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

May 5, 2016

ANDERSON ASPHALT PAVING INC
PO BOX 759
HAILEY ID 83333

RE: Notice of Change in Water Right Ownership No. 37-8856

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership on January 20, 2016 for the above mentioned water rights. After reviewing the request, it was determined that a conveyance document, warranty deed, quitclaim deed, etc. was needed to complete this request. These documents convey the property from one owner to another. The deed of trust provided is between the buyer and the lending company.

A letter was sent on February 18, 2016, via email, requesting the required information. As of the date of this letter, no information has been received.

The Department is returning Notice of Change in Water Right Ownership and the attachments. You may re-submit the application in the future with the required documents. If you have any questions regarding this matter, please call me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosures

Form 42-248/42-1409(6) Rev. 08/14

RECEIVED
JAN 20 2016
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
37-8856	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: HEATH-MARSHALL, INC.
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): ANDERSON ASPHALT PAVING, INC.
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

   PO BOX 759 — Mailing address
   HAILEY — City
   ID — State
   83333 — ZIP

   208-788-4728 — Telephone
   ANDERSONASPHALT@svskylan.net — Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   ☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 4- 2001.

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:
   ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   ☐ Filing fee (see instructions for further explanation):
   - $25 per *undivided* water right.
   - $100 per *split* water right.
   - No fee is required for pending adjudication claims.

   ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: _____ (Signature of new owner/claimant) | Owner (Title, if applicable) | 1-19-16 (Date)

   Signature: _____ (Signature of new owner/claimant) | _____ (Title, if applicable) | _____ (Date)

For IDWR Office Use Only:

Receipted by _____ Date 1-20-16 Receipt No. 0101439 Receipt Amt. $100.00

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

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

WHEN RECORDED MAIL TO:

U.S. Bank National Association
Commercial Loan Service West
P.O. Box 5308
Portland, OR 97228-5308

#27032

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

usbank.

DEED OF TRUST

THIS DEED OF TRUST IS DATED JULY 5, 2000, among Larry D. Anderson and Lexie M. Anderson, dba: Anderson Asphalt Paving, whose address is 10827 State Highway 75, Bellevue, ID 83313 (referred to below as "Grantor"); U.S. Bank National Association, whose address is P. O. Box 5920, Ketchum, ID 83340 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and U.S. BANK TRUST COMPANY, National Association, whose address is 111 S. W. Fifth Avenue, Portland, Oregon 97204 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **located in Blaine County, State of Idaho (the "Real Property"):**

PARCEL I:

Lot 1A of A REPLAT OF LOT 1, BLOCK 1, AGGREGATE ACRES SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 434576, records of Blaine County, Idaho.

PARCEL II:

Lot 1B of A REPLAT OF LOT 1, BLOCK 1, AGGREGATE ACRES SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 434576, records of Blaine County, Idaho.

The Real Property or its address is commonly known as 130 Anderson Drive and 121 Anderson Drive, Blaine County, ID 83313.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means U.S. Bank National Association, its successors and assigns. U.S. Bank National Association also is referred to as "Lender" in this Deed of Trust.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation Larry D. Anderson and Lexie M. Anderson.

Guarantor. The word "Guarantor" means and includes without limitation any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means U.S. Bank National Association, its successors and assigns.

Note. The word "Note" means the Note dated July 5, 2000, **in the original principal amount of $450,000.00** from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means U.S. BANK TRUST COMPANY, National Association and any substitute or successor trustees.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of

Sawtooth Title Company
171 W. 6th Street * Ketchum, ID 83340
(208) 726-4595

ESCROW NUMBER: 26563
PROPERTY: 130 Anderson Drive
Blaine County, ID 83313
Lot 1A - A Replat of Lot 1, Block 1 Aggregate Acres Sub

TODAY'S DATE: 1/27/2000
CLOSING DATE: 1/28/2000

ESCROW CLOSING STATEMENT OF:
LARRY D. ANDERSON
LEXIE M. ANDERSON

OTHER PARTY:
HEATH-MARSHALL, INC.

ESTIMATED BUYER'S CLOSING STATEMENT

DESCRIPTION		DEBITS	CREDITS
Purchase Price		300,000.00	
Personal Property/1/3 well		10,000.00	
Prorate Taxes	1/01/2000 to 1/28/2000 @ $1163.06/12 mos		86.03
Settlement/Closing Fee (1/2)	Sawtooth Title Company	337.50	
Record Warranty Deed	Sawtooth Title Company	6.00	
Subtotals		310,343.50	86.03
Balance Due From Buyer			310,257.47
TOTALS		310,343.50	310,343.50

It is agreed by the undersigned that the foregoing statement is tentative and that it may change if a change in the closing date occurs or if any other unforeseen contingencies arise. In the event changes in the statement become necessary, you are nevertheless authorized to close this escrow. It is understood that we will receive a final statement of account if the above totals are changed.

APPROVED AND ACCEPTED THIS 28th Day of January, 2000.

Sawtooth Title Company

Marla G. Mink

By: Marla G. Mink (By: Mindy Smith)

Larry D. Anderson

LARRY D. ANDERSON

Lexie M. Anderson

LEXIE M. ANDERSON

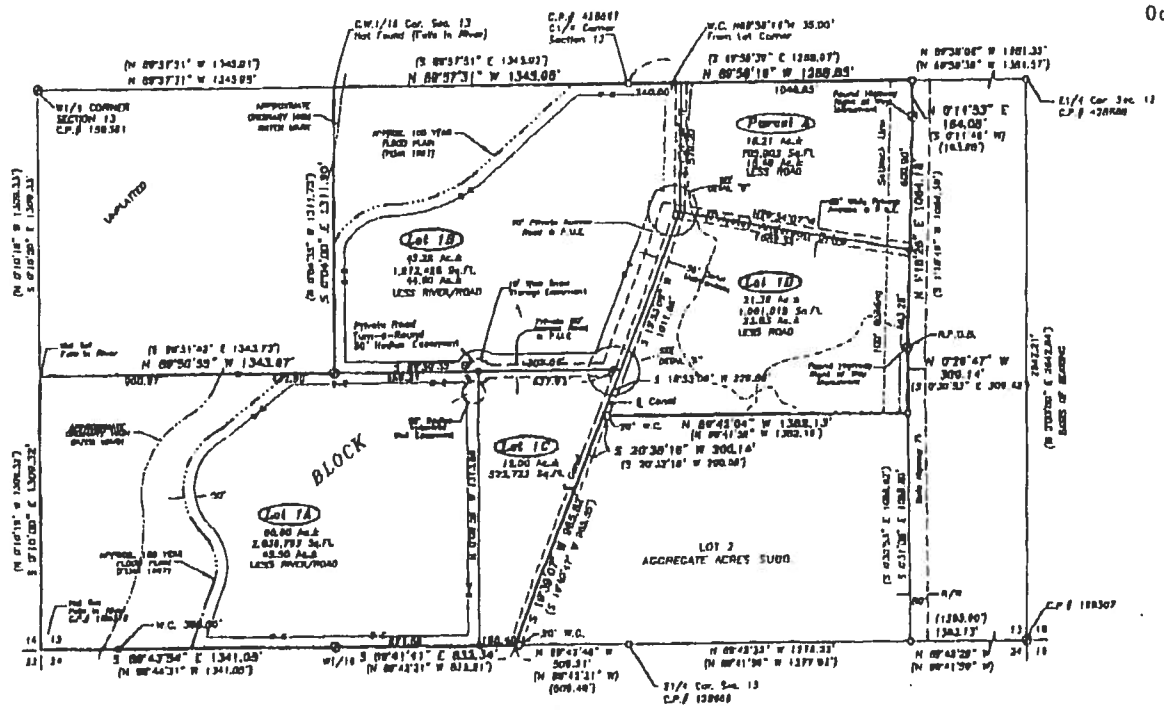
Plat Showing

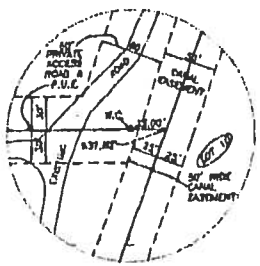
A REPLAT OF LOTS 1 BLOCK 1 AGGREGATE ACRES SUBDIVISION

Located in Section 13, T. 1 N., R. 18 E., B.M.

Blaine County, Idaho

October 1999





DETAIL "A"
N.T.S.

DETAIL "B"
N.T.S.

LEGEND

———	property boundary
⊕	found brass cap
○	found 5/8" iron pin
●	set 5/8" iron pin
▲	found 1/2" iron pin
( )	record data
—BE—	building envelope
C.P.#	Blaine County Instrument no. for corner records
P.U.E.	public utility easement
-----	centerline of 20' wide ditch easement to benefit Irrigation District 43 & 52 users

NOTES

1. A 10' wide utility easement is granted by this plat centered on all interior lot lines and adjacent to all exterior lot lines that front on access road.
2. A twenty foot ditch and ditch maintenance easement is hereby established for District 43 and 52 Water users and is centered on all Irrigation District 43 and 52 ditches that run through this property. No use on any lot in this subdivision shall restrict or impede the passage of water of these irrigation systems.
3. All existing surface water rights for Lot 1 Aggregate Acres Sub. are to be allocated to Lot 1D. There shall be no water rights to distribute to future owners of Lots 1A, 1B, 1C, and Parcel A.
4. Right of Way easement for Wood Canal Power Company is hereby acknowledged as recorded in Book 143 of Deeds, page 439, records of Blaine County, Idaho.
5. Individual lot owners are responsible for control of noxious weeds as per state regulations. Mowing and chemical removal are recommended.
6. The owners of any lot or parcel understands and agrees that private road construction, maintenance, and snow removal shall be the obligation of the owner, his successors in interest, or homeowners' association, and that Blaine County is in no way obligated to accept, maintain or improve these roads until the roads are brought up to county standards, dedicated, and accepted by the county.
7. All fire protection requirements of the Wood River Rural Fire District, Uniform Fire Code and the Blaine County Fire Protection Ordinance 83-6, including but not limited to water supply, access and clear zones shall be complied with prior to the issuance of a building permit.
8. All lots shall access Highway 75 only from the existing Anderson Rd. access point.
9. No building development is permitted in areas designated by the Federal Emergency Management Agency as Flood-way. Other areas of development or improvements within the Subdivision are governed by the Floodplain Management and Riparian Setback Ordinance, as set out in Blaine County's Zoning Regulations. Conditional or other special use permits may be required.
10. Idaho law (42-111) limits domestic irrigation to one-half acre of land, if the total domestic use is not in excess of thirteen thousand gallons per day. All new domestic wells in this subdivision shall be metered.
11. As an undeveloped parcel, no single-family residential use is permitted on "parcel A". If Parcel A and Lot 1B remain in common ownership, and the owner complies with all other applicable regulations, any other permitted, accessory, or conditional use allowed in the A-20 zoning district may occur on this lot or parcel. If Parcel A is platted separately from Lot 1B and the platted map owner on this lot or parcel complies with all other applicable regulations, only non-residential permitted, non-residential accessory or conditional uses may occur on the parcel.
12. Due to the droughty nature of the soils and the lack of water, any disturbance to the vegetation on Parcel A, and those portions of Lot 1D that cannot be irrigated, should be minimized.
13. Fencing along the western boundary may fencing around Lot 1D and Parcel A shall not exceed 72" in height and the bottom rail shall exceed 18" in height to allow wildlife migration.
14. A fifty foot scenic and view maintenance easement is hereby established as shown centered on the Bypass Canal for Bypass Canal water users.

HEALTH CERTIFICATE

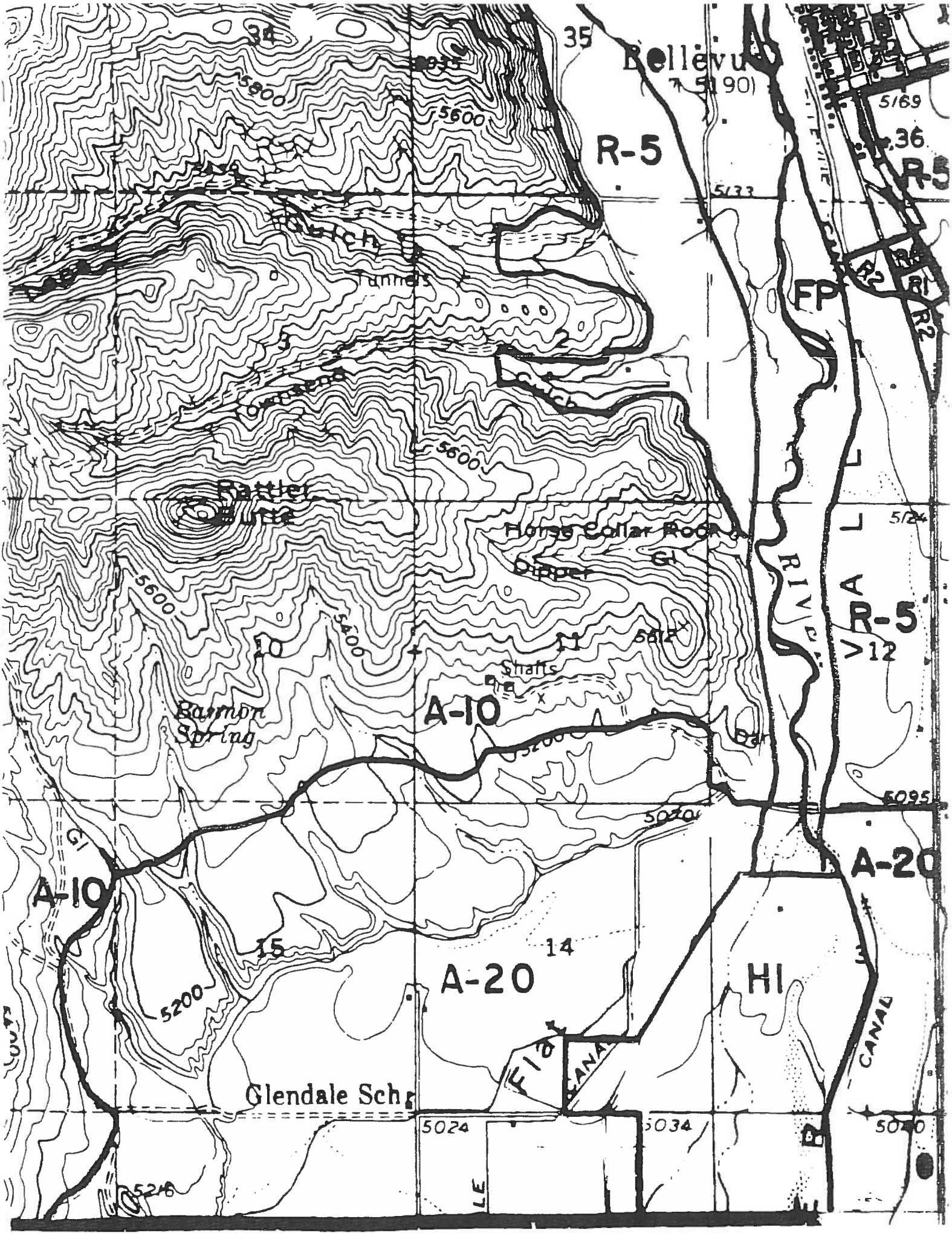
Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Date: 11-1-99 Robert Eichelberger
South Central District Health Dept. EHS

This map is a photographic reproduction of that on file in either the Recorder's or the Surveyor's Office. The company assumes no liability for variation, if any, with another or re-survey.
Courtesy Of:
Sawtooth Title Co.
Box 186
Ketchum, Idaho 83340
726-4999

SAWTOOTH ENGINEERING
Civil Engineers and Land Surveyors
Hailey (208) 788-8080 Idaho

jmj 98074/98074PLT.DWG 10/3/99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35
Bellevue
5190
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R-5
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Ditch
Tunnels
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Horse Collar Rock
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5218

CHAPTER 16 - HEAVY INDUSTRIAL DISTRICT (HI)

16.1 Purpose - The Heavy Industrial District is established to group Heavy Industrial uses with foreseeable off-site impacts such as air, noise, visual or other forms of pollution where they will minimally affect neighboring land uses. This district is not intended for residential purposes, and no developable residential density is assigned within it.

16.2 The following restrictions apply within this district:

16.21 The uses shall be subject at all times to State and Federal air and water pollution regulations.

16.22 The uses shall be subject to the Uniform Fire Code, and operations are subject to the approval of the Fire Chief of the Rural Fire District having jurisdiction.

16.23 Off-site impacts such as direct or reflected glare, noise, vibration, dust, smoke or odor must be minimized through use of the best practical technology.

16.24 All permanent structures built within the intermediate regional floodplain shall be sealed watertight up to the I.R.F. flood elevation.

16.25 One acre minimum lot size.

16.3 Permitted Uses - Permitted uses for this district are limited to the following:

16.31 Refining, processing, and storage of forest products and mineral resources (including, but not limited to: sawmills, asphalt hot mix plants, ore mills, rock crushers, and concrete batch plants).

16.32 Junk yards, provided that stored materials shall be invisible from public rights of way.

16.33 Contractors' storage yards.

16.34 Processing, packaging, storage, and distribution of agricultural or dairy products.

16.4 Accessory Uses - Accessory uses in this district must satisfy the definition specified in 2.01.

16.5 Conditional Uses - Conditional uses for this district are limited to the following:

16.51 Bulk storage and sale of flammable liquids and gases, subject to the approval of the Fire chief of the Rural Fire District having jurisdiction.

16.52 Solid waste incineration.

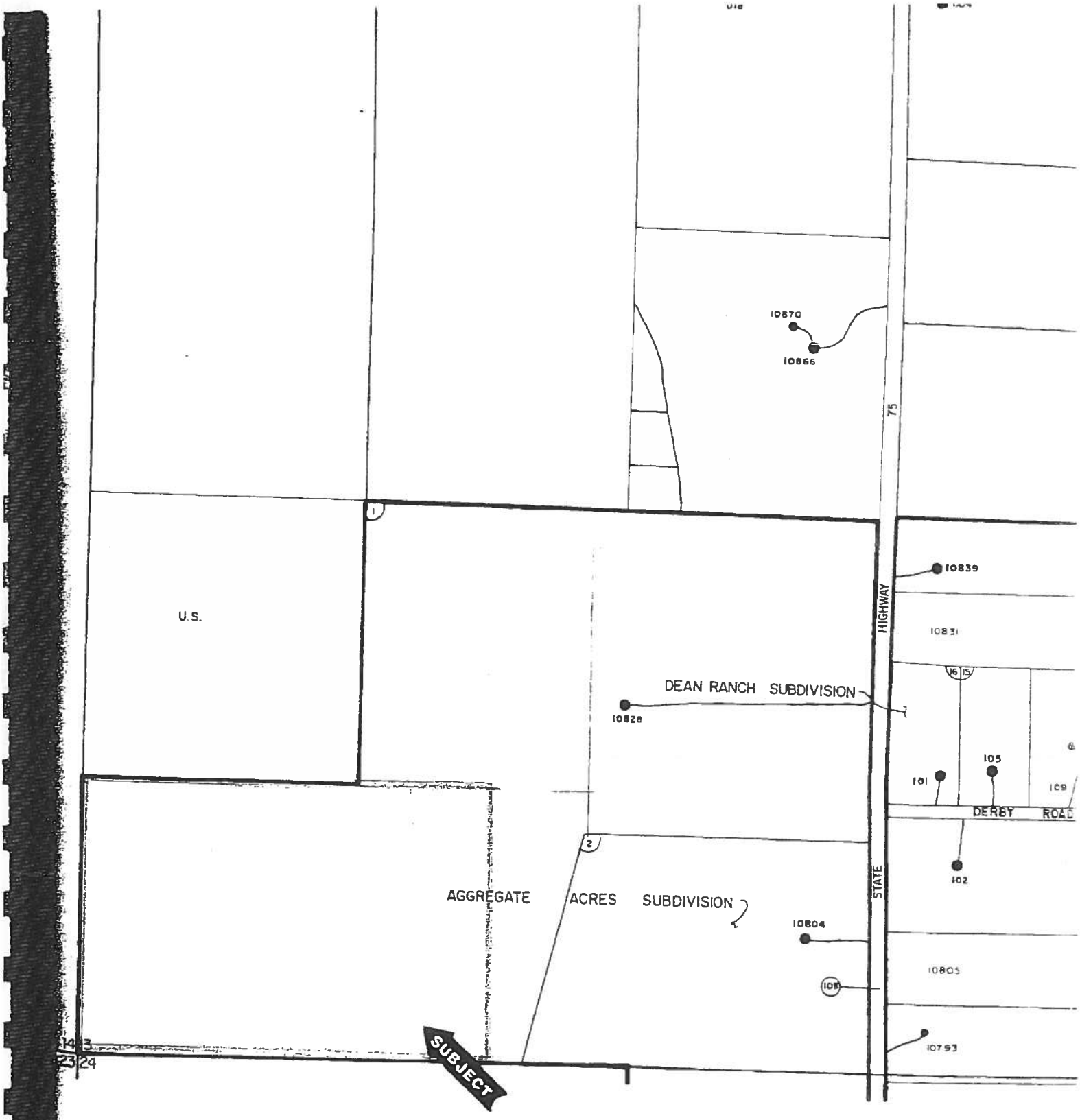
16.53 Truck terminal.

16.54 Chemical storage and/or manufacture.

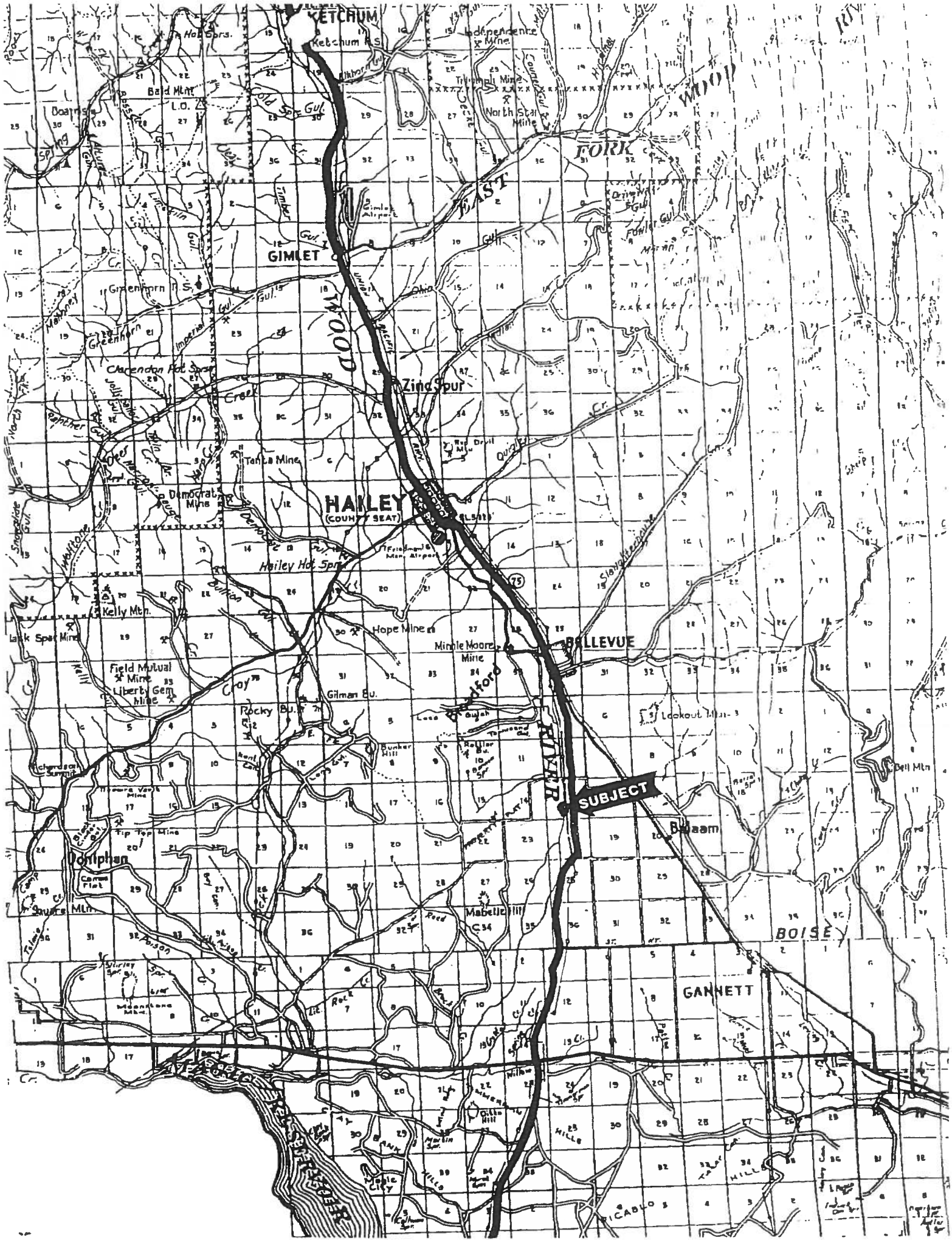
16.55 Public utility and public service installations.

16.56 Smelter, rendering plants.

16.6 Dimensional Standards - There are no dimensional standards established for this district.



SEC. 13, T. 1 N., R. 18 E.


KETCHUM
Ketchum N.S.
Hot Spgs.
Bald Mtn
L.O.
Independence Mine
Triumph Mine
North Star Mine
WOOD
FORK
EAST
Timber Gul.
Gimlet Airport
GIMLET
Greenhorn N.S.
Greenhorn
Clarendon Hot Spgs
Jolly Gulch
Creek
Zinc Spur
Tenta Mine
Democrat Mine
HAILEY
(COUNTY SEAT)
Hailey Hot Spgs
Friedman Mem. Airport
Kelly Mtn.
Lava Spar Mine
Hope Mine
Minnie Moore Mine
BELLEVUE
Field Mutual Mine
Liberty Gem Mine
Gray
Gilman Bu.
Rocky Bu.
Lookout Mtn.
Bell Mtn
SUBJECT
Bullion
Richardson Summit
Tip Top Mine
Doniphan
Carnes Flat
Square Mtn.
Mabelle
BOISE
GANNETT
Abison
Moonstone Mine
Rock Creek
Malta City
Hills
PICABO