

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 09 2013

WATER RESOURCES
WESTERN DIVISION

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 and Water District Phone 208-286-7388

2. **MAILING ADDRESS** PO Box 400 City Star

State Idaho 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, 63-32644, 63-31511

- ☒ 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 6.7 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 #
X			SW	SW	32	5N	1W	Ada	Groundwater	Well 6
			SW	NW	08	4N	1W	Ada	Groundwater	Well 1
			SE	SW	05	4N	1W	Ada	Groundwater	Well 3
			NW	NE	04	4N	1W	Ada	Groundwater	Well 5 (Trellis)
			SW	SE	33	5N	1W	Ada	Groundwater	Well 4 (Trellis)

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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 District is drilling a new municipal well (Well 6) in this location with a vertical turbine pump. The well head and all pumping equipment will be housed inside a lockable, block building with a magnetic flow meter.

- 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 (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 RAFN permit 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]
Signature of applicant or authorized agent

Cindy Birdwell, Board Member 070618
Print name and title if applicable Date

[Signature]
Signature of applicant or authorized agent

Justin Walker, District Engineer
Print name and title if applicable Date 7/6/2018

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

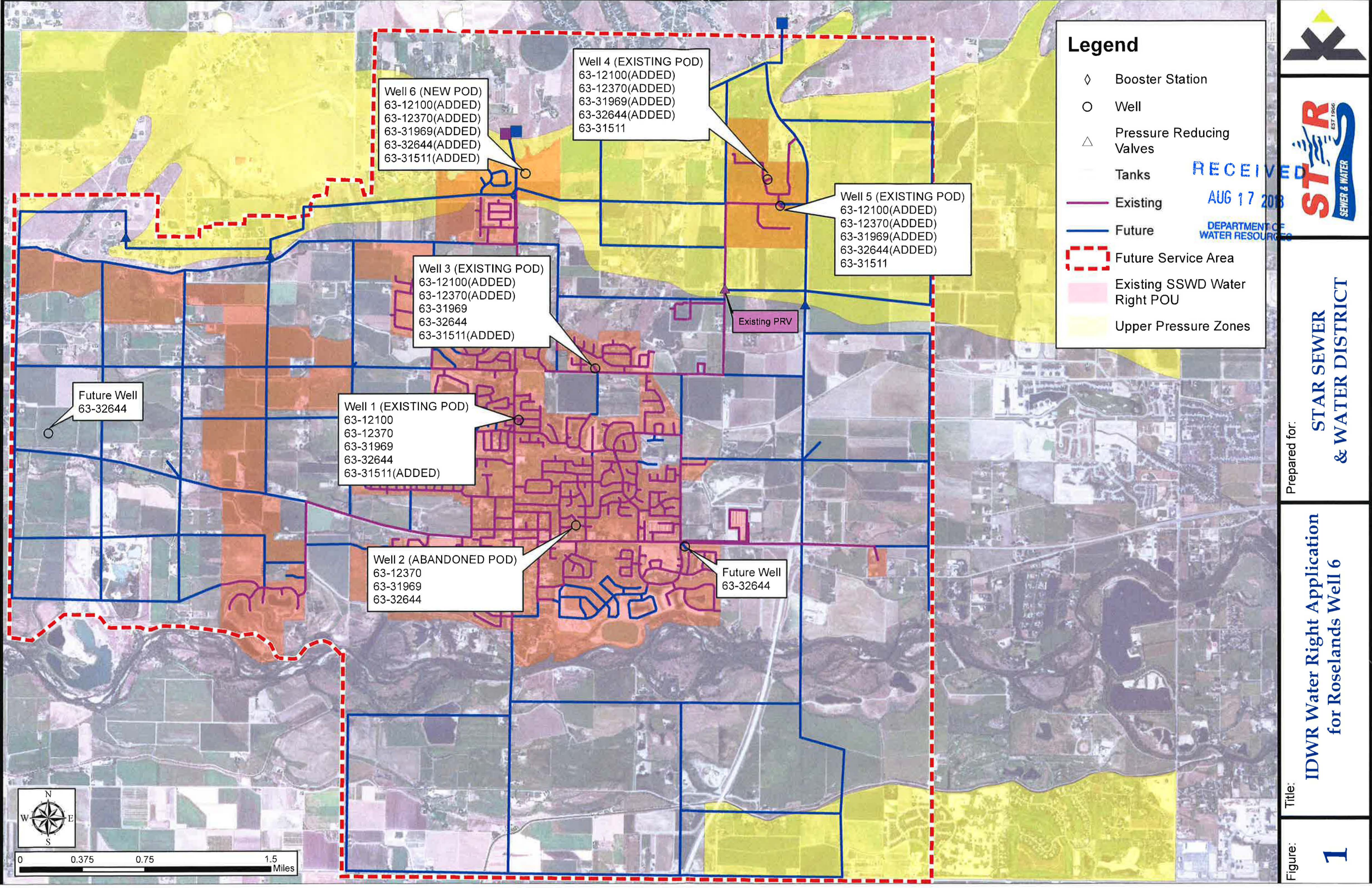
Transfer includes _____ pages of attachments. Received by CS Date 7/9/18

Fee paid \$980⁰⁰ Date 7/9/18 Receipted by CS Receipt # WD46529

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)



Legend

- ◊ Booster Station
- Well
- △ Pressure Reducing Valves
- Tanks
- Existing
- Future
- Future Service Area
- Existing SSWD Water Right POU
- Upper Pressure Zones

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AUG 17 2018
DEPARTMENT OF
WATER RESOURCES



STAR SEWER & WATER DISTRICT

Prepared for:

IDWR Water Right Application
for Roselands Well 6

Title:

Figure: 1

Well 6 (NEW POD)
63-12100(ADDED)
63-12370(ADDED)
63-31969(ADDED)
63-32644(ADDED)
63-31511(ADDED)

Well 4 (EXISTING POD)
63-12100(ADDED)
63-12370(ADDED)
63-31969(ADDED)
63-32644(ADDED)
63-31511

Well 5 (EXISTING POD)
63-12100(ADDED)
63-12370(ADDED)
63-31969(ADDED)
63-32644(ADDED)
63-31511

Well 3 (EXISTING POD)
63-12100(ADDED)
63-12370(ADDED)
63-31969
63-32644
63-31511(ADDED)

Well 1 (EXISTING POD)
63-12100
63-12370
63-31969
63-32644
63-31511(ADDED)

Well 2 (ABANDONED POD)
63-12370
63-31969
63-32644

Future Well
63-32644

Future Well
63-32644

Existing PRV



0 0.375 0.75 1.5
Miles

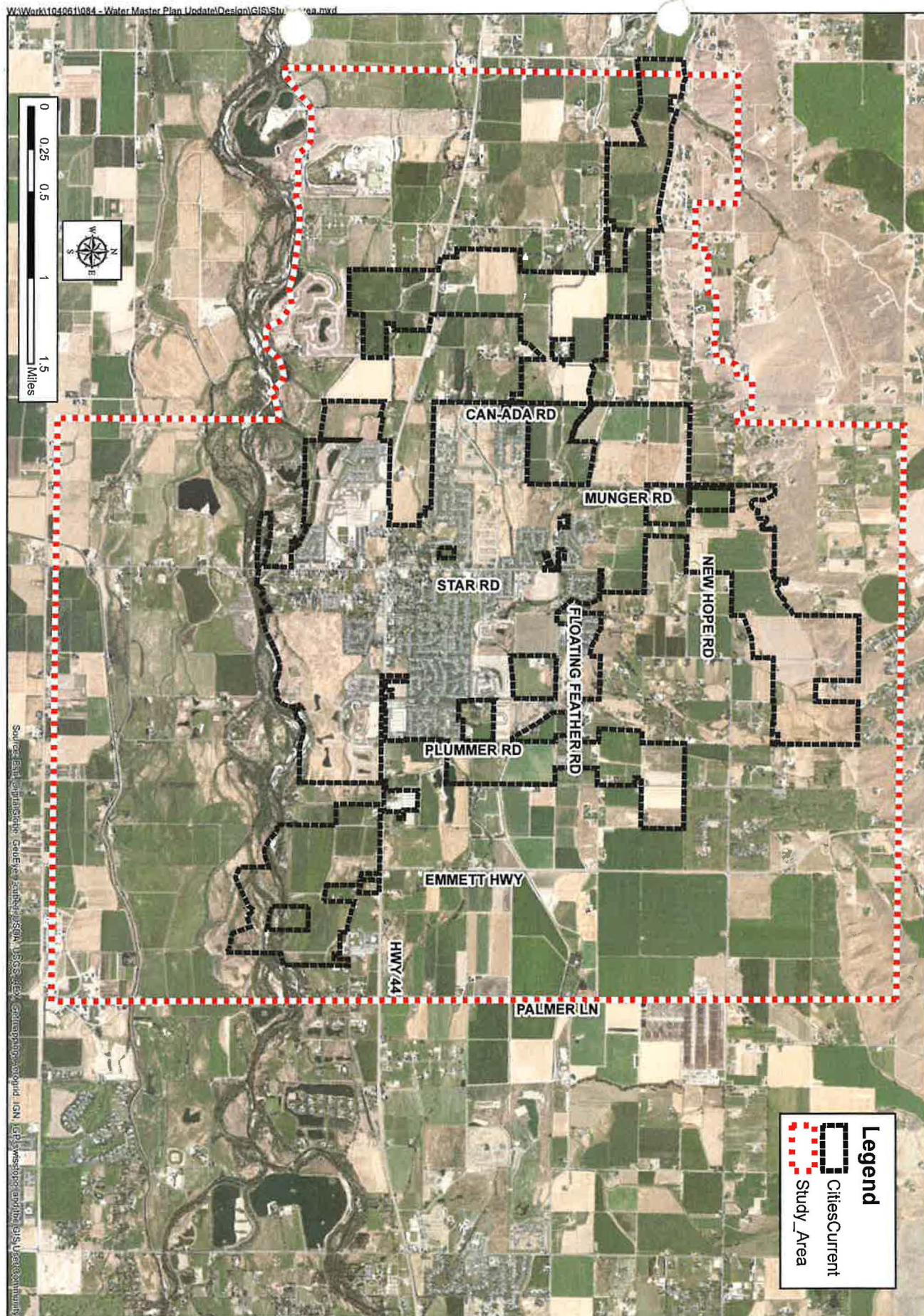


Figure: A-1	Title: 2013 WATER MASTER PLAN STUDY AREA	Prepared for: STAR SEWER & WATER DISTRICT		
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Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

9/10/2014

WATER RIGHT NO. 63-12100

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	STAR SEWER & WATER DISTRICT PO BOX 277 STAR, ID 83669 (208)286-7475

Priority Date: 03/05/1994

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
MUNICIPAL	1/01	12/31	1.5 CFS	
Total Diversion			1.5 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SWNW|Sec. 08|Township 04N|Range 01W|ADA County

Licensed Diversion Capacity: 2.56

Place(s) of use: No POUs found for this right

Conditions of Approval:



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1. 075 Irrigation of large projects such as parks, golf courses, or sports activities fields is not authorized under this right.
2. Place of use is lands within the boundaries of the Star Sewer and Water District.
The daily diversion volume for non-domestic uses under this municipal right shall not exceed
3. 022 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.

Dates:

Licensed Date: 03/31/1998

Decreed Date:

Permit Proof Due Date: 6/1/1996

Permit Proof Made Date: 7/3/1996

Permit Approved Date: 5/25/1994

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 02/01/1994

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit:

Combined Volume Limit:

Combined Rate Limit: 4.79

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

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

WATER RIGHT NO. 63-12370

Priority Date: 10/23/1996
Basis: License
Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

Location of Point(s) of Diversion:

GROUND WATER	SWNW	Sec. 08	Township 04N	Range 01W	ADA County
GROUND WATER	SESW	Sec. 08	Township 04N	Range 01W	ADA County

Licensed Diversion Capacity: 3.46

Place(s) of use: No POUs found for this right

- 1.075 Irrigation of large projects such as parks, golf courses, or sports activities fields is not authorized under this right.
2. Place of use is within the service area of Star Sewer and Water District. Right 63-12100 is also diverted through the point of diversion located in the SWNW, S8, T4N, R1W.
- 3.022 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.

Number of Protests: 0

Mitigation Plan: False

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

9/10/2014

WATER RIGHT NO. 63-31969

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	STAR SEWER & WATER DISTRICT PO BOX 400 STAR, ID 83669 (208) 286-7431

Priority Date: 07/01/2004

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
MUNICIPAL	01/01	12/31	4.79 CFS	
FIRE PROTECTION	01/01	12/31	5 CFS	
Total Diversion			5 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SESW	Sec. 05	Township 04N	Range 01W	ADA County
GROUND WATER	SWNW	Sec. 08	Township 04N	Range 01W	ADA County
GROUND WATER	SESW	Sec. 08	Township 04N	Range 01W	ADA County

Place(s) of use: Large POU Info

Conditions of Approval:


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1. 126 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 5-9 and 15-18, Township 4 North, Range 1 West; Sections 1, 2, 12, and 13, Township 4 North, Range 2 West; and Sections 31 and 32, Township 5 North, Range 1 West.
2. 180 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. X35 Rights 63-12100, 63-12370, and 63-31969 when combined shall not exceed a total diversion rate of 4.79 cfs for municipal purposes.
4. 01M 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.
5. 102 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.
6. 103 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.

Dates:

Licensed Date: 01/06/2011

Decreed Date:

Permit Proof Due Date: 10/1/2009

Permit Proof Made Date: 10/23/2009

Permit Approved Date: 11/12/2004

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 05/17/2006

Protest Deadline Date: 09/25/2006

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit:

Combined Volume Limit:

 **82549**

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Permit Report

9/10/2014

WATER RIGHT NO. 63-32644

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	STAR SEWER & WATER DISTRICT PO BOX 400 STAR, ID 83669 (208) 286-7431
Representative	KELLER ASSOC INC ATTN JUSTIN WALKER 131 SW 5TH AVE STE A MERIDIAN, ID 83642 (208) 288-1992

Priority Date: 05/24/2011

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
MUNICIPAL	01/01	12/31	7.31 CFS	
Total Diversion			7.31 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SESW	Sec. 05	Township 04N	Range 01W	ADA County
GROUND WATER	SWNW	Sec. 08	Township 04N	Range 01W	ADA County
GROUND WATER	SESW	Sec. 08	Township 04N	Range 01W	ADA County
GROUND WATER	NWNW	Sec. 16	Township 04N	Range 01W	ADA County

GROUND WATER|SWNW|Sec. 11|Township 04N|Range 02W|CANYON County

Place(s) of use: Large POU Info

Conditions of Approval:

1. 180 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.
2. 126 Place of use is within the service area of 63-31969. (The place of use is generally located withing Sections 5-9 and 15-18, Township 04N, Range 01W; Sections 1, 2, 12 and 13, Township 04N, Range 02W; and Sections 31 and 32, Township 05N, Range 01W.
3. 26A Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
4. 109 The full system capacity necessary to provide water for the reasonably anticipated future needs authorized under this right must be constructed by the end of the designated planning horizon.
5. This right authorizes the diversion and use of 7.31 cfs for reasonable anticipated future needs for municipal purposes within the Star Sewer and Water District service area for a 25-year planning horizon ending December 31, 2035, pursuant to Section 42-202(B), Idaho Code.
6. 102 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.
7. 01M 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.
8. 004 This right does not grant any right-of-way or easement across the land of another.
9. 007 The right holder shall not assign or sell the permit without first securing the written approval of the Department of Water Resources.
10. 121 The Director retains jurisdiction to require the right holder to provide purchased or leased natural flow or stored water to offset depletion of Lower Snake River flows if needed for salmon migration purposes. The amount of water required to be released into the Snake River or a tributary, if needed for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this permit.

Dates:

Proof Due Date: 08/01/2016

Proof Made Date:

Approved Date: 07/28/2011

Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Application Received Date: 04/11/2007

Protest Deadline Date: 07/05/2011

Number of Protests: 0

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Field Exam Date::
Date Sent to State Off:
Date Received at State Off:

Other Information:
State or Federal:
Owner Name Connector:
Water District Number:
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

Close

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

7/5/2018

WATER RIGHT NO. 63-31511

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	STAR SEWER & WATER DISTRICT PO BOX 400 STAR, ID 83669 2082867388
Original Owner	M & J ENTERPRISES INC 3701 HWY 16 EAGLE, ID 83616 2082860566

Priority Date: 07/21/2002

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	01/01	12/31	0.33 CFS	23.2 AFA
FIRE PROTECTION	01/01	12/31	3.9 CFS	
Total Diversion			3.9 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NWNE Lt 2	Sec. 04	Township 04N	Range 01W	ADA County
GROUND WATER	SWSE	Sec. 33	Township 05N	Range 01W	ADA County

DOMESTIC Use:

Number of homes: 48

Number of other uses: 1 GOLF PRO SHOP

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Place(s) of use:

Place of Use Legal Description: DOMESTIC ADA County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
04N	01W	4	2	NWNE										
			3	NENW										
05N		33		NESW			SESW							
				SWSE										

Place of Use Legal Description: FIRE PROTECTION ADA County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
04N	01W	4	2	NWNE										
			3	NENW										
05N		33		NESW			SESW							
				SWSE										

Conditions of Approval:

1. 077 Water shall not be diverted for fire protection use under this right except to fight or repel an existing fire.
2. WB5 Domestic use is for 48 homes and 1 golf pro-shop, and does not include lawn, garden, landscape, or other types of irrigation.
3. 071 The domestic use authorized under this right shall not exceed 13,000 gallons per day per home.
4. X60 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.
5. X59 Points of diversion are located within Lot 2, Blk. 5; Lot 16, Blk. 1; The Trellis Subdivision.
6. 01M 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.
7. 103 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.

Dates:

Licensed Date: 03/20/2013

Decreed Date:

Permit Proof Due Date: 8/1/2004

Permit Proof Made Date: 9/1/2004

Permit Approved Date: 8/15/2002

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Permit Moratorium Expiration Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date: 06/20/2002
Protest Deadline Date: 07/22/2002
Number of Protests: 0

Other Information:

State or Federal:
Owner Name Connector:
Water District Number:
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

**82549**

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
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 SLANDING LC
Name: [Signature]
Title: MANAGER

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

By: _____
Name: _____
Title: _____

EXHIBIT A

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

AMOUNT 15.00

5



106148230

NCS 178446
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 - 1

42674.0001.888659.3

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

42674.0001.888659.3

(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

42874.0001.888659.3

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 $0^{\circ}12'49''$ 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.

4
ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 09/15/06 12:15 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
First American

AMOUNT 12.00 4 1

106148233

AFTER RECORDING MAIL TO:

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

QUITCLAIM DEEDFile 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-BOI (rmr)

Date: 08/25/2006

STATE OF Utah)
COUNTY OF Salt Lake)
SS.

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.



Lori 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.

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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.

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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 $0^{\circ}12'49''$ 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.

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 $0^{\circ}12'49''$ 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.



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

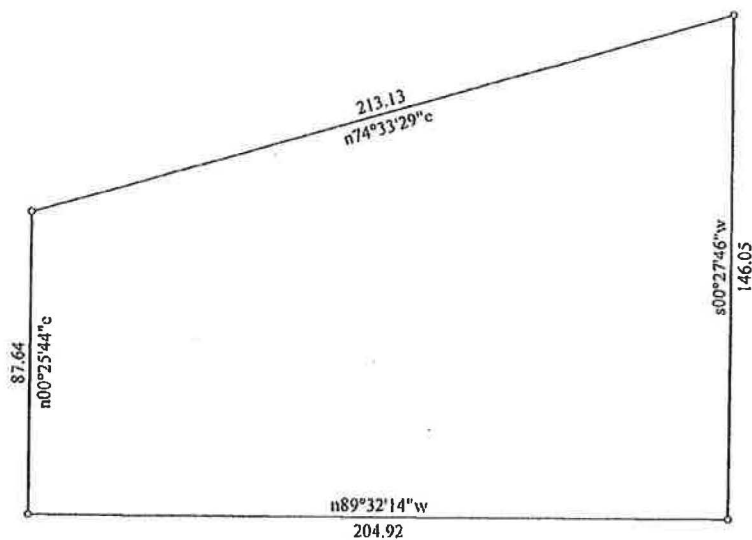
A parcel of land for a well easement situated in a portion of the Southeast 1/4 of the Southeast 1/4 of Section 31 and the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 5 North, Range 1 West, Boise Meridian, City of Star, Ada County, Idaho and being more particularly described as follows:

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: _____

Hersley, Jean

From: Hersley, Jean
Sent: Wednesday, August 29, 2018 11:50 AM
To: 'LEGAL@IDAHOSTATESMAN.COM'
Subject: Legal Notice for your paper

August 29, 2018

Legal Notice Department

Idaho Statesman
PO Box 40
Boise ID 83707

RE: Legal Ad for your paper

Dear LEGAL NOTICE DEPARTMENT:

Enclosed you will find a legal notices which we wish to have published in your newspaper 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, PO Box 83720, Boise, Idaho, 83720-0098 before September 24, 2018. Your cooperation is appreciated.

Sincerely

Jean Hersley
Technical Records Specialist II
IDWR State Office
322 E Front St
Boise ID 83720
208-287-4942
jean.hersley@idwr.idaho.gov

**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

Published on 9/6/2018 and 9/13/2018



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

August 29, 2018

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

Application to Amend Permit No. 63-32644
Transfer No. 82549
Water Right No(s). 63-12100, 63-12370, 63-31511, 63-31969

Dear Applicant:

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

A legal notice of the application for amendment has been prepared and is scheduled for publication in the IDAHO STATESMAN, PRESS TRIBUNE on 9/6/2018 and 9/13/2018. A legal notice of the application for transfer has been prepared and is scheduled for publication in the IDAHO STATESMAN on 9/6/2018 and 9/13/2018. Protests to these applications may be submitted for a period ending ten (10) days after the second publication.

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

If the applications are not protested, the Department will process your applications and notify you of any action taken on the applications. If your applications are 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,

Jean Hersley
Technical Records Specialist

CC: KELLER ASSOC INC
ATTN JUSTIN WALKER
131 SW 5TH AVE STE A
MERIDIAN, ID 83642

MEMORANDUM

Date: August 20, 2018

To: Transfer 82524

From: Clay Webster

Re: Review & Evaluation of Sufficiency of Information

The department received this application from Justin Walker of Keller Associates on behalf of Star Sewer and Water District (SSWD) on July 9, 2018. Initial review showed that permit 63-32644 was included on this application. To add the new POD to the permit will require an Application for Amendment of a Permit. This was received on July 19, 2018. The transfer application proposes to add a new well to the SSWD rights as an authorized point of diversion. The new POD is identified to be placed in **SWSW of 5N, 1W, S32**. This location is North of the intersection of W Beacon Light Rd and N Hammett Ln in Ada County North of Star Idaho. Documentation has been provided with the transfer application to show that the Star Sewer and Water District is in the process of seeking an easement for the new well location. The rights will be conditioned accordingly.

The original transfer application map provided did not show the location for the new well nor any other well. The transfer application proposes to add this new POD and all system wells to all of the water rights in the SSWD portfolio. A map of the proposed water distribution system was requested and received on 8/17/2018. Adding all active wells on their system to all of their water rights will require an increase in the fee for the transfer application of an additional \$160.00.

Well 2 was marked on their map as abandoned. I contacted the engineer and confirmed that they wished this well be removed from their water rights.

During a review of these water rights, I found six separate points of diversion in our system for water rights 63-12100, 63-12370, and 63-31969. Upon review of the files these shapes appear to all be for 3 separate wells. I requested a POD map from the applicant to assist in verifying this information to correct this anomaly in our system. The POD map was received on 8/17/2018. It confirmed that the six shapes in our system did all represent the 3 wells (wells # 1, 2 & 3). This has been cleaned up in our system.

Authority to File:

This application was signed by Cindy Birdwell. She is listed as a Member of the Board of Directors for Star Sewer and Water District. The representative block was signed by Justin Walker, District Engineer. The Application for Amendment of a Permit for 63-32644 was signed by Floyd H. Day, Superintendent for the Star Sewer and Water District.

Water Right Validity:

63-12100 was licensed in 1998 for Municipal Use. 63-12370 was licensed in 1999 for Municipal Use. 63-31969 was licensed in 2011 for Municipal and Fire Protection Uses. 63-31511 was licensed in 2013 for Fire Protection and Domestic uses for Trellis Subdivision then quitclaimed to Star Sewer and Water District in 2016.

Injury to Other Water Rights:

This transfer proposes a new well in **SWSW of 5N, 1W, S32**. This location is outside of the basin 63 Ground Water Restricted Area. There are numerous domestic, stockwater and irrigation rights that divert from wells in the local area that have the potential of being effected by a large diversion from this proposed well location. These applications will be advertised to identify local injury concerns.

Enlargement of Use:

This transfer will not authorize additional overall diversion of water nor any increase in beneficial use from

current water rights and permit authorizations.

Local Public Interest:

The proposed well falls within the City of Eagle Basin 63 area of drilling concern. Comments will be requested from the watermaster to identify any local public interest concerns. There are no apparent issues identified.

Beneficial Use/Conservation of Water Resources:

This proposed transfer will not change the authorized beneficial use under these rights. The transfer appears consistent with the conservation of water resources in Idaho.

Effect on Economy the Local Area:

No effects are anticipated.

Effect on Agricultural Base of the Local Area:

This application will have no effect.

Review of the application finds there is no clear inconsistency with criteria set forth in Section 42-222 Idaho Code preventing processing of this application.

Webster, Clay

From: Webster, Clay
Sent: Monday, August 20, 2018 10:40 AM
To: 'Justin Walker'
Cc: Terra Estrada (TEstrada@StarSWD.com)
Subject: RE: Application for Transfer 82549 and Application for Amendment of a Permit for 63-32644

Justin,

The check only needs to refer to Application for Transfer 82549. The check can be sent to;

Department of Water Resources
PO Box 83720
Boise Id 83720-0098

Thanks,
Clay

From: Justin Walker [mailto:jwalker@Kellerassociates.com]
Sent: Monday, August 20, 2018 10:24 AM
To: Webster, Clay <Clay.Webster@idwr.idaho.gov>
Cc: Terra Estrada (TEstrada@StarSWD.com) <TEstrada@StarSWD.com>; Justin Walker <jwalker@Kellerassociates.com>
Subject: RE: Application for Transfer 82549 and Application for Amendment of a Permit for 63-32644

Clay,

Please use the revised map and shapefiles provided last week. That is the most up-to-date information.

The District is going to issue a check for the additional \$160. What address should we send the check to and who's attention? Thanks.

Terra, please include "Application for Transfer 82549 and Application for Amendment of a Permit for 63-32644" somewhere on the transmittal letter package for the check for \$160. Thanks.

JUSTIN WALKER, PE
Keller Associates, Inc.
DIRECT 208-813-7590 | CELL 208-859-2932 | OFFICE 208-288-1992

From: Webster, Clay <Clay.Webster@idwr.idaho.gov>
Sent: Monday, August 20, 2018 10:02 AM
To: Justin Walker <jwalker@Kellerassociates.com>
Subject: RE: Application for Transfer 82549 and Application for Amendment of a Permit for 63-32644

Justin,

This POU shape was different than the one provided on the map with the transfer application. Could you provide me with that shape? Which shape does the District wish to have reflected as their service area POU upon completion of this transfer. Also, do they wish to have well 2 (abandoned) removed from the water rights? In order to place all of the PODs on all of the water rights, the fee of an additional \$160.00 will be required per Jean Hersley's letter sent July 10, 2018. Thanks for the help in clarifying all of this.

Clay

From: Justin Walker [<mailto:jwalker@Kellerassociates.com>]
Sent: Friday, August 17, 2018 4:35 PM
To: Webster, Clay <Clay.Webster@idwr.idaho.gov>
Cc: Justin Walker <jwalker@Kellerassociates.com>; redneckhills@hotmail.com; 'Hank Day' <HDay@StarSWD.com>
Subject: RE: Application for Transfer 82549 and Application for Amendment of a Permit for 63-32644
Importance: High

Clay,

Please find attached a map that addresses your first two comments. The link below contains shapefiles that address your third comment. If you need anything else, please let me know. Thanks.

https://kellerabrij-my.sharepoint.com/:f:/g/personal/jcrane_kellerassociates_com/EvbcloRyA5NMgkYducl_KM8BcPluspR92CGmm3DZJbwuSQ?e=ufCelq

JUSTIN WALKER, PE
Keller Associates, Inc.
DIRECT 208-813-7590 | CELL 208-859-2932 | OFFICE 208-288-1992

From: Webster, Clay <Clay.Webster@idwr.idaho.gov>
Sent: Friday, August 17, 2018 8:53 AM
To: Justin Walker <jwalker@Kellerassociates.com>
Subject: Application for Transfer 82549 and Application for Amendment of a Permit for 63-32644

Justin,

This request for additional information (see attached) has been mailed to Star Sewer and Water District (SSWD) this morning. If you have shape files for the new SSWD updated service area, please e-mail them to me. I appreciate your attention to this matter.

Sincerely,
Clay Webster
Water Rights Supervisor
clay.webster@idwr.idaho.gov
208-287-4910
Idaho Department of Water Resources (IDWR)



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

August 17, 2018

STAR SEWER AND WATER DISTRICT
PO BOX 400
STAR ID 83669

RE: APPLICATIONS FOR TRANSFER OF WATER RIGHTS 63-12100, 63-31511, 63-12370, 63-31969. (82549) AND APPLICATION FOR AMENDMENT OF PERMIT 63-32644

Dear Applicant:

The Department of Water Resources (Department) received your application to transfer the above mentioned water rights from you on July 9, 2018. We also received the amendment of permit on July 17, 2018. The department is required to evaluate these applications in accordance with Idaho Code § 42-222. Initial review found that we need additional information for clarification of your applications. Currently it appears that water right 63-31511 is on a separate system. Adding this well to this water right suggests that these systems are being proposed to be tied together into one distribution system. The following is a list of items that need to be provided prior to further processing of these applications;

- Please provide a map of all water right and permit points of diversion (POD) locations. Clearly identify which PODs provide water for which water rights. Include and identify the new proposed POD.
- Please provide a diagram of the proposed water distribution system(s). We will need to assess how these water rights and the permit are tied together, within a single system or separate systems.
- Please provide a shape file for the updated service area for Star Sewer and Water District (if available) to allow the department to update the records.

The department will not be able to proceed with processing this application until we have received the requested information. Please provide the requested information within 30 days to allow the application to be processed.

If you have any questions on this matter, please contact me at (208) 287-4910.

Sincerely,

Clay Webster
Water Rights Supervisor

c. Justin Walker – Keller Associates Inc.

Hersley, Jean

From: Justin Walker <jwalker@Kellerassociates.com>
Sent: Tuesday, July 17, 2018 12:39 PM
To: Hersley, Jean; Hday@starswd.com; testrada@starswd.com
Cc: Justin Walker; Miller, Nick
Subject: RE: Star Sewer & Water request for additional information and fees
Attachments: SSWD Well 6 IDWR Permit Amendment Trans Ltr.pdf; SSWD Well 6 IDWR Permit Amendment Packet.pdf

Jean,

Good morning. Find attached a PDF of the Star Well 6 Amendment of Permit packet as requested. An original hard copy is in the mail to you. Note that the maps for the place of use were provided previously with the Transfer Application and are the same for this application.

Regarding the fee for the Transfer application, the SSWD wishes to stick with the \$980 fee as originally submitted. They understand the diversion rate for the New Well 6 would be limited based on the fee amount. Please let me know if you need anything else.

JUSTIN WALKER, PE

Keller Associates, Inc.

DIRECT 208-813-7590 | CELL 208-859-2932 | OFFICE 208-288-1992

From: Hersley, Jean <Jean.Hersley@idwr.idaho.gov>
Sent: Wednesday, July 11, 2018 8:34 AM
To: Justin Walker <jwalker@Kellerassociates.com>; Hday@starswd.com; testrada@starswd.com
Subject: Star Sewer & Water request for additional information and fees

The attached letter and an Application for Amendment of Permit is going out in today's mail. Please contact Pam Skaggs at (208) 287-4951 or Jean at (208) 287-4942 if you have any questions. Thank you.

Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942

Skaggs, Pam

From: Miller, Nick
Sent: Wednesday, July 11, 2018 8:16 AM
To: Justin Walker; Skaggs, Pam
Cc: hankdaysswd@cableone.net; Hank Day; Terra Estrada (TEstrada@StarSWD.com)
Subject: RE: SSWD Well 6 Water Right Transfer App Packet

Hi Justin,

We received the application for the Star Sewer and Water District transfer in the mail on Monday. We have forwarded the application to Pam Skaggs in the State Office and she will assign an agent to process it. I have copied her on this email so she is aware that you are a contact as they review the application and can correspond with you as necessary.

Nick.

From: Justin Walker [mailto:jwalker@Kellerassociates.com]
Sent: Friday, July 06, 2018 2:57 PM
To: Miller, Nick <Nick.Miller@idwr.idaho.gov>
Cc: Justin Walker <jwalker@Kellerassociates.com>; hankdaysswd@cableone.net; Hank Day <HDay@StarSWD.com>; Terra Estrada (TEstrada@StarSWD.com) <TEstrada@StarSWD.com>
Subject: SSWD Well 6 Water Right Transfer App Packet
Importance: High

Nick,

Good afternoon. It was a pleasure to speak with you earlier this week. Find attached a PDF copy of a water right transfer application packet that we have dropped in the mail to you today. Please let me know if you need anything else. Thanks.



JUSTIN WALKER, PE

Project Manager

DIRECT 208-813-7590 | CELL 208-859-2932 | OFFICE 208-288-1992

131 SW 5th Ave, Suite A, Meridian, ID 83642

kellerassociates.com



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

July 10, 2018

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

Re: Application for Transfer of Water Right(s)

Dear Applicant(s):

The Department of Water Resources has received your Application for Transfer. Preliminary review of the application indicates that it is incomplete and cannot be accepted for processing. The required information is described below:

Water rights listed in transfer are 63-12100, 63-12370, 63-31969, 63-32644 & 63-31511. Water right 63-32644 is a permit and cannot be transferred but an amendment can be filed. I have enclosed an Application for Amendment of Permit for you to add the point of diversion to permit 63-32644. The filing fee for an amendment is **\$100.00**. Forms are also available at: www.idwr.idaho.gov.

The filing fee was not submitted correctly. Fees are based on total diversion rate. The total diversion rate for water rights 63-12100, 63-12370, 63-31969 & 63-31511 is 8.69 cfs. Correct Fee Amount is \$1,140.00. Amount Submitted is \$980.00. Additional fee of **\$160.00** is required.

The Department will hold your application for 30 days. If we do not receive the requested information and fees within 30 days, your application will be returned to you unprocessed and a refund will be issued. Please submit the additional fees and Amendment to the State Office at the address above and the transfer and amendment can be processed together.

Please contact this office if you have any questions regarding this matter.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure

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

**Letter of Transmittal**

Date: July 5, 2018

To: Nick Miller
IDWR
2735 W Airport Way
Boise, ID 83705-5082

RECEIVED**JUL 09 2018****WATER RESOURCES
WESTERN REGION**

Subject: SSWD Well 6 Water Right Transfer Application Packet

Enclosed are the following items:

Copies	Description
1	SSWD Well 6 Water Right Transfer Application Packet
	The SSWD respectfully requests your consideration in expediting the processing of this transfer application. The SSWD has experienced significant delays through the permitting and siting phase of this well which was originally to be located on BLM property. Due to permitting delays, the well was relocated to private property just south of the BLM site. We are hopeful to begin drilling the production well in the next two months. Thank you for your assistance on this important project. Please feel free to call me at 208-859-2932 for any questions. I am the SSWD Engineer.

These are transmitted:

☒ For your files ☐ For action specified above ☐ For review and comment ☒ For your use ☐ As requested

Sincerely,

KELLER ASSOCIATES, INC.

Justin Walker, PE

Enclosure(s) SSWD Well 6 Water Right Transfer Application Packet

Project No.: 217069-000

cc/enc: Justin Walker, PE / File

**82549**