

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
APR 05 2019
APR 05 2019
WATER RESOURCES
WESTERN REGION

RECEIVED
MAR 21 2019
WATER RESOURCES
WESTERN REGION
RSION

APPLICATION FOR TRANSFER OF WATER RIGHT – POINT(S) OF DIVERSION

This form may be used to apply to change and/or add points of diversion for existing water rights and to report an ownership change for a water right(s) in connection with the proposed point of diversion change(s). Do not use this form to apply for changes to other elements of a water right. See the [Application for Transfer Instructions](#) for help completing this form and for mailing addresses of Department offices where your application can be submitted.

Check all that apply:

- ☐ Change diversion point(s) ☒ Add diversion point(s) ☐ Ownership change ☐ Ownership split
☐ Transfer is for changes pursuant to Idaho Code § 42-221.O.8. Attach an explanation and any supporting documentation.

1. APPLICANT(S) Star Sewer & Water District Phone 208-286-7388

2. MAILING ADDRESS PO Box 400 City Star

State ID Zip 83669 Email TEstrada@StarSWD.com

- ☐ If the applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign for the applicant.
- ☐ If the applicant is not the current water right(s) owner, attach documentation of authority to file the application.
- ☐ If the application includes a change in ownership of water right(s), attach a copy of the conveyance document, such as a warranty deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property conveyed or description of the water right if no land is conveyed. Additional fee(s) are required for water right ownership changes; see Item 9 for the fee schedule.

If the ownership change resulted in the water right(s) being split, how did the division occur? Mark one:

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
- ☐ If the application is not signed by the applicant, attach a Power of Attorney or other documentation providing authority to sign for the applicant.

3. **LIST WATER RIGHT NUMBER(S)** 63-12100, 63-12370, 63-31969, & 63-31511 (The District also owns a permit, 63-32644, which will also have this POD added to it. A separate Permit Amendment is being filed for this change.)

- ☒ Attach a copy of the water right(s) as recorded, available at idwr.idaho.gov, *Water Right Transfers, Step 1*, or by contacting any Department office.

4. **TOTAL AMOUNT OF WATER** transferred is 8.9 cubic feet per second and/or _____ acre-feet per annum.
(diversion rate) (storage volume)

5. POINT OF DIVERSION – Describe all the point(s) of diversion to be included on the water right(s) after the proposed change.

- ☐ Attach Eastern Snake Plain Aquifer (ESPA) analysis if this transfer proposes to change a point of diversion affecting the ESPA. ESPA analysis information is available at idwr.idaho.gov, *Water Rights, Water Right Transfers, Modeling Resources*.

[illegible]

6. 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:

The new well (Well 7) will be equipped with a submersible pump. The well head will be located outside and will share the same discharge piping as Well 6 that has a magnetic flow meter and will be in a lockable building.

- b. Who owns the property at the point(s) of diversion? Canyon Ranches, LC Doves Landing LC, Justin V. Peterson
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
The District has a permanent easement agreement for the well site (see attached)

- c. 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 used in a mitigation plan limiting the use of water under the right(s), or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the right(s)?

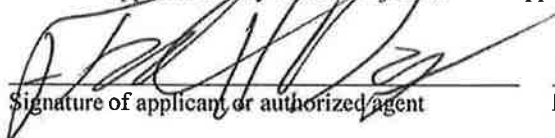
If yes, describe:

Naturally, the District's RAFN permit (63-32644) has not been used.

- d. Is any portion of the water right(s) proposed to be changed currently leased to the Water Supply Bank? ☐ Yes ☒ No
☐ If yes and there are multiple owners, attach a Lessor Designation form.
☐ If yes, the individual owner or designated lessor must complete, sign and attach an IRS Form W-9.
(Disregard if these items are on file and ownership has not changed.)

7. **MAP** – ☒ Attach a map of the diversion, measurement, control and distribution system. Include the place of use if a split of the water right occurred. Clearly label the map with township, range, section and $\frac{1}{4}$ $\frac{1}{4}$ of section information. You may create a map at idwr.idaho.gov, Water Rights, Water Right Transfers, File a Transfer Application, Step 2C.

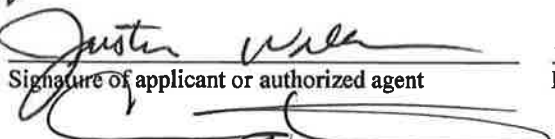
8. **SIGNATURE** – The information in this application is true to the best of my knowledge. I understand any willful misrepresentations in this application may result in rejection of the application or cancellation of an approval.


Signature of applicant or authorized agent

Floyd H. Day

Print name and title if applicable

3/21/19
Date


Signature of applicant or authorized agent

Justin Walker

Print name and title if applicable

3/21/2019
Date

Greg Timinsky, Board Member

0402-19

9. **FEE** – ☒ The application filing fee provided in Idaho Code § 42-221.O, must be submitted with the application for transfer. Applications for changes pursuant to Idaho Code § 42-221.O.8. require a filing fee of \$50 per water right. All other application fees are based on the total amount of water proposed for transfer in Item 4: the larger fee for either cubic feet per second (diversion rate) or acre-feet per annum (storage volume). The Fee Schedule is available at www.idwr.idaho.gov, Water Right Transfers, Step 4 and in the Application for Transfer Instructions.

FOR DEPARTMENT USE ONLY

Transfer includes _____ pages of attachments.

Received by AK

Date 3/21/2019

Fee paid 1140.00

Date 3/21/2019

Received by AK

Receipt # W047229

Preliminary review by _____

Date _____

Active in the Water Supply Bank? Yes ☐ No ☐

W-9 received? Yes ☐ No ☐

Name on W-9 _____

W-9 forwarded to fiscal? Yes ☐ No ☐

(Do NOT scan the W-9 – confidential information is held by fiscal only)

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

APPLICATION FOR TRANSFER OF WATER RIGHT – POINT(S) OF DIVERSION

RECEIVED
MAR 21 2019
INCOMPLETE
WATER RESOURCES
WESTERN REGION

This form may be used to apply to change and/or add points of diversion for existing water rights and to report an ownership change for a water right(s) in connection with the proposed point of diversion change(s). Do not use this form to apply for changes to other elements of a water right. See the [Application for Transfer Instructions](#) for help completing this form and for mailing addresses of Department offices where your application can be submitted.

Check all that apply:

- ☐ Change diversion point(s) ☒ Add diversion point(s) ☐ Ownership change ☐ Ownership split
☐ Transfer is for changes pursuant to [Idaho Code § 42-221.O.8](#). Attach an explanation and any supporting documentation.

1. **APPLICANT(S)** Star Sewer & Water District Phone 208-286-7388
2. **MAILING ADDRESS** PO Box 400 City Star
State ID Zip 83669 Email TEstrada@StarSWD.com

- ☐ If the applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign for the applicant.
☐ If the applicant is not the current water right(s) owner, attach documentation of authority to file the application.
☐ If the application includes a change in ownership of water right(s), attach a copy of the conveyance document, such as a warranty deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property conveyed or description of the water right if no land is conveyed. Additional fee(s) are required for water right ownership changes; see Item 9 for the [fee schedule](#).

If the ownership change resulted in the water right(s) being split, how did the division occur? Mark one:

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
☐ If the application is not signed by the applicant, attach a Power of Attorney or other documentation providing authority to sign for the applicant.

3. **LIST WATER RIGHT NUMBER(S)** 63-12100, 63-12370, 63-31969, & 63-31511 (The District also owns a permit, 63-32644, which will also have this POD added to it. A separate Permit Amendment is being filed for this change.)

- ☒ Attach a copy of the water right(s) as recorded, available at [idwr.idaho.gov](#), *Water Right Transfers, Step 1*, or by contacting any Department office.

4. **TOTAL AMOUNT OF WATER** transferred is 8.9 cubic feet per second and/or _____ acre-feet per annum.

(diversion rate)
(storage volume)

5. **POINT OF DIVERSION** – Describe all the point(s) of diversion to be included on the water right(s) after the proposed change.

- ☐ Attach Eastern Snake Plain Aquifer (ESPA) analysis if this transfer proposes to change a point of diversion affecting the ESPA. ESPA analysis information is available at [idwr.idaho.gov](#), *Water Rights, Water Right Transfers, Modeling Resources*.

New?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
Y			SW	SW	32	05N	01W	Ada	Groundwater	Well 7
N			SW	SW	32	05N	01W	Ada	Groundwater	Well 6
N			SW	NW	08	04N	01W	Ada	Groundwater	Well 1
N			SE	SW	05	04N	01W	Ada	Groundwater	Well 3
N	2		NW	NE	04	04N	01W	Ada	Groundwater	Well 4 (Trellis)
N			SW	SE	33	05N	01W	Ada	Groundwater	Well 5 (Trellis)

6. 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:

The new well (Well 7) will be equipped with a submersible pump. The well head will be located outside and will share the same discharge piping as Well 6 that has a magnetic flow meter and will be in a lockable building.

- b. Who owns the property at the point(s) of diversion? Canyon Ranches, LC Doves Landing LC, Justin V. Peterson
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
The District has a permanent easement agreement for the well site (see attached)

- c. 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 used in a mitigation plan limiting the use of water under the right(s), or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the right(s)?

If yes, describe:

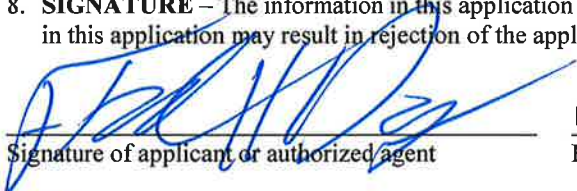
Naturally, the District's RAFN permit (63-32644) has not been used.

- d. Is any portion of the water right(s) proposed to be changed currently leased to the Water Supply Bank? ☐ Yes ☒ No

- ☐ If yes and there are multiple owners, attach a Lessor Designation form.
☐ If yes, the individual owner or designated lessor must complete, sign and attach an IRS Form W-9.
(Disregard if these items are on file and ownership has not changed.)

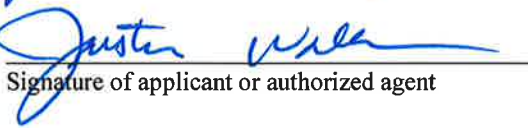
7. **MAP** – ☒ Attach a map of the diversion, measurement, control and distribution system. Include the place of use if a split of the water right occurred. Clearly label the map with township, range, section and $\frac{1}{4}$ $\frac{1}{4}$ of section information. You may create a map at idwr.idaho.gov, *Water Rights*, *Water Right Transfers*, *File a Transfer Application*, *Step 2C*.

8. **SIGNATURE** – The information in this application is true to the best of my knowledge. I understand any willful misrepresentations in this application may result in rejection of the application or cancellation of an approval.


Signature of applicant or authorized agent

Floyd H. Day
Print name and title if applicable

3/21/19
Date


Signature of applicant or authorized agent

Justin Walker
Print name and title if applicable

3/21/2019
Date

9. **FEE** – ☒ The application filing fee provided in Idaho Code § 42-221.O, must be submitted with the application for transfer. Applications for changes pursuant to Idaho Code § 42-221.O.8. require a filing fee of \$50 per water right. All other application fees are based on the total amount of water proposed for transfer in Item 4: the larger fee for either cubic feet per second (diversion rate) or acre-feet per annum (storage volume). The Fee Schedule is available at www.idwr.idaho.gov, *Water Right Transfers*, *Step 4* and in the Application for Transfer Instructions.

FOR DEPARTMENT USE ONLY

Transfer includes _____ pages of attachments.

Received by AK

Date 3/21/2019

Fee paid 1140.00

Date 3/21/2019

Receipted by AK

Receipt # W047229

Preliminary review by _____

Date _____

Active in the Water Supply Bank? Yes ☐ No ☐

W-9 received? Yes ☐ No ☐

Name on W-9 _____

W-9 forwarded to fiscal? Yes ☐ No ☐

(Do NOT scan the W-9 – confidential information is held by fiscal only)

TEMPORARY LICENSE, IMPROVEMENT, AND INDEMNITY AGREEMENT

THIS TEMPORARY LICENSE, IMPROVEMENT, AND INDEMNITY AGREEMENT (this "Agreement") is made this 15th day of JUNE, 2018, by and between Canyon Ranches, L.C., Doves Landing, L.C., and Justin V. Peterson ("Grantor"), and the Star Sewer and Water District, a political subdivision of the State of Idaho (the "District"), (each, a "Party" and collectively, the "Parties") with reference to the following facts:

RECITALS

A. Grantor is the owner of certain real property situated in Ada County, Idaho, within the development commonly known as the Roselands Subdivision (**Exhibit "A"**-the "Property").

B. The District desires to undertake certain exploration drilling and testing for determination of a municipal well site to be located within the Property at the District's sole cost and expense, and upon the terms and conditions more specifically set forth herein. The area for exploration drilling and testing is described herein as **Exhibit "B"** ("Testing Area").

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

TEMPORARY LICENSE

1.1 **Temporary License.** Grantor hereby grants to the District, a non-exclusive temporary license over, upon and across the surface of the Property for the purpose of ingress, egress, and vehicular parking as well as enter on the Testing Area or in near proximity of Testing Area (the "License") for the purposes of conducting exploration drilling, water quality testing and monitoring, whereupon the License shall automatically terminate.

1.2 **Indemnify and Hold Harmless.** The District shall indemnify, defend and hold Grantor and its officers, managers, directors, employees, agents, guests, invitees, successors and assigns, (collectively, the "Indemnified Parties"), harmless from and against all loss, liability, costs, claims, demands, damages, injuries, actions, causes of action, suits and expenses (including reasonable attorneys' fees) (collectively, "Claims"), arising from or relating to the District's use of the License.

ARTICLE II

DRILLING AND TESTING

2.1 **Drilling and Testing.** The District shall furnish all construction services, management, supervision, and administration needed to complete the well drilling and testing of the test well and production well (herein referred to as "the Work") in the most expeditious manner possible, but in any event, within one hundred eighty (180) days after the date hereof. The District shall furnish and transport all necessary labor, materials, tools, implements, and equipment required to perform and finish the Work in a good and workmanlike manner, free of any and all

liens and claims of laborers, materialmen, suppliers, and subcontractors, and in conformity with Applicable Law.

2.2 No Interference. Grantor acknowledges that control, direction and supervision of all construction personnel in connection with the Work will lie exclusively with the District, and Grantor may not issue instructions to, or otherwise interfere with, construction personnel. Grantor will not perform any work or contract with the District's contractors or others to perform work in or about the Testing Area until the Work is complete.

2.3 Notice of Completion. The District shall deliver written notice to Grantor within thirty (30) business days after its completion of the Work and receipt of the water quality testing.

2.4 Permanent Easement. In the event the District determines that the water meets Idaho Department of Environmental Quality Safe Drinking Water Standards and/or the District determines that the well site is suitable for a public drinking well, the Parties agree to enter into a permanent easement for a well site encompassing the Testing Area in substantial conformance to the draft easement attached hereto as **Exhibit "C"**.

2.5 Indemnity. The District hereby agrees to indemnify, defend, and hold harmless the Indemnified Parties, from and against any and all Claims arising from or in any way related to the Work or any similar or ancillary activity, including, without limitation, damages, losses, injuries, or death to persons, or damages, infringements or losses to or of property, whether personal, real, or intangible; or violation of any permit, statute, law, ordinance, regulation or code of any federal, state or local government entity which may be asserted against an Indemnified Party; provided, however, the District's obligation under this paragraph to indemnify and hold an Indemnified Party harmless shall not extend to damages caused by the gross negligence or willful misconduct of such Indemnified Party.

ARTICLE III **GENERAL PROVISIONS**

3.1 Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, no assignment of this Agreement shall in any way relieve the Parties of their obligations hereunder.

3.2 Severability. Should any provision in this Agreement be deemed void or invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed severable from the remaining provisions hereof and the remaining provisions hereof shall be and remain in full force and effect to the maximum extent permissible to effectuate the intents and purposes hereof.

3.3 Interpretation. The provisions of this Agreement shall be liberally construed to effectuate its purpose. Each Party acknowledges and agrees that this Agreement (a) has been reviewed by it and its counsel, (b) is the product of negotiations between the Parties, and (c) shall not be deemed prepared or drafted by any one Party. In the event of any dispute between the Parties concerning this Agreement, the Parties agree that any ambiguity in the language hereof is not to be resolved against either, but shall be given a reasonable interpretation in accordance with the plain meaning of the terms of this Agreement. Whenever the context of this Agreement

requires same, the singular shall include the plural and the masculine shall include the feminine. The titles or headings of the Articles or Sections of this Agreement have been inserted for convenience only and shall not be considered or referred to in resolving questions or interpretation or construction.

3.4 Governing Law/Venue. This Agreement shall be governed by and construed under the laws of the State of Idaho. Each Party agrees that the proper venue for any dispute arising hereunder is with the appropriate state or federal court located in Boise, Idaho and each party hereby consents to such court's jurisdiction.

3.5 Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective upon the earliest of the following to occur when delivered to the recipient whether by (a) a nationally recognized overnight-guaranteed delivery service; (b) United States mail; or (c) by facsimile or email (provided there is confirmation of transmission. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday. The following addresses may be changed by written notice given in accordance with this Section:

If to the District: Star Sewer and Water District

If to Grantor:

Canyon Ranches, L.C., *by Justin V. Peterson*
Doves Landing, L.C., *by Justin V. Peterson*
Justin V. Peterson

with a copy to:

MSBT Law Chtd.
Attn: Cherese McLain
950 W. Bannock St. Ste 520
Boise, Idaho 83702

3.6 WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY.

3.7 Third Party Beneficiaries. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the Parties and the Indemnified Parties, and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

3.8 Attorney's Fees. In the event of any dispute arising from or relating to this Agreement, in addition to any other relief, the prevailing party shall be entitled to recover from the non-prevailing party its attorneys' fees, costs and expense, regardless of whether an action has been commenced. For purposes hereof, a "prevailing party" need not prevail on all issues in dispute, but only on the principal issue in dispute.

3.9 Amendments; Counterparts. This Agreement may not be modified or amended except by written agreement signed by the Parties. This Agreement may be executed in counterparts, with signatures delivered as originals, via facsimile or electronically, each of which shall be an original, but all of which together shall constitute one agreement.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the undersigned, have entered into this TEMPORARY LICENSE, IMPROVEMENT, AND INDEMNITY AGREEMENT as of the date first above written.

THE DISTRICT:

Star Sewer and Water District, a political subdivision of the State of Idaho

By: [Signature]
Chairman

ATTEST:

[Signature]
District Clerk

GRANTOR:

By: CANYON RANCHES LC
Name: Brent R. [Signature]
Title: MANAGER

By: DOVE'S SLANDING LC
Name: [Signature]
Title: MANAGER

By: [Signature]
Name: JUSTIN V. PETERSON
Title: MANAGER

By: _____
Name: _____
Title: _____

EXHIBIT A

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 09/16/06 12:16 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
First American

AMOUNT 15.00

5

106148230

106178446
Recording Requested By and
When Recorded Return to:
Canyon Ranches, L.C.
225 S. 200 East, Suite 300
Salt Lake City, Utah 84111
Attn: Leon Peterson

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THIS INDENTURE is made this 12th day of September, 2006, by and between The Estate of Howard G. Fuller, deceased, acting by and through Elsie M. Fuller, the duly appointed and acting Personal Representative of The Estate of Howard G. Fuller, deceased ("Estate") and Elsie M. Fuller, individually, the widow of Howard G. Fuller, dealing with her sole and separate property (hereinafter collectively referred to as "Grantor"), and Canyon Ranches, L.C., a Utah limited liability company; and Doves Landing, L.C., a Utah limited liability company; and Justin V. Peterson, a married man dealing with his sole and separate property (hereinafter collectively referred to as "Grantee"), all of whose pertinent mailing address is 225 S. 200 East, Suite 300, Salt Lake City, Utah 84111.

WHEREAS, Elsie M. Fuller is the duly qualified, appointed and acting Personal Representative of the Estate, which is filed as Probate Case No. CV IE 0605103 in the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada; and

WHEREAS, the Estate currently holds an undivided one-half interest in the following described Premises; and

SPECIAL WARRANTY DEED - I

42674.0001.888559.3

WHEREAS, Elsie M. Fuller currently holds an undivided one-half interest in the following described Premises.

Pursuant to the powers vested in Elsie M. Fuller as the Personal Representative of the Estate under the Uniform Probate Code, particularly Idaho Code Section 15-3-715, Elsie M. Fuller as the Personal Representative of the Estate and individually, as Grantor, for valuable consideration, does hereby grant, sell, transfer and convey all of Grantor's right, title and interest in that certain real property situated in the County of Ada, State of Idaho, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Premises"), as follows:

1. Unto Canyon Ranches, L.C., a Utah limited liability company, an undivided forty percent (40%) tenant-in-common interest; and
2. Unto Doves Landing, L.C., a Utah limited liability company, an undivided forty percent (40%) tenant-in-common interest; and
3. Unto Justin V. Peterson, a married man dealing with his sole and separate property, an undivided twenty percent (20%) tenant-in-common interest.

TOGETHER WITH any water and water rights, ditch and ditch rights appurtenant thereto and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

Grantor hereby covenants with Grantee that the Premises are free from all encumbrances made by Grantor and that Grantor will warrant and defend the Premises against the lawful claims of all persons claiming by, through or under Grantor; **subject, however,** to (i) reservations or restrictions in federal patents or in state deeds or in laws providing for such patents or deeds, and

SPECIAL WARRANTY DEED - 2

42074.0001.888659.3

(ii) all easements or other matters of record or that would appear from a survey or careful examination of the Premises.

THE PREMISES ARE SOLD AND CONVEYED TO GRANTEE AS IS, WHERE IS AND WITH ALL FAULTS, INCLUDING BOTH LATENT AND PATENT DEFECTS. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE BY GRANTOR CONCERNING THE PREMISES. GRANTEE BY ACCEPTING THIS DEED RELEASES GRANTOR FROM ANY AND ALL LIABILITY RELATING TO ANY ASPECT OR CONDITION OF THE PREMISES, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ACTUAL OR CONTINGENT, ARISING BY STATUTE, COMMON LAW OR OTHERWISE.

TO HAVE AND TO HOLD the Premises unto the Grantee, their respective successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed the day and year first above written.

ESTATE OF HOWARD G. FULLER, Deceased

By: Elsie M. Fuller Personal representative
ELSIE M. FULLER
Personal Representative

Elsie M. Fuller
ELSIE M. FULLER, individually

SPECIAL WARRANTY DEED - 3

42674.0001.888659.3

STATE OF IDAHO)

) ss.

County of Ada)

On this 12th day of September, 2006, before me, Amy Bishop, a Notary Public in and for said State, personally appeared ELSIE M. FULLER, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Howard G. Fuller, Deceased, and acknowledged to me that she executed the same as such Personal Representative.

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



Amy Bishop
 Notary Public for Idaho
 Residing at Boule
 My commission expires 10-7-10

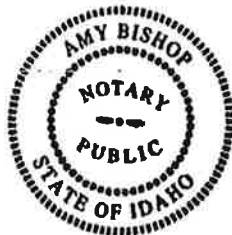
STATE OF IDAHO)

) ss.

County of Ada)

On this 12th day of September, 2006, before me, Amy Bishop, a Notary Public in and for said state, personally appeared ELSIE M. FULLER, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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



Amy Bishop
 Notary Public for Idaho
 Residing at Boule
 My commission expires 10-7-10

SPECIAL WARRANTY DEED - 4

42874.0001.888859.3

EXHIBIT A

Parcel I:

The Northeast Quarter of the Northeast Quarter of Section 6, Township 4 North, Range 1 West; and the Southeast Quarter of the Southeast Quarter of Section 31, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho.

LESS AND EXCEPTING THEREFROM the following described property:

Tract 3, being a portion of Government Lot 1 of Section 6, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of Government Lot 2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence South 0°12'49" West 1,393.76 feet to a brass cap marking the Southwest corner of Government Lot 2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence North 89°34'41" West 3,502.00 feet to a point, with said point being the REAL POINT OF BEGINNING; thence North 0°12'49" East 1,200.00 feet to a point; thence North 89°34'41" West 406.25 feet to a point; thence South 0°12'49" West 1,000 feet to a point; thence South 89°34'41" East 256.25 feet to a point; thence South 0°12'49" West 200 feet to a point which bears North 89°34'41" West 3,652 feet from the brass cap marking the Southwest corner of Government Lot 2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence South 89°34'41" East 150.00 feet to the REAL POINT OF BEGINNING.

FURTHER LESS AND EXCEPTING THEREFROM the following described property:

Tract #1, being a portion of Government Lot #1 of Section 6, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of Government Lot #2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence South 0°12'49" West 1,393.76 feet to a brass cap marking the Southwest corner of Government Lot #2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence North 89°34'41" West 3,233.00 feet to a 1/2" by 18" steel reinforcing bar which marks the REAL POINT OF BEGINNING; thence North 0°12'49" East 170.00 feet to a point; thence South 89°34'41" East 256.25 feet to a point; thence South 0°12'49" West 170.00 feet to a point which bears North 89°34'41" West 2,976.75 feet from the brass cap marking the Southwest corner of Government Lot #2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence North 89°34'41" West 256.25 feet to the REAL POINT OF BEGINNING.

Parcel II:

The Southwest Quarter of the Northwest Quarter, and the West half of the Southwest Quarter of Section 32, Township 5 North, Range 1 West of the Boise Meridian, Ada County, Idaho.

LESS AND EXCEPTING THEREFROM any portion of said land lying within CHUKAR POINT SUBDIVISION, recorded in Book 83 of Plats at Pages 9237 and 9238, Records of Ada County, Idaho.

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 09/15/06 12:16 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
First American

AMOUNT 12.00

4



106148233

AFTER RECORDING MAIL TO:

Justin V. Peterson
225 South 200 East, Ste 300
Salt Lake City, UT 84111

QUITCLAIM DEED

File No.: NCS-178446-BOI (rmr)

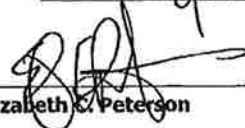
Date: August 25, 2006

For Value Received, **Elizabeth C. Peterson**, do(es) hereby convey, release, remise, and forever quit claim unto **Justin V. Peterson**, whose address is **225 South 200 East, Ste 300, Salt Lake City, UT 84111**, the following described premises in Ada County, Idaho, to-wit:

See Attached Exhibit A

APN:

together with their appurtenances.

Dated: 8/30, 20 06
Elizabeth C. Peterson

APN:

Quitclaim Deed - continued

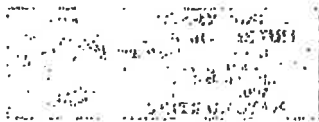
File No.: NCS-178446-B01 (mmr)

Date: 08/25/2006

STATE OF Utah)
COUNTY OF Salt Lake)

On this 30th day of August, 2006, before me, a Notary Public in and for said State, personally appeared **Elizabeth C. Peterson**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Lore Johnston
Notary Public of Salt Lake City, Utah
Residing at: SLC UT
My Commission Expires: 08/25/07

EXHIBIT A

Parcel I:

The Northeast Quarter of the Northeast Quarter of Section 6, Township 4 North, Range 1 West; and the Southeast Quarter of the Southeast Quarter of Section 31, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho.

LESS AND EXCEPTING THEREFROM the following described property:

Tract 3, being a portion of Government Lot 1 of Section 6, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of Government Lot 2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence South $0^{\circ}12'49''$ West 1,393.76 feet to a brass cap marking the Southwest corner of Government Lot 2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence North $89^{\circ}34'41''$ West 3,502.00 feet to a point, with said point being the REAL POINT OF BEGINNING; thence North $0^{\circ}12'49''$ East 1,200.00 feet to a point; thence North $89^{\circ}34'41''$ West 406.25 feet to a point; thence South $0^{\circ}12'49''$ West 1,000 feet to a point; thence South $89^{\circ}34'41''$ East 256.25 feet to a point; thence South $0^{\circ}12'49''$ West 200 feet to a point which bears North $89^{\circ}34'41''$ West 3,652 feet from the brass cap marking the Southwest corner of Government Lot 2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence South $89^{\circ}34'41''$ East 150.00 feet to the REAL POINT OF BEGINNING.

FURTHER LESS AND EXCEPTING THEREFROM the following described property:

Tract #1, being a portion of Government Lot #1 of Section 6, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of Government Lot #2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence South $0^{\circ}12'49''$ West 1,393.76 feet to a brass cap marking the Southwest corner of Government Lot #2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence North $89^{\circ}34'41''$ West 3,233.00 feet to a $1/2''$ by 18" steel reinforcing bar which marks the REAL POINT OF BEGINNING; thence North $0^{\circ}12'49''$ East 170.00 feet to a point; thence South $89^{\circ}34'41''$ East 256.25 feet to a point; thence South $0^{\circ}12'49''$ West 170.00 feet to a point which bears North $89^{\circ}34'41''$ West 2,976.75 feet from the brass cap marking the Southwest corner of Government Lot #2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence North $89^{\circ}34'41''$ West 256.25 feet to the REAL POINT OF BEGINNING.

Parcel II:

The Southwest Quarter of the Northwest Quarter and the West half of the Southwest Quarter of Section 32, Township 5 North, Range 1 West of the Boise Meridian, Ada County, Idaho.

LESS AND EXCEPTING THEREFROM any portion of said land lying within CHUKAR POINT SUBDIVISION, recorded in Book 83 of Plats at Pages 9237 and 9238, Records of Ada County, Idaho.

Parcel III:

Tract 3, being a portion of Government Lot 1 of Section 6, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of Government Lot 2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence South 0°12'49" West 1,393.76 feet to a brass cap marking the Southwest corner of Government Lot 2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence North 89°34'41" West 3,502.00 feet to a point, with said point being the REAL POINT OF BEGINNING; thence North 0°12'49" East 1,200.00 feet to a point; thence North 89°34'41" West 406.25 feet to a point; thence South 0°12'49" West 1,000 feet to a point; thence South 89°34'41" East 256.25 feet to a point; thence South 0°12'49" West 200 feet to a point which bears North 89°34'41" West 3,652 feet from the brass cap marking the Southwest corner of Government Lot 2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence South 89°34'41" East 150.00 feet to the REAL POINT OF BEGINNING.

Parcel IV:

Tract #1, being a portion of Government Lot #1 of Section 6, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of Government Lot #2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence South 0°12'49" West 1,393.76 feet to a brass cap marking the Southwest corner of Government Lot #2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence North 89°34'41" West 3,233.00 feet to a 1/2" by 18" steel reinforcing bar which marks the REAL POINT OF BEGINNING; thence North 0°12'49" East 170.00 feet to a point; thence South 89°34'41" East 256.25 feet to a point; thence South 0°12'49" West 170.00 feet to a point which bears North 89°34'41" West 2,976.75 feet from the brass cap marking the Southwest corner of Government Lot #2 of Section 5, Township 4 North, Range 1 West, Boise Meridian; thence North 89°34'41" West 256.25 feet to the REAL POINT OF BEGINNING.



9233 WEST STATE STREET | BOISE, ID 83714 | 208.639.6939 | FAX 208.639.6930

June 1, 2018
Project No.: 17-224
Roselands Subdivision
Permanent Well Easement

Exhibit B

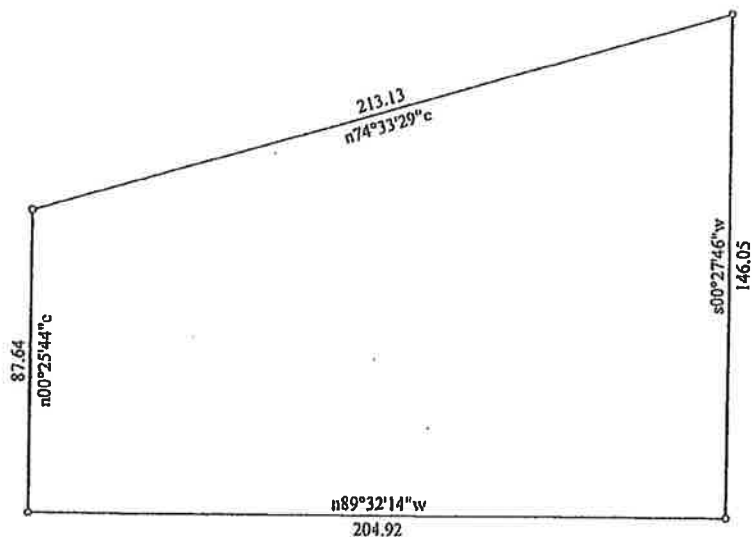
A parcel of land for a well easement situated in a portion of the Southeast 1/4 of the Southeast 1/4 of Section 31 and the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 5 North, Range 1 West, Boise Meridian, City of Star, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap monument marking the South 1/4 corner of said Section 31, thence following the southerly line of the Southeast 1/4 of said Section 31, S89°57'18"E a distance of 2,633.66 feet to a found 5/8-inch rebar marking the southeast corner of said Section 31; Thence leaving said southerly line, N05°38'35"W a distance of 709.02 feet to the **POINT OF BEGINNING**.

Thence N00°25'44"E a distance of 87.64 feet;
Thence N74°33'29"E a distance of 213.13 feet;
Thence S00°27'46"W a distance of 146.05 feet;
Thence N89°32'14"W a distance of 204.92 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 23,948 square feet (0.55 acres), more or less, and is subject to all easements and/or rights-of-way of record or implied.





Title: Roselands Permanent Well Easement		Date: 06-01-2018
Scale: 1 inch = 50 feet	File:	
Tract 1: 0.550 Acres: 23948 Sq Feet: Closure = n10.1547e 0.00 Feet: Precision = 1/153149: Perimeter = 652 Feet		
001=n00.2544e 87.64	003=s00.2746w 146.05	
002=n74.3329e 213.13	004=n89.3214w 204.92	

EXHIBIT C

AGREEMENT FOR PERMANENT EASEMENT

This easement agreement between _____ hereinafter referred to as "GRANTOR," and the Star Sewer and Water District, a sewer and water district in the County of Ada, State of Idaho, P.O. Box 400, Star, Idaho, hereafter referred to as the "DISTRICT," state:

WHEREAS: The GRANTOR is the record owner of the following described real estate in Ada County, State of Idaho.

See Exhibit "A"

And has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and for good and valuable consideration by the DISTRICT to the GRANTOR, the receipt of all of which hereby is acknowledged by the GRANTOR, they agree as follows:

The GRANTOR does hereby grant, assign and convey to the DISTRICT:

A permanent easement as described in Exhibit "B"

1. The GRANTOR by these presents does grant, bargain and convey unto the DISTRICT and its successors and assigns, a permanent easement over and across the following described property to construct or reconstruct, maintain, inspect, operate, protect, repair, replace, alter or move the well and booster station facilities, pipelines and appurtenant structures on said permanent easement.
2. The GRANTOR herein agrees not to build, create or construct, or permit to be built, created or constructed, any obstruction, building or other structures over or that would interfere with said well and booster station facilities and pipelines, or DISTRICT's rights hereunder in accordance with the Idaho Department of Environmental Quality requirements.
3. The GRANTOR herein agrees to place the following deed restrictions on each lot sale located within 300 feet of the well and booster station lot:
 - a. A disclosure statement stating that this lot is located within 300 feet of a potential municipal well and booster station site to be maintained and operated by the DISTRICT.
 - b. Each lot owner, through purchase of said lot, must agree that the DISTRICT's well and booster station site can be operated, improved, maintained and expanded as needed to

meet present and future population needs as long as all operations, improvements, maintenance, and expansions meet State of Idaho Department of Environmental Quality regulations.

4. The GRANTOR agrees to install, construct, and maintain landscaping and groundcover improvements in the easement area with the exception of the building and impervious surfaces (not including public right of way).
5. The GRANTOR agrees to provide the DISTRICT control over the activities and improvements that occur within a 50-foot radius around the well head as required by the Department of Environmental Quality.
6. The DISTRICT (through its proper officers, agents or employees) shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the DISTRICT's use, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.
 - a. The DISTRICT agrees to restore, to their pre-entry condition, areas within the easement that are damaged during maintenance/repair of facilities.
 - b. The DISTRICT agrees to replace and/or repair any fences removed or damaged during facility maintenance/repair.
7. The DISTRICT hereby agrees to hold and save the GRANTOR harmless from any and all claims of third parties arising from DISTRICT's use of the rights herein granted.
8. The easement described above shall continue for a period of perpetuity.
9. The DISTRICT hereby agrees to make a good faith effort to incorporate building design and exterior finishes that are consistent with the GRANTOR's development plans.
10. With respect to connection and usage of improvements:
 - a. The GRANTOR agrees that where GRANTOR connects to said DISTRICT's facilities, that said connections will be made in accordance with DISTRICT standards and shall be inspected and approved by the DISTRICT's Engineer prior to completing the construction.
 - b. The GRANTOR agrees to pay for at the time of connection, at his sole expense, the cost of any such connections made to the DISTRICT's facilities and to pay appropriate standard service availability fees and service fees for said connections required by the DISTRICT for permitting and usage of the DISTRICT's facilities.
 - c. The GRANTOR agrees to hold and save the DISTRICT harmless from any and all damages, claims or losses arising out of the GRANTOR's connection to and use of the DISTRICT's improvements constructed in said permanent easements.

11. The DISTRICT shall restore the surface to the same condition as it was prior to completion of laying, constructing, repairing, replacing, substituting, and/or removing pipelines in said permanent easement. The DISTRICT will not be responsible for repairing, replacing, or restoring any permanent structures, trees or bushes placed within the area described in this easement.

In witness whereof the parties have set their hands and seals this ____ day of _____, 20__.

Grantors

DISTRICT

State of Idaho)

)

SS

County of Ada)

On this ____ day of _____, 20__, before me, the undersigned, a notary public in and for said State, personally appeared _____, known or identified to me to be the authorized signatory of the _____ that executed the within and foregoing instrument on behalf of said _____, and acknowledged to me that such _____ executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal.

Notary Public for Idaho

My Commission Expires: _____

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**TRANSFER OF WATER RIGHT
TRANSFER NO. 82549**

This is to certify that: STAR SEWER & WATER DISTRICT
PO BOX 400
STAR, ID 83669

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

Summary of Water Rights Before the Proposed Changes

<u>Water Right</u>	<u>Origin/Basis</u>	<u>Priority Date</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>Source</u>
63-12100	WR/LICENSE	3/5/1994	1.500 cfs	N/A	N/A	N/A	GROUND WATER
63-12370	WR/LICENSE	10/23/1996	0.600 cfs	N/A	N/A	N/A	GROUND WATER
63-31511	WR/LICENSE	7/21/2002	3.900 cfs	23.2 af	N/A	N/A	GROUND WATER
63-31969	WR/LICENSE	7/1/2004	5.000 cfs	N/A	N/A	N/A	GROUND WATER

Purpose of Transfer (Changes Proposed)

<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
63-12100	NO	NO	YES	YES	NO	NO
63-12370	NO	YES	YES	YES	NO	NO
63-31511	NO	NO	NO	YES	NO	NO
63-31969	NO	YES	YES	YES	NO	NO

Summary Of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (Changed Portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
63-12100	63-12100	1.500 cfs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
63-12370	63-12370	0.600 cfs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
63-31511	63-31511	3.900 cfs	23.2 af	N/A	N/A	N/A	N/A	N/A	N/A	N/A
63-31969	63-31969	5.000 cfs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
COMBINED TOTALS		8.900 cfs	N/A	N/A	N/A		N/A	N/A	N/A	N/A

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

Dated this 28th day of September, 2018.



PAMELA S. SKAGGS, Water Rights Section Mgr.

Transfer No. 82549

WATER RIGHT NO. 63-12100
As Modified by Transfer No. 82549

In accordance with the approval of Transfer No. 82549, Water Right No. 63-12100 is now described as follows:

Right Holder: STAR SEWER & WATER DISTRICT
PO BOX 400
STAR, ID 83669

Priority Date: 3/5/1994

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>
MUNICIPAL	1/01	to 12/31	1.500 cfs 1.500 cfs

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	L2 (NWNE)	Sec 4 Twp 04N Rge 01W ADA County
GROUND WATER	SESW	Sec 5 Twp 04N Rge 01W ADA County
GROUND WATER	SWNW	Sec 8 Twp 04N Rge 01W ADA County
GROUND WATER	SWSW	Sec 32 Twp 05N Rge 01W ADA County
GROUND WATER	SWSE	Sec 33 Twp 05N Rge 01W ADA County

CONDITIONS OF APPROVAL

1. Place of use is within the service area of Star Sewer and Water District as provided for under Idaho law. The place of use is generally located within Sections 4-9 and 15-18, Township 4 North, Range 1 West; Sections 1, 2, 12, and 13, Township 4 North, Range 2 West; and Sections 31, 32 and 33, Township 5 North, Range 1 West.
2. A map generally depicting the service area for this water right at the time of this approval is attached to this document for illustrative purposes.
3. Right holder shall comply with the drilling permit requirements of Idaho Code § 42-235 and applicable Well Construction Rules of the Department.
4. Point of diversion known as well no. 1 is located within Lot 1, Blk. 3, Waterview Estates Subdivision; well no. 3 is located within Lot 6, Blk. 3, Lobo Creek Subdivision; well no. 4 is located within Lot 16, Blk. 1, Trellis Subdivision; and well no. 5 is located within Lot 2, Blk. 5, Trellis Subdivision.
5. Rights 63-12100, 63-12370 and 63-31969 when combined shall not exceed a total diversion rate of 4.79 cfs, for municipal purposes.
6. Rights 63-12100, 63-12370 and 63-31969 when combined shall not exceed a total diversion rate of 5.00 cfs.
7. This right does not grant any right-of-way or easement across the land of another.

Transfer No. 82549

WATER RIGHT NO. 63-12100
As Modified by Transfer No. 82549

CONDITIONS OF APPROVAL

8. 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 use power records to determine the amount of water diverted and shall annually report the information to the Department.
9. To the extent necessary for administration between points of diversion for ground water, and between points of diversion for ground water and hydraulically connected surface sources, this right retains its original priority for well locations authorized under this right as identified in license dated April 23, 1998.
10. Irrigation of large projects such as parks, golf courses, or sports activities fields is not authorized under this right.
11. The daily diversion volume for non-domestic uses under this municipal right shall not exceed 2,500 gallons per use and the daily diversion volume for domestic uses under this right shall not exceed 13,000 gallons per dwelling in accordance with Section 42-111, Idaho Code.
12. The right holder shall not provide water diverted under this right for the irrigation of land having appurtenant surface water rights as a primary source of irrigation water except when the surface water rights are not available for use or where the use of surface water was replaced by the use of water diverted in connection with this right before the approval of Transfer 82549. This condition applies to all land with appurtenant surface water rights, including land converted from irrigated agricultural use to other land uses but still requiring water to irrigate lawns and landscaping.
13. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
14. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

WATER RIGHT NO. 63-12370

As Modified by Transfer No. 82549

In accordance with the approval of Transfer No. 82549, Water Right No. 63-12370 is now described as follows:

Right Holder: STAR SEWER & WATER DISTRICT
PO BOX 400
STAR, ID 83669

Priority Date: 10/23/1996

Source: GROUND WATER

BENEFICIAL USE

MUNICIPAL

From

1/01

To

to 12/31

Diversion Rate

0.600 cfs

0.600 cfs

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	L2 (NWNE)	Sec 4 Twp 04N Rge 01W ADA County
GROUND WATER	SESW	Sec 5 Twp 04N Rge 01W ADA County
GROUND WATER	SWNW	Sec 8 Twp 04N Rge 01W ADA County
GROUND WATER	SWSW	Sec 32 Twp 05N Rge 01W ADA County
GROUND WATER	SWSE	Sec 33 Twp 05N Rge 01W ADA County

CONDITIONS OF APPROVAL

1. Place of use is within the service area of Star Sewer and Water District as provided for under Idaho law. The place of use is generally located within Sections 4-9 and 15-18, Township 4 North, Range 1 West; Sections 1, 2, 12, and 13, Township 4 North, Range 2 West; and Sections 31, 32 and 33, Township 5 North, Range 1 West.
2. A map generally depicting the service area for this water right at the time of this approval is attached to this document for illustrative purposes.
3. Right holder shall comply with the drilling permit requirements of Idaho Code § 42-235 and applicable Well Construction Rules of the Department.
4. Point of diversion known as well no. 1 is located within Lot 1, Blk. 3, Waterview Estates Subdivision; well no. 3 is located within Lot 6, Blk. 3, Lobo Creek Subdivision; well no. 4 is located within Lot 16, Blk. 1, Trellis Subdivision; and well no. 5 is located within Lot 2, Blk. 5, Trellis Subdivision.
5. Rights 63-12100, 63-12370 and 63-31969 when combined shall not exceed a total diversion rate of 4.79 cfs for municipal purposes.
6. Rights 63-12100, 63-12370 and 63-31969 when combined shall not exceed a total diversion rate of 5.00 cfs.
7. This right does not grant any right-of-way or easement across the land of another.

Transfer No. 82549

WATER RIGHT NO. 63-12370
As Modified by Transfer No. 82549

CONDITIONS OF APPROVAL

8. 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 use power records to determine the amount of water diverted and shall annually report the information to the Department.
9. To the extent necessary for administration between points of diversion for ground water, and between points of diversion for ground water and hydraulically connected surface sources, this right retains its original priority for well locations authorized under this right as identified in license dated March 10, 1999.
10. The daily diversion volume for non-domestic uses under this municipal right shall not exceed 2,500 gallons per use and the daily diversion volume for domestic uses under this right shall not exceed 13,000 gallons per dwelling in accordance with Section 42-111, Idaho Code.
11. Irrigation of large projects such as parks, golf courses, or sports activities fields is not authorized under this right.
12. The right holder shall not provide water diverted under this right for the irrigation of land having appurtenant surface water rights as a primary source of irrigation water except when the surface water rights are not available for use or where the use of surface water was replaced by the use of water diverted in connection with this right before the approval of Transfer 82549. This condition applies to all land with appurtenant surface water rights, including land converted from irrigated agricultural use to other land uses but still requiring water to irrigate lawns and landscaping.
13. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
14. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

WATER RIGHT NO. 63-31969**As Modified by Transfer No. 82549**

In accordance with the approval of Transfer No. 82549, Water Right No. 63-31969 is now described as follows:

Right Holder: STAR SEWER & WATER DISTRICT
PO BOX 400
STAR, ID 83669

Priority Date: 7/1/2004

Source: GROUND WATER

BENEFICIAL USE	From	To	Diversion Rate
FIRE PROTECTION	01/01	to 12/31	5.000 cfs
MUNICIPAL	01/01	to 12/31	4.790 cfs
			5.000 cfs

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	L2 (NWNE)	Sec 4 Twp 04N Rge 01W ADA County
GROUND WATER	SESW	Sec 5 Twp 04N Rge 01W ADA County
GROUND WATER	SWNW	Sec 8 Twp 04N Rge 01W ADA County
GROUND WATER	SWSW	Sec 32 Twp 05N Rge 01W ADA County
GROUND WATER	SWSE	Sec 33 Twp 05N Rge 01W ADA County

PLACE OF USE: FIRE PROTECTION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	01W	5										X	X	X				X	X
04N	01W	6								X	X			X	X	X	X	X	
04N	01W	6		X	X				X										
			L 1	L 2					L 5										
04N	01W	7	X	X	X	X	X			X	X				X	X	X	X	
04N	01W	7						X	X			X							
								L 1	L 2			L 3							
04N	01W	8	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
04N	01W	9							X			X		X					
04N	01W	15							X										
04N	01W	16						X	X										
04N	01W	17	X	X	X	X	X	X	X	X	X	X	X		X	X			
												L 4	L 4						
04N	01W	17								X	X				X	X			
										L 3	L 6				L 1	L 2			
04N	01W	17														X			
																L 7			
04N	01W	18	X	X	X	X	X			X									
04N	01W	18						X	X						X				
								L 1	L 2						L 7				
04N	02W	1								X	X	X	X				X	X	
04N	02W	2			X	X			X	X	X	X			X	X			
04N	02W	12	X	X			X		X	X	X	X		X			X		
04N	02W	13		X	X		X			X	X			X			X		
														L 3			L 2		
05N	01W	31													X	X	X	X	
05N	01W	32									X	X							

Transfer No. 82549

WATER RIGHT NO. 63-31969
As Modified by Transfer No. 82549

CONDITIONS OF APPROVAL

1. Place of use is within the service area of Star Sewer and Water District as provided for under Idaho law. The place of use is generally located within Sections 4-9 and 15-18, Township 4 North, Range 1 West; Sections 1, 2, 12, and 13, Township 4 North, Range 2 West; and Sections 31, 32 and 33, Township 5 North, Range 1 West.
2. A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustrative purposes.
3. Right holder shall comply with the drilling permit requirements of Idaho Code § 42-235 and applicable Well Construction Rules of the Department.
4. Point of diversion known as well no. 1 is located within Lot 1, Blk. 3, Waterview Estates Subdivision; well no. 3 is located within Lot 6, Blk. 3, Lobo Creek Subdivision; well no. 4 is located within Lot 16, Blk. 1, Trellis Subdivision; and well no. 5 is located within Lot 2, Blk. 5, Trellis Subdivision.
5. Rights 63-12100, 63-12370, and 63-31969 when combined shall not exceed a total diversion rate of 4.79 cfs for municipal purposes.
6. Rights 63-12100, 63-12370 and 63-31969 when combined shall not exceed a total diversion rate of 5.00 cfs.
7. This right does not grant any right-of-way or easement across the land of another.
8. 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 use power records to determine the amount of water diverted and shall annually report the information to the Department.
9. To the extent necessary for administration between points of diversion for ground water, and between points of diversion for ground water and hydraulically connected surface sources, this right retains its original priority for well locations authorized under this right as identified in license dated February 3, 2011.
10. Water shall not be diverted for fire protection use under this right except to fight or repel an existing fire.
11. The right holder shall not provide water diverted under this right for the irrigation of land having appurtenant surface water rights as a primary source of irrigation water except when the surface water rights are not available for use. This condition applies to all land with appurtenant surface water rights, including land converted from irrigated agricultural use to other land uses but still requiring water to irrigate lawns and landscaping.
12. When ordered by the Director, the right holder shall provide mitigation acceptable to the Director to offset depletion of lower Snake River flows needed for migrating anadromous fish. The amount of water required for mitigation, which is to be released into the Snake River or a tributary for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this right. Any order of the Director issued in accordance with this paragraph shall be in conformance with applicable rules allowing the right holder due process as the need for mitigation and the amount of mitigation are determined.

WATER RIGHT NO. 63-31969
As Modified by Transfer No. 82549

CONDITIONS OF APPROVAL

13. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
14. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

WATER RIGHT NO. 63-31511
As Modified by Transfer No. 82549

In accordance with the approval of Transfer No. 82549, Water Right No. 63-31511 is now described as follows:

Right Holder: STAR SEWER & WATER DISTRICT
 PO BOX 400
 STAR, ID 83669

Priority Date: 7/21/2002

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>
DOMESTIC	01/01	to 12/31	0.330 cfs	23.2 af
FIRE PROTECTION	01/01	to 12/31	3.900 cfs	
			3.900 cfs	23.2 af

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	L2 (NWNE)	Sec 4 Twp 04N Rge 01W ADA County
GROUND WATER	SESW	Sec 5 Twp 04N Rge 01W ADA County
GROUND WATER	SWNW	Sec 8 Twp 04N Rge 01W ADA County
GROUND WATER	SWSW	Sec 32 Twp 05N Rge 01W ADA County
GROUND WATER	SWSE	Sec 33 Twp 05N Rge 01W ADA County

PLACE OF USE: DOMESTIC

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	01W	4		X			X												
				L 2			L 3												
05N	01W	33									X			X			X		

PLACE OF USE: FIRE PROTECTION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	01W	4		X			X												
				L 2			L 3												
05N	01W	33									X			X			X		

CONDITIONS OF APPROVAL

- Domestic use is for 48 homes and 1 golf pro-shop, and does not include lawn, garden, landscape, or other types of irrigation.
- The domestic use authorized under this right shall not exceed 13,000 gallons per day per home.

Transfer No. 82549

WATER RIGHT NO. 63-31511
As Modified by Transfer No. 82549

CONDITIONS OF APPROVAL

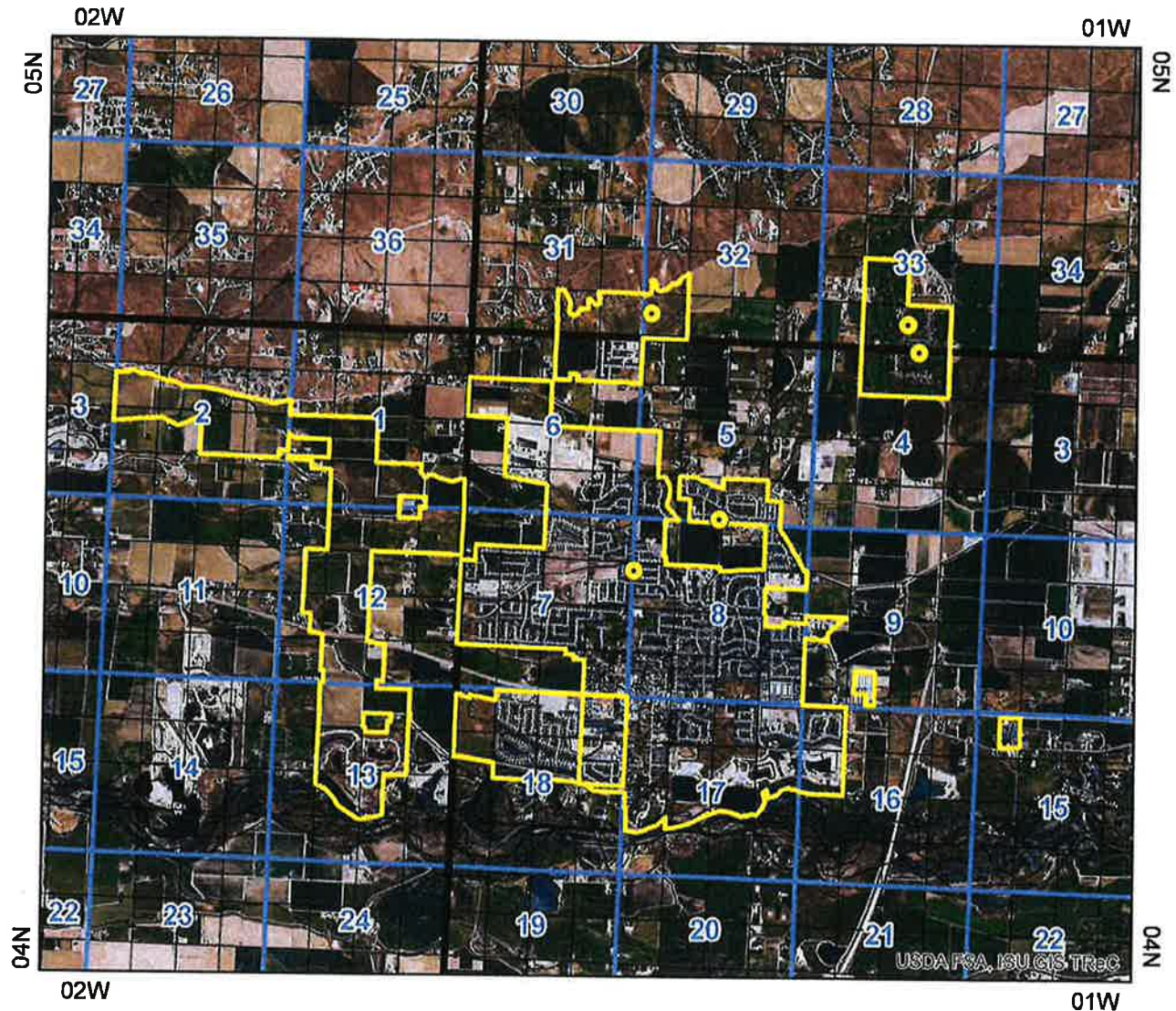
3. Place of use is located within Lots 4-11, 13-17, 20-25, 27-35, Blk. 1; Lots 4-8, 10-13, 15-18, 20-25, 27, Blk. 5, The Trellis Subdivision.
4. Point of diversion known as well no. 1 is located within Lot 1, Blk. 3, Waterview Estates Subdivision; well no. 3 is located within Lot 6, Blk. 3, Lobo Creek Subdivision; well no. 4 is located within Lot 16, Blk. 1, Trellis Subdivision; and well no. 5 is located within Lot 2, Blk. 5, Trellis Subdivision.
5. 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.
6. To the extent necessary for administration between points of diversion for ground water, and between points of diversion for ground water and hydraulically connected surface sources, this right retains its original priority for well locations authorized under this right as identified in license dated March 2, 2013.
7. Water shall not be diverted for fire protection use under this right except to fight or repel an existing fire.
8. When ordered by the Director, the right holder shall provide mitigation acceptable to the Director to offset depletion of lower Snake River flows needed for migrating anadromous fish. The amount of water required for mitigation, which is to be released into the Snake River or a tributary for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this right. Any order of the Director issued in accordance with this paragraph shall be in conformance with applicable rules allowing the right holder due process as the need for mitigation and the amount of mitigation are determined.
9. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
10. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Star Sewer & Water District

Attachment to Transfer No. 82549

63-12100, 63-12370 & 63-31969

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



-  Water Service Area Boundary
-  Townships
-  PLS Sections
-  Points_of_Diversion

0 0.5 1 2 Miles

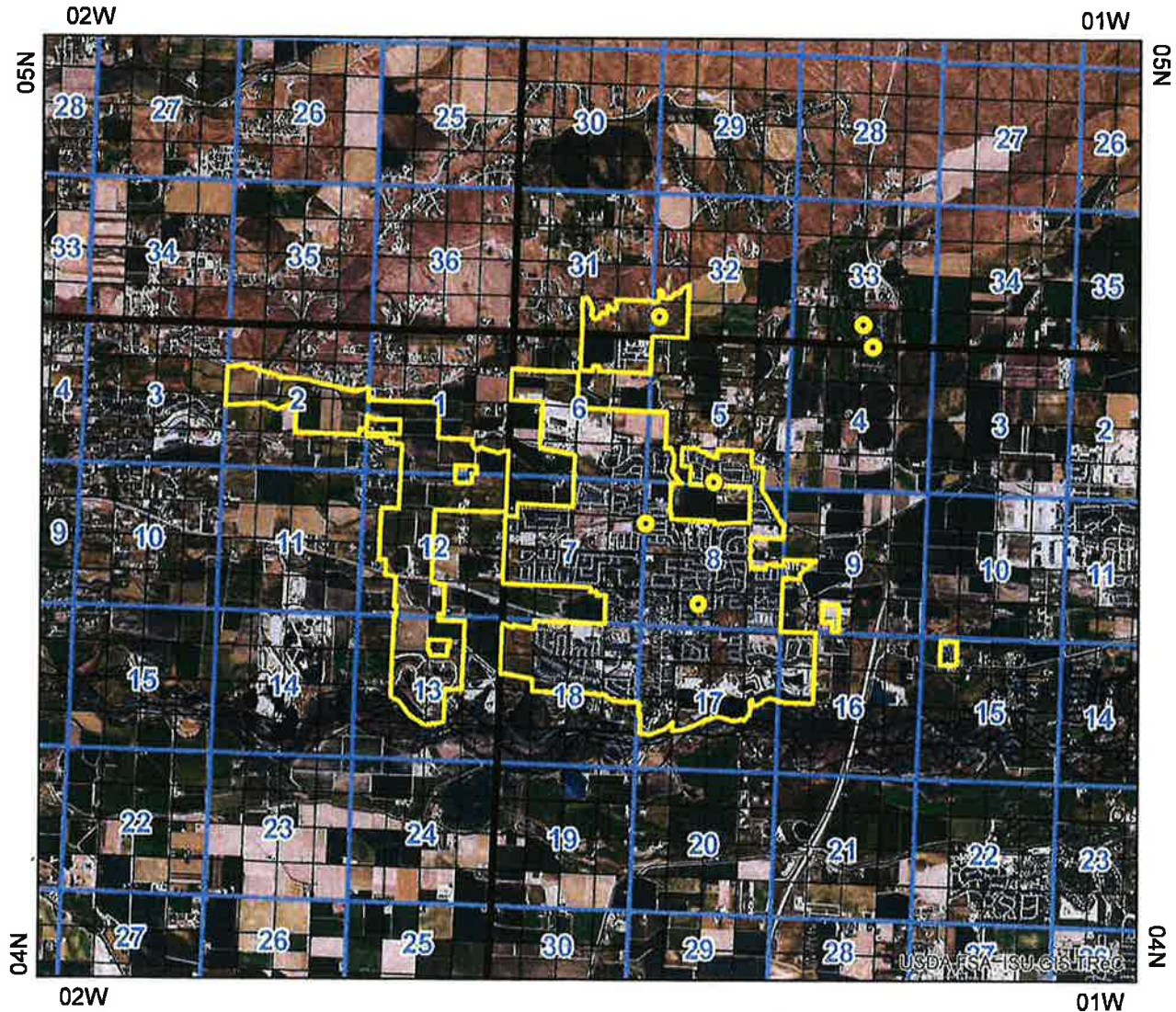


State of Idaho
Department of Water Resources

Attachment to Transfer No. 82549

63-31969

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



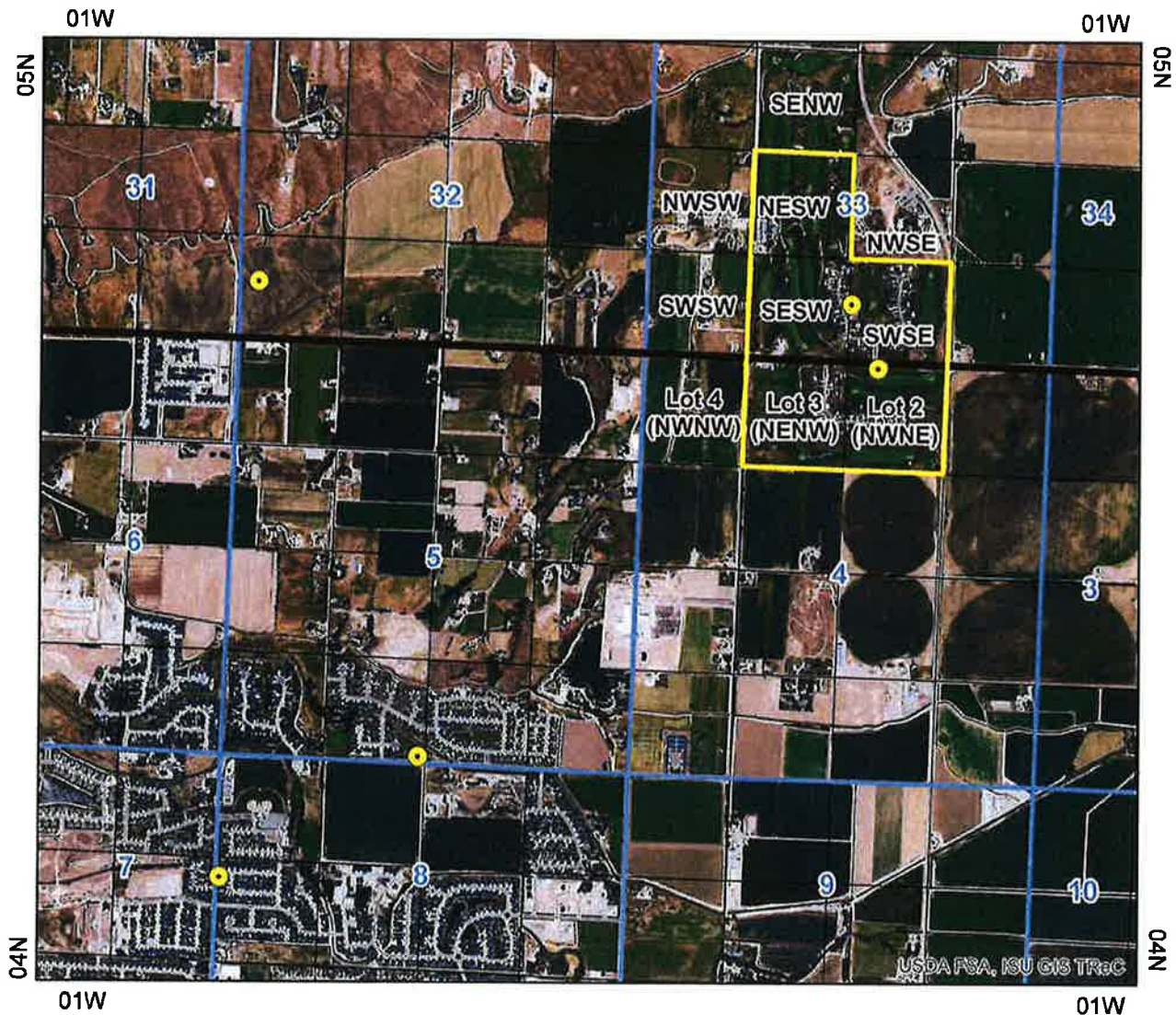
-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections

0 0.75 1.5 3 Miles



State of Idaho
Department of Water Resources
Attachment to Transfer No. 82549
63-31511

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



0 0.275 0.55 1.1 Miles

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





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

September 28, 2018

STAR SEWER & WATER DISTRICT
PO BOX 400
STAR ID 83669

Re: Transfer No: 82549
Water Right No(s): 63-12100, 63-12370, 63-31511, 63-31969

Transfer Approval Notice

Dear Water Right Holder and other Interested Persons:

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

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

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

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

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

If you have any questions, please contact me at (208) 287-4951.

Sincerely,



Pamela S. Skaggs, Manager

Water Rights Section

Enclosure(s)

c:

KELLER ASSOC
131 SW 5TH AVE STE A
MERIDIAN ID 83642

CERTIFICATE OF SERVICE

I hereby certify that on October 1, 2018 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved Transfer) to the person(s) listed below:

Re: Transfer No.: 82549

Water Right No(s): 63-12100, 63-12370, 63-31511, 63-31969

**STAR SEWER & WATER DISTRICT
PO BOX 400
STAR ID 83669**

**KELLER ASSOC
131 SW 5TH AVE STE A
MERIDIAN ID 83642**



**Darla Block
Technical Records Specialist**

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

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

(Required by Rule of Procedure 730.02)

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

PETITION FOR RECONSIDERATION

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

EXCEPTIONS AND BRIEFS

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

REQUEST FOR HEARING

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

ORAL ARGUMENT

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

CERTIFICATE OF SERVICE

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

FINAL ORDER

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

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

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

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

APPEAL OF FINAL ORDER TO DISTRICT COURT

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

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

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

RECEIVED

SEP 19 2018

DEPARTMENT OF
WATER RESOURCES**LEGAL PROOF OF PUBLICATION**

Account #	Ad Number	Identification	PO	Amount	Cols	Lines
321081	000383337	LEGAL NOTICE NOTICE OF PROPOSED CHA	City Meridian	\$274.48	2	87

Attention: JEAN HERSLEYIDAHO DEPT OF WATER RESOURCES - STATE OFFICE
PO BOX 83720
BOISE, ID 837200098**LEGAL NOTICE****NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 82259**

CITY OF MERIDIAN, 33 E BROADWAY AVE, MERIDIAN, ID 83642; has filed Application No. 82259 for changes to the following water rights within ADA County(s): Right No(s). 63-11671, 63-7307. The purpose of the transfer is to change a portion of the above rights as follows:

change the place of use, add points of diversion, change nature & period of use under rights historically used for domestic & irrigation uses in the Meridian Heights Subdivisions to municipal use within the City of Meridian's municipal water supply system.

TRANSFER NO. 82549

STAR SEWER & WATER DISTRICT, PO BOX 400, STAR, ID 83669; has filed Application No. 82549 for changes to the following water rights within ADA County(s): Right No(s). 63-12100, 63-12370, 63-31511, 63-31969. The purpose of the transfer is to change a portion of the above rights as follows:

add 1 new well & 4 existing wells to the Star Sewer & Water District rights as authorized points of diversion as an integrated delivery system. The proposed new well is located in SWSW, S32, T5N, R1W, north of the intersection of W Beacon Light Rd & N Hammett Ln, north of Star, Idaho in Ada County.

For additional information concerning the property location, contact IDWR State office at (208) 287-4800; or for a full description of the transfer, please see

<http://www.idwr.idaho.gov/water-rights/transfers/search.html>

Protests may be submitted based on the criteria of Idaho Code Sec. 42-222.

Any protest against the proposed change must be filed with the Department of Water Resources, 322 E Front St, PO Box 83720, Boise ID 83720-0098 together with a protest fee of \$25.00 for each application on or before 9/24/2018. The protestant must also send a copy of the protest to the applicant.

The following application(s) have been filed to amend Permit to Appropriate Water:

63-32644

STAR SEWER & WATER DISTRICT

PO BOX 400

STAR, ID 83669

Point of Diversion SWNW SESW S8 T04N R01W ADA County

Point of Diversion NWNW S16 T04N R01W ADA County

Point of Diversion SESW S5 T04N R01W ADA County

Point of Diversion SWNW S11 T04N R02W CANYON County

Point of Diversion SWSW S32 T05N R01W ADA County

Source: GROUND WATER

Use: MUNICIPAL

01/01 to 12/31

7.31 CFS

Total Diversion:

7.31 CFS

Date Filed: 7/19/2018

The purpose of this amendment is to add one (1) new well to the five (5) existing wells listed as points of diversion for this permit as an authorized point of diversion in an integrated delivery system. The proposed new well is located in SWSW, S32, T5N, R1W, north of the intersection of W Beacon Light Rd & N Hammett Ln, north of Star, Idaho in Ada County.

Permits will be subject to all prior water rights. For additional information concerning the property location, contact the State office at (208) 287-4800; or for a full description of the right(s), please see <https://idwr.idaho.gov/apps/ExtSearch/WRAApplicationResults/>. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, State Office, 322 E Front St, PO Box 83720, Boise, ID 83720 together with a protest fee of \$25.00 for each application on or before 9/24/2018. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Pub. Sept. 6, 13, 2018

000383337-01

JANICE HILDRETH, being duly sworn, deposes and says: That she is the Principal Clerk of The Idaho Statesman, a daily newspaper printed and published at Boise, Ada County, State of Idaho, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in The Idaho Statesman, in conformity with Section 60-108, Idaho Code, as amended, for:

2 Insertions

Beginning issue of: 09/06/2018

Ending issue of: 09/13/2018

Janice Hildreth
(Legals Clerk)

STATE OF IDAHO)

, SS

COUNTY OF ADA)

On this 13th day of September in the year of 2018 before me, a Notary Public, personally appeared before me Janice Hildreth known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.

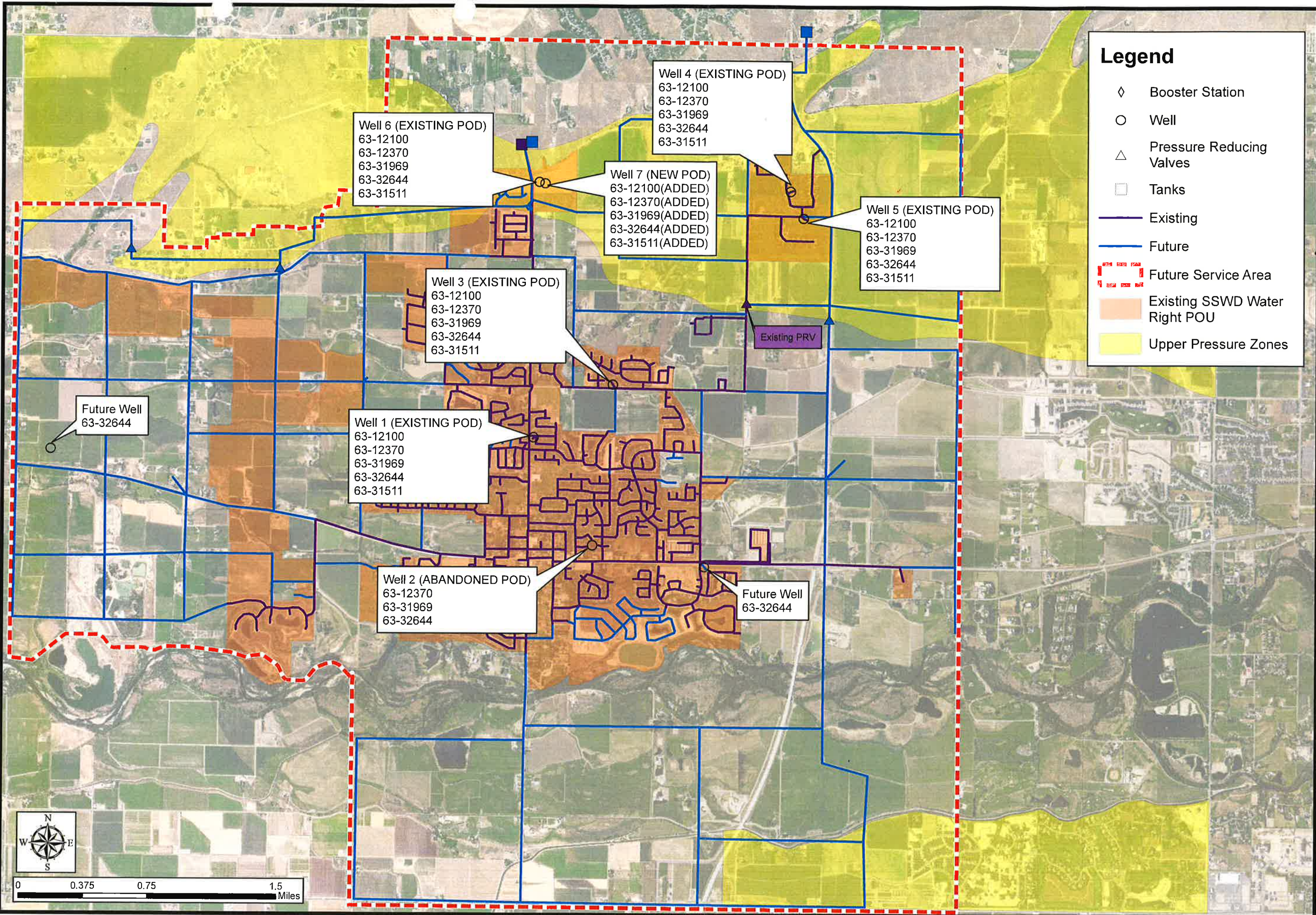
Heather Harradine

Notary Public FOR Idaho
Residing at: Boise, Idaho

My Commission expires: 2/14/2020



C:\Users\jnelson\Desktop\GIS\Figure 1.mxd



Prepared for:

**STAR SEWER
& WATER DISTRICT**

**IDWR Water Right Application
for Roselands Well 6**

Title:

Figure:





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

BRAD LITTLE
Governor

GARY SPACKMAN
Director

April 12, 2019

STAR SEWER & WATER DISTRICT
PO BOX 400
STAR, ID 83669

**RE: Transfer No. 83112
Application for Permit No. 63-32644**

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application and amendment of permit application. Please refer to the transfer and permit numbers referenced above in all future correspondence regarding these applications.

A legal notice of the applications has been prepared and is scheduled for publication in the IDAHO STATESMAN on 4/18/2019 and 4/25/2019. Protests to either application may be submitted for a period ending ten (10) days after the second publication.

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

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

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

Sincerely,

Anna Kaiser
Administrative Assistant

Kaiser, Anna

From: Kaiser, Anna
Sent: Thursday, April 11, 2019 3:40 PM
To: 'BOI Legals'
Subject: Ada Legal Ad
Attachments: Cover Letter.docx; Legal Notice.docx

Good Afternoon Legal Clerk,

Please see the attached ad for publication on 4/18/2019 & 4/25/2019.

Please confirm these are okay to publish as shown.

Thank You,

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

April 11, 2019

LEGAL NOTICE DEPARTMENT
IDAHO STATESMAN
PO BOX 40
BOISE, ID 83707

**RE: Transfer No. 83112,
Water Right No(s): 63-12100, 63-12370, 63-31511, 63-31969
Proposed Amendment of Water Permit
Notice of Draft Permit**

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 5/6/2019. Your cooperation is appreciated.

Sincerely,

Anna Kaiser
Administrative Assistant

Enclosures

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 83112

STAR SEWER & WATER DISTRICT, PO BOX 400, STAR, ID 83669; has filed Application No. 83112 for changes to the following water rights within ADA County(s): Right No(s). 63-12100, 63-12370, 63-31511, 63-31969; to see a full description of these rights and the proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. The purpose of the transfer is to change a portion of the above rights as follows: The purpose of the transfer is to drill a new well and add a point of diversion to the Star Sewer and Water District system. The proposed well is located 0.5 miles northwest from the intersection W New Hope Rd and N Wing Rd. Water will be used at the current place of use within the Star Sewer and Water District service boundary.

PROPOSED AMENDMENT OF WATER PERMIT

Star Sewer and Water District of PO Box 400 Star ID 83669 filed Application No. 83117 on April 5, 2018 to amend a water permit no. 63-32644 with a 2011 priority from groundwater totaling 7.31 cfs for municipal use. The permit provides municipal water for property located within the Star Sewer and Water District delivery boundaries. The applicant proposes to amend the permit to add a point of diversion to develop a new well approximately 0.5 mile NW of W New Hope Rd and N Wing Rd.

NOTICE OF DRAFT PERMIT

Notice is given of draft permit(s) allowing the operation of an injection well as per provisions of Title 42, Chapter 39, Idaho Code for the following injection well(s) listed in this format // Well Number, Location, Operator, Injectate //:

// 63W161001, T4NR2ES30NWSWSE, SUEZ, Potable Water //

// 63W264001, T4NR1ES34SENESEW, SUEZ, Potable Water //

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Western Region office at (208) 334-2190; or for a full description of the right(s), proposed transfer(s), or amendment(s) please see www.idwr.idaho.gov. Protests may be submitted based on the criteria of Idaho Code §§ 42-203A, 42-222 and 42-211. Any protest against the approval of the application(s) must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705 together with a protest fee of \$25.00 for each application on or before 5/6/2019. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 4/18/2019 and 4/25/2019

MEMORANDUM

TO: Transfer No. 83112
FROM: Patrick Kelly
DATE: 4/1/2019
RE: Evaluation of Application

Summary of Information Submitted

Star Sewer and Water District filed transfer no. 83112 to add a POD (Well #7) to their water system. The new POD within SWSW Sec 32 Twp 5N Rge 1W Ada County is located 0.5 miles northwest from the intersection W New Hope Rd and N Wing Rd.

Authority to File

The application was filed in the name of Star Sewer and Water District. The company is the current water right owner and has secured an easement for land pertinent to the transfer. The application was signed by Floyd Day and Justin Walker. A request for officers to sign on behalf of the company was made via email. This list did not include Mr. Day or Mr. Walker so an amended application is required.

Water Right Validity

The rights were licensed for municipal use between 1998 to 2013. Star Sewer and Water District has been serving its users since this time. Concerns over validity are not present at this time.

Overlap Analysis

Star Sewer and Water District own a total of 5 water rights for Municipal, Commercial, Domestic and Fire Protection uses. Four of the rights are included in the transfer. 63-10733 is a Commercial right used at the sewage treatment plant and is not part of the municipal system. No other rights should be considered for this transfer.

Injury to Other Water Rights

None anticipated. Well #7 is proposed to be drilled in the immediate vicinity to Well #6 which is an existing POD. The application describes a well to be drilled with a submersible pump. This implies that the diversion from the intended well will not create a significant impact on local water users. Still, since the diversion point will not be limited by rate in conditions of approval, the new well will be advertised to provide the opportunity to protest.

Enlargement of Use

The new point of diversion is not considered an improvement to the source. Limits to diversion rate or volumes are not changing.

Local Public Interest

No information has been made available to suggest a conflict with public interest.

Beneficial Use/Conservation of Water Resources

The application proposes beneficial use consistent with conservation of water resources in Idaho.

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

Summary

Assuming protests are not filed and/or other information does not contradict the above analysis, the application can be approved as reflected by the draft approval.

Kelly, Patrick

From: Terra Estrada <TEstrada@StarSWD.com>
Sent: Monday, April 01, 2019 3:13 PM
To: Kelly, Patrick
Subject: RE: Water Right Transfer 83112

Yes, I'll have a board member sign the document and send it back to you.
Thanks,
Terra

From: Kelly, Patrick <Patrick.Kelly@idwr.idaho.gov>
Sent: Monday, April 1, 2019 3:10 PM
To: Terra Estrada <TEstrada@StarSWD.com>
Subject: RE: Water Right Transfer 83112

Terra,
Thank you Terra. I have attached a copy of the transfer that was submitted to our office. Could you or anyone listed below sign Item #8, possibly below where Mr. Day and Walker have signed? Mail this back to my office at:

IDWR
Attn: Patrick Kelly
2735 Airport Way
Boise ID 83705

Thank you,

Patrick Kelly
Water Rights Supervisor
Emergency Agency Coordinator
2735 Airport Way
Boise, Idaho 83705
o: 208.334.2190
patrick.kelly@idwr.idaho.gov

From: Terra Estrada [<mailto:TEstrada@StarSWD.com>]
Sent: Monday, April 01, 2019 1:14 PM
To: Kelly, Patrick <Patrick.Kelly@idwr.idaho.gov>
Subject: RE: Water Right Transfer 83112

Hello,
John (Jack) A. Kirtley, Board Chairman
Greg Timinsky, Board Member
Bruce Borup, Treasurer
Cindy Birdwell, Board Member
John (Clayton) Beagley, Board Member
Terra Estrada, District Secretary

Please let me know if you need any additional information.
Thank you,

Terra

From: Kelly, Patrick <Patrick.Kelly@idwr.idaho.gov>

Sent: Monday, April 1, 2019 11:31 AM

To: Terra Estrada <TEstrada@StarSWD.com>

Subject: Water Right Transfer 83112

Dear Applicant,

Your transfer application to add a POD (Well #7) has been received by my office and is under review. Please submit documentation identifying officers authorized to sign on behalf of the applicant.

Sincerely,

Patrick Kelly

Water Rights Supervisor

Emergency Agency Coordinator

2735 Airport Way

Boise, Idaho 83705

o: 208.334.2190

patrick.kelly@idwr.idaho.gov