said Grantee s, that they are the owner in fee simple of said premises; that
 said premises are free from all encumbrances except covenants, conditions, restrictions and
 easements of record and any assessments for the year 1983, which are not yet due
 and payable,

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

Dated: *April 14, 1983*

Clair W. Anderson
 CLAIR W. ANDERSON

Janet A. Anderson
 JANET A. ANDERSON

STATE OF IDAHO, COUNTY OF Bannock

On this *15* day of April, 1983,
 before me, a notary public in and for said State, personally
 appeared

CLAIR W. ANDERSON and
 JANET A. ANDERSON, 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.

[Signature]
 NOTARY SEAL

Notary Public

Residing at _____, Idaho
 Comm. Expires _____

STATE OF IDAHO COUNTY OF

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By

Fee
 Mail

record

m.

NO. *706091*
 OF
 Pioneer Title Co.
 '83 APR 18 P3:28

323
 OFFICE OF THE COUNTY CLERK
 BANNOCK COUNTY, IDAHO
 LARRY W. SHAW, RECORDER
 FEE *2.00* DEPUTY *32*

Lot 1 Block 1

112-1

WARRANTY DEED

700428

FOR VALUE RECEIVED Clair W. Anderson and Janet A. Anderson, husband and wife.

the Grantors do hereby grant, bargain, sell and convey unto Ralph W. Rossiter and Maxine I. Rossiter, husband and wife.

the Grantees, whose address is West Fife Street, Lava Hot Springs, Idaho

the following described premises, to-wit: Lot number 1, block number 1 in Thunder Canyon Estates, division number 1, Bannock County, Idaho, as the same appears on the official plat thereof, filed in the office of the County Recorder, Bannock County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s . their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances except reservations of record, easements of record and assessments of record but not yet due or payable

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

Dated: Jan 5th 1983

Clair W. Anderson
Janet A. Anderson

STATE OF IDAHO, COUNTY OF Bannock

On this 5th day of January, 1983, before me, a notary public in and for said State, personally appeared Clair W. Anderson and Janet A. Anderson, husband and wife.

known to me to be the person s who se name s Are subscribed to the within instrument, and acknowledged to me that They executed the same.

Douglas R. Burdick
Notary Public

Residing at Pocatello
Comm. Expires 1984

, Idaho

STAT

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By

Fees \$

Mail to:

NO. 700428
RECORDED AT REQUEST OF
PIONEER TITLE

JAN 5 3 08 PM '83

OFFICIAL RECORD BOOK 387
BANNOCK COUNTY IDAHO
S. HEN ANDERSON, CLERK
FEE \$2.00, DEPUTY

record

m.

uty.

PIONEER TITLE COMPANY

83246

WARRANTY DEED

707230

FOR VALUE RECEIVED

CLAIR W. ANDERSON and JANET A. ANDERSON, husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto

PHILIP E. BEESON and LEE ANN BEESON, husband and wife

the Grantees, whose address is 17 North 4th Avenue West, Lava Hot Springs, Idaho 83424

the following described premises, to-wit:

Lot 1-RA in Block 3 of THUNDER CANYON ESTATES, DIVISION NO. 1, Bannock County, Idaho, as the same appears on the official plat thereof, in the office of the County Recorder of Bannock County, Idaho.

SUBJECT TO:

Taxes, easements, restrictions, covenants, encumbrances and assessments as shown of record.

A Mortgage to dated September 18, 1970, in favor of United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, recorded September 18, 1970, as Instrument No. 463266, records of Bannock County, Idaho.

A Mortgage dated August 25, 1977, in favor of United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, recorded August 25, 1977, as Instrument No. 582751, records of Bannock County, Idaho.

A Mortgage dated November 2, 1981, in favor of Downey State Bank, recorded November 3, 1981, as Instrument No. 678154, records of Bannock County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owner in fee simple of said premises; that said premises are free from all encumbrances except covenants, conditions, restrictions and easements of record and any assessments for the year 1983 which are not yet due and payable,

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

Dated May 4, 1983

CLAIR W. ANDERSON

JANET A. ANDERSON

STATE OF IDAHO, COUNTY OF Bannock

On this 5th day of May, 1983, before me, a notary public in and for said State, personally appeared

CLAIR W. ANDERSON and
JANET A. ANDERSON

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

Residing at _____, Idaho
Comm. Expires _____

d for record

clock m.

NO. 707230
Pioneer Title Co.

83 MAY -6 AM 11:51

394

NOTARY SEAL
LAURENCE A. BISHOP
REC 200

puty.

Mail to: Grantee

PIONEER TITLE COMPANY
OF BANNOCK COUNTY
Pocatello, Idaho - 208-233-9595

33191

1485 WARRANTY DEED

702533 72

FOR VALUE RECEIVED Clair W. Anderson and Janet A. Anderson
husband and wife

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

Lloyd K. Wilson and Judy A. Wilson, husband and wife

the Grantee^s, whose address is Star Route, Bancroft, Idaho

the following described premises, to-wit:

Lot 1 in Block 2 of THUNDER CANYON ESTATES, DIVISION NO. 1,
Bannock County, Idaho, as the same appears on the official
plat thereof of record in the office of the County Recorder
of Bannock County, Idaho.

SUBJECT TO that certain Mortgage executed by Thunder Canyon
Recreation Corporation recorded September 18, 1970 as Instru-
ment No. 473266 records of Bannock County, re-recorded May 7,
1970 as Instrument No. 469706, re-recorded May 14, 1970 as
Instrument No. 469864, records of Bannock County, Idaho.

SUBJECT TO that certain Mortgage executed by Thunder Canyon
Recreation Corporation recorded July 2, 1971 as Instrument No.
481654, records of Bannock County, Idaho.

SUBJECT TO that certain Mortgage executed by Clair W. and Janet
A. Anderson recorded November 5, 1981 as Instrument No. 678154
records of Bannock County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee^s,
they heirs and assigns forever. And the said Grantor^s do hereby covenant to
and with the said Grantee^s, that the owner^s in fee simple of said premises; that
said premises are free from all encumbrances except reservations of record, easements of
record and any assessments for the year 1983 which are not yet due or payable.

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

Dated:

Clair W. Anderson
Clair W. Anderson
Janet A. Anderson
Janet A. Anderson

STATE OF IDAHO, COUNTY OF BANNOCK

On this 15 day of January, 1983,
before me, a notary public in and for said State, personally
appeared

Clair W. Anderson and Janet A. Anderson
husband and wife

NOTARY SEAL

known to me to be the person^s who name^s are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Indira B. [Signature]
Notary Public

Residing at Pocatello, Idaho
Comm. Expires

NO 702533
OFFICER AT REQUEST OF
PIONEER TITLE
83 FEB 15 P2:50
OFFICIAL RECORD BK NO. 390
BANNOCK COUNTY, IDAHO
LARRY W. GHAN RECORDER
FEE 2.00 DEPUTY [Signature]

Mail to:

PIONEER TITLE COMPANY
OF BANNOCK COUNTY
Pocatello, Idaho - 208-233-1621

83246

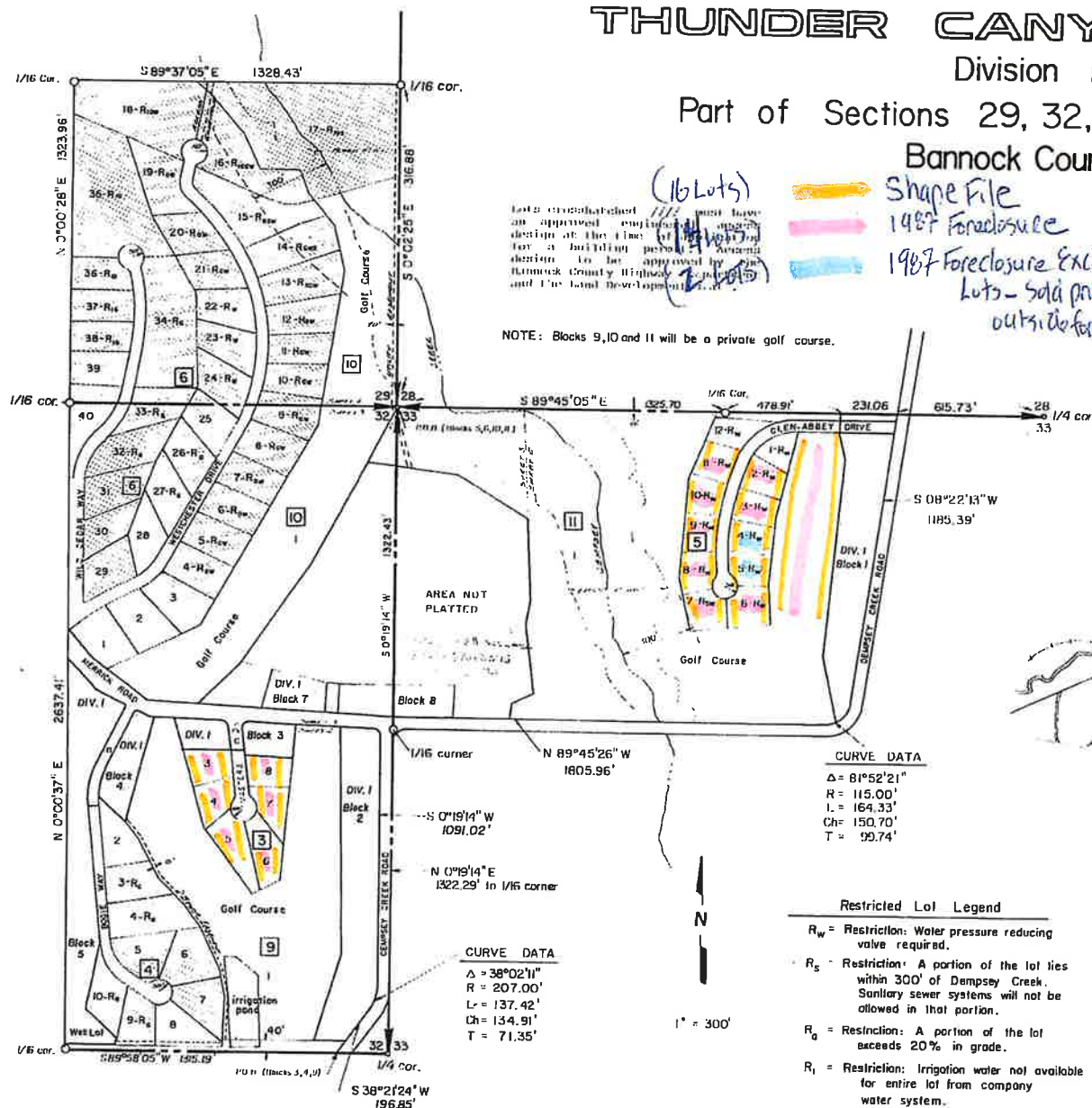
Bannock County, Idaho

lots established 112 must have an approved engineering design at the time of the application for a building permit. A second design to be approved by the Blumock County Highway Department and the local development

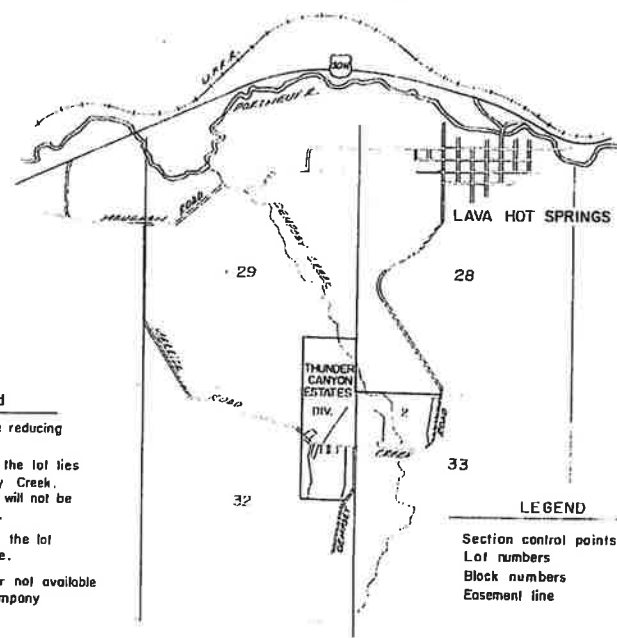
Luts - Sold prior to / outside foreclosure

FLOOD PLAIN BOUNDARY LOCATION BASED ON SURVEYED CROSS-SECTIONS OF DEMPSEY CREEK AND THE SURROUNDING AREA. FLOOD ELEVATIONS ARE BASED ON A PEAK FLOW FIGURE OF 3400 C.F.S. AS CALCULATED AND SUPPLIED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

NOTE: Blocks 9,10 and 11 will be a private golf course.



VICINITY MAP



Restricted Lol Legend

R_w = Restriction: Water pressure reducing valve required.

R₅ - Restriction: A portion of the lot lies within 300' of Dempsey Creek. Sanitary sewer systems will not be allowed in that portion.

R_g = Restriction: A portion of the lot exceeds 20% in grade.

R₁ = Restriction: Irrigation water not available for entire lot from company water system.

LEGEND

Section control points
Lot numbers
Block numbers
Easement line

HARPER-MORGAN and ASSOCIATES
ENGINEERING
SURVEYING
P. O. BOX 441 • BLACKFOOT, IDAHO 83201
PHONE 208-785-3977

15076
 DATE: Submitted 5 June 1963
 FROM: MJT, KIL, HDJ
 TO: F. Neil Morgan, (F-100)
 RE:

KEY MAP

1

83246

DEED

730362

For value received CLAIR W. ANDERSON AND JANET A. ANDERSON, husband and wife, the grantors, do hereby grant, bargain, sell and convey unto D. NEIL MORGAN AND JULIA A. MORGAN husband and wife, the grantees, whose current address is Route 2 Box 267, Blackfoot, Idaho the following described premise, to-wit:

Lot 4, Block 5, Thunder Canyon Estates Division No. 2, Bannock County, Idaho as the same appears on the official plat thereof, filed in the office of the County Recorder of Bannock County, Idaho.

Subject to Reservations in the United States Patent, existing and recorded rights-of-way, zoning and building ordinances.

And that said premises are free, clear, discharged, and unincumbered of and from all former and other grants, titles, charges, estates, judgements, taxes, assessments, and incumbrances, of whatever nature or kind except as hereinabove set forth.

Dated: September 15, 1983


CLAIR W. ANDERSON


JANET A. ANDERSON

STATE OF IDAHO)
: ss
COUNTY OF)

On this 13 day of September, 1983, before me, a notary public in and for said State, personally appeared CLAIR W. ANDERSON and JANET A. ANDERSON, husband and wife, known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they have executed the same.

(SEAL)


Notary Public for Idaho
Residing at HAWAII SPRINGS

730362

NO. _____
PROPERTY OF _____

Morgan Pasture Enterprises
'84 JUN -5 A11:21

OFF. CL. REC. BOOK NO 409
BANNOCK COUNTY, IDAHO
LARRY W. GHAN RECORDER
FEE 2.00 DEPUTY SA _____

88246

DEED

1535

752184

For value received CLAIR W. ANDERSON AND JANET A. ANDERSON, husband and wife, the grantors, do hereby grant, bargain, sell and convey unto JOHN J. HARPER AND CAROLYN HARPER husband and wife, the grantees, whose current address is 675 South Adams, Blackfoot, Idaho the following described premise, to-wit:

Lot 5, Block 5, Thunder Canyon Estates Division No. 2, Bannock County, Idaho as the same appears on the official plat thereof, filed in the office of the County Recorder of Bannock County, Idaho.

Subject to Reservations in the United States Patent, existing and recorded rights-of-way, zoning and building ordinances.

And that said premises are free, clear, discharged, and unincumbered of and from all former and other grants, titles, charges, estates, judgements, taxes, assessments, and incumbrances, of whatever nature or kind except as hereinabove set forth.

Dated: September 15, 1983

Clair W. Anderson

CLAIR W. ANDERSON

Janet A. Anderson

JANET A. ANDERSON

STATE OF IDAHO)
: ss
COUNTY OF)

On this 13 day of September, 1983, before me, a notary public in and for said State, personally appeared CLAIR W. ANDERSON and JANET A. ANDERSON, husband and wife, known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they have executed the same.

752184

NO. 752184 OF
RECORDED
John Harper

'85 JUN 27 P1:02

OFFICE OF THE COUNTY RECORDER
BANNOCK COUNTY, IDAHO
LARRY W. SHAN RECORDER
OFF 2.00 DEPUTY sh



John Harper
Notary Public for Idaho
Residing at Blackfoot, Idaho



Holden Kidwell
Hahn & Crapo P.L.L.C.
L A W O F F I C E S

1000 Riverwalk Drive, Suite 200
PO Box 50130
Idaho Falls, Idaho 83405

Tel: (208) 523-0620
Fax: (208) 523-9518
www.holdenlegal.com

Email: rharris@holdenlegal.com

RECEIVED

APR 02 2019

Department of Water Resources
Eastern Region

April 2, 2019

James Cefalo
Idaho Department of Water Resources
Eastern Region Office
900 N. Skyline Dr., Ste. A
Idaho Falls, ID 83402

Re: Application for Transfer for Water Right Nos. 29-170, 29-171, 29-12064, and 29-13726 in the Name of The Nancy Van Kampen Trust.

Dear James:

I believe you have become with familiar with, or at least are aware of, the above-referenced water rights which are used on the Lava Hot Springs Golf Course. There was some recent inquiry from the prior owner of the golf course, JRC Holdings Group, LLC, concerning water right ownership. Those communications were primarily had with Jonie. For this reason, I am providing this transfer to you, even though I recognize that you may assign processing of the transfer to another agent in your office.

Stated simply, this transfer proposes to amend and reduce the place of use for the above-referenced water rights to follow current property boundaries outside of certain subdivision lots. The Nancy Van Kampen Trust possesses a real estate mortgage and fixture filing, a copy of which is included with this letter, which it has foreclosed against JRC Holdings Group, LLC. With the property now held in the name of the trust, we feel it is an appropriate time to correct the place of use of the above-referenced water rights. Because of a projection error associated with the place of use for Water Right Nos. 29-8080 and 29-13732 (the subdivision ground water rights), we have shifted the place of use so that our place of use matches up with where we believe the actual boundaries are. Because the transfer only proposes to amend the place of use, and there are no changes to the point of diversion, we believe that this transfer could be processed by the Department without the need to advertise it. If you disagree with our conclusion, please let me know and please describe the basis for that conclusion.

While we recognize, as a general matter, the Department requires a statement or even a Quitclaim Deed for a water right where the GIS shapefile that crosses onto residential lot boundaries, we have submitted a number of documents at Attachment 10 to this transfer supporting our position that no such documents are necessary. Further, to the extent that such documents are believed to be necessary by the Department, it would be difficult to obtain those statements because

of the number of lot owners that would need to be contacted. Our position is supported by the following rationale.

Partial decrees were issued in the Snake River Basin Adjudication for two of the above-referenced water rights in 2004, for Water Right No. 29-170 in 2008, and for Water Right No. 29-13726 in 2009. The water rights were decreed in the name of Jed Van Kampen and Nancy Van Kampen who are husband and wife. Following Jed Van Kampen's death, Nancy submitted ownership change documents to where the water rights are now all held in the name of the Nancy Van Kampen Trust. We have included the ownership change documents that were submitted to the Department. Additionally, we have included the subdivision plat submitted along with the Application for Permit for Water Right No. 29-8080. This submission was made in 1992, which is evidence that the subdivision existed or was developed at around that time. Accordingly, by the time the partial decrees were entered in the Snake River Basin Adjudication, the subdivision was existing, and no residential lot owners submitted a *Notice of Change of Water Right Ownership* seeking a portion of the above-referenced surface water rights. In fact, we have included notes from Al Ruberry, a Department agent investigating the claims for these water rights, who notes at the very bottom of his page, "Although few houses are built, of the few built, no c/o's have surfaced." The "c/o" reference is a reference to "change of ownership." Accordingly, it is our position that ownership was investigated as part of the SRBA review and ultimately it was concluded that the water rights should still be decreed in the Van Kampens' name. Finally, it is clear from the water right licenses for 29-8080 and 29-13732 that the outside irrigation of the subdivision lots is provided by ground water diverted under these water rights. This is supported by the fact that there is no secondary pressurized irrigation system or other delivery mechanism to provide surface water to these subdivision lots. On these bases alone, we believe that there is sufficient authority for the Department to process this transfer and update the place of use for the surface water rights accordingly. Doing so will be of immense benefit to the applicant, as it may convey title to the golf course in the future to another entity. Having this issue resolved now will be beneficial for both the Trust and any potential new owner.

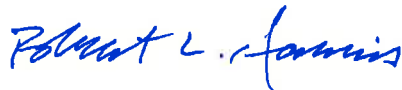
To the extent the Department does not believe the enclosed documents provide a sufficient basis for the Department to update the place of use for the surface water rights, and the basis for the Department's position relates to ownership, we previously discussed a decision from Judge Wildman in the *Cash v. Cash* matter regarding his opinion of ownership, which it that it was an element decreed in the Snake River Basin Adjudication and that any of the lot owners who believed they were entitled to a sliver of these surface water rights should have submitted a *Notice of Change of Water Right Ownership*. Accordingly, this is an additional legal basis in support of our position.

We appreciate your attention to this matter. Enclosed is the correct filing fee of \$580 associated with these water rights as they collectively have a combined diversion rate limitation of

James Cefalo
April 2, 2019
Page 3 of 3

1.62 cfs. On that note, please be aware that while we are reducing the place of use from an 81.2-acre permissible place of use to a standard 71.9-acre place of use, we do not desire to have any reduction in the diversion rate to account for ditch losses associated with the West Dempsey Ditch through which the water is delivered.

Best regards,



Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

Enclosures

g:\wpdata\rlh\20349-000 van kampen family trust\transfer\2019.04.02 cefalo ltr.docx