

RECEIVED

OCT 29 2015

Page 1 DEPT OF WATER RESOURCES  
SOUTHERN REGION

Ident. No. 47-17648

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public water of the State of Idaho

1. Name: JAMES L WELLS  
790 E 3800 N  
BUHL ID 83316

AND

RUTH T WELLS  
790 E 3800 N  
BUHL ID 83316

2. Source: GROUND WATER

3. Location of Point of Diversion:

#1 GROUND WATER SE1/4SW1/4 Sec. 12, Twp 10S, Rge 13E, B.M.  
TWIN FALLS County

4. Water will be used for the following purposes:

| <u>Purpose</u> | <u>From</u> | <u>To</u> | <u>RATE OF DIVERSION</u> | <u>ANNUAL VOLUME</u> |
|----------------|-------------|-----------|--------------------------|----------------------|
| STOCKWATER     | 01/01       | to 12/31  | 0.04 CFS                 |                      |

5. Total quantity to be appropriated is: 0.04 CFS

6. Proposed diverting works:

POINT OF DIVERSION #1

- a. Type and size of devices used to divert water from the source:  
b. Height of storage dam \_\_\_\_\_ feet;  
Active reservoir capacity \_\_\_\_\_ acre-feet;  
Total reservoir capacity \_\_\_\_\_ acre-feet;  
c. Proposed well diameter is \_\_\_\_\_ inches;  
Proposed depth of well is \_\_\_\_\_ feet.  
d. Is ground water with a temperature of greater than 85F being sought?  
e. If well is already drilled, when? \_\_\_\_\_;  
Drilling Firm \_\_\_\_\_;  
Drilling Permit No. \_\_\_\_\_.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 year(s).

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR PERMIT**

To appropriate the public water of the State of Idaho

8.

**PLACE OF USE:** STOCKWATER

| Twp Rge Sec | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    | Totals |
|-------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
|             | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 10S 13E 13  |    |    |    |    | X  |    |    |    |    |    |    |    |    |    |    |    |        |
| 10S 13E 12  |    |    |    |    |    |    |    |    |    |    | X  |    |    |    |    |    |        |

9a. Who owns the property at the point of diversion? If other than applicant, describe the arrangement enabling the applicant to make this filing.

APPLICANT

9b. Who owns the land to be irrigated or place of use? If other than applicant, describe the arrangement enabling the applicant to make this filing.

APPLICANT

10. Remarks:

Proposed use will be two 3000 gallon stock troughs.

11. Map of proposed point of diversion and place of use attached? [ Y ]

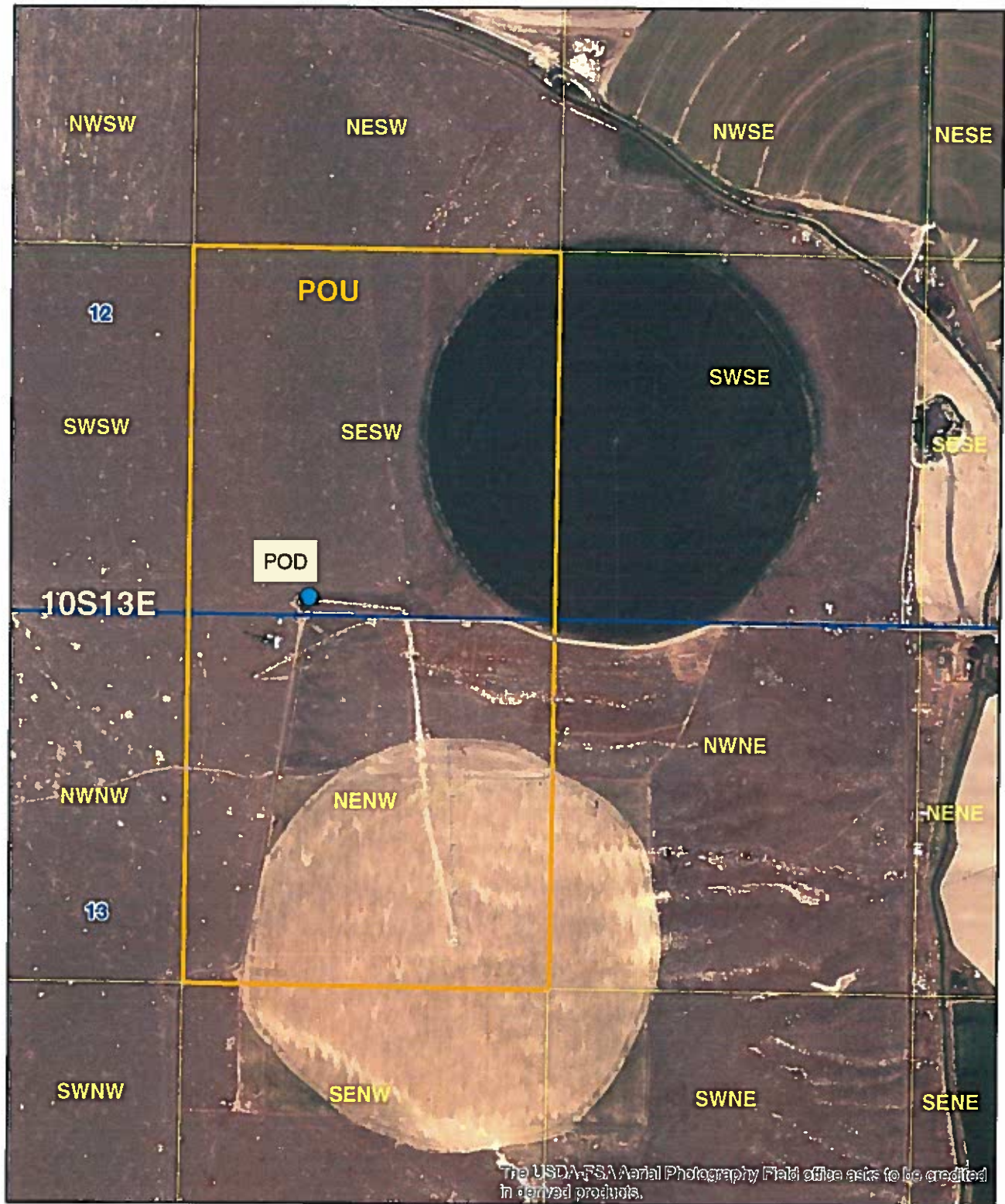
BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

\* James L. Wall      \* Reed J. Wells  
Applicant                      Applicant

Received by DM/gb      Date 10-27-15 Time 2:30 PM Preliminary check by \_\_\_\_\_  
Publication prepared by DM      Date 11/12/2015 Published in Times News  
Publication approved \_\_\_\_\_ Date Nov. 19 & 26, 2015

Receipt No. S035078  
Date: 10-29-2015  
Received by: DM

# Wells Application for Permit



## Legend

- Township/Range
- Sections
- QQ

0 0.05 0.1 0.2 Miles



47-17648

**WARRANTY DEED**

Alliance Title & Escrow Corp. Order No.:278994

**FOR VALUE RECEIVED**

**Sunset Butte, LLC, an Idaho Limited Liability Company**

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

**James L. Wells and Ruth T. Wells, husband and wife**

whose current address is 790 E. 3800 N., Buhl, ID 83316

the grantee(s), the following described premises, in Twin Falls County, Idaho, TO WIT:

**See Attached Exhibit "A"**

**Subject to Provisions in Agreement attached as Exhibit "B"**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 19, 2015

Sunset Butte, LLC, an Idaho Limited Liability Company

Robin D. Wells - Member Vivian R. Wells, Member  
Robin D. Wells, Member Vivian R. Wells, Member

State of ID) ss  
County of Twin Falls)

On this 20 day of August, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Robin D. Wells and Vivian R. Wells known or identified to me to be the Managing Member in the Limited Liability Company known as Sunset Butte, LLC who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

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

Debbie Drake  
Notary Public for the State of ID  
Residing at: Twin Falls, Idaho  
Commission Expires: 04-13-2018



TWIN FALLS COUNTY  
RECORDED FOR:  
ALLIANCE TITLE - TWIN FALLS OF  
03:01:03 PM 08-20-2015  
2015014141  
NO PAGES 14 FEE \$49.00  
KRISTINA GLASCOCK  
COUNTY CLERK  
DEPUTY: DJW  
Electronically Recorded by Simplifile

## EXHIBIT "A"

278994

### Parcel 1

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 12: A parcel of land located in the S½S½ being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 12, from which the East One Quarter (E¼) corner of Section 12 bears North 00°34'05" West 2649.91 feet;  
THENCE from the Southeast corner of Section 12 on a bearing of South 89°32'18" West along the South boundary of Section 12 for a distance of 1325.15 feet to the southeast corner of the SW¼SE¼ of Section 12 and being the TRUE POINT OF BEGINNING;  
THENCE continuing South 89°32'18" West along the South boundary of the SE¼ of Section 12 for a distance of 1325.15 feet to the South One Quarter (S¼) corner of Section 12;  
THENCE continuing South 89°32'18" West along the South boundary of the SW¼ of Section 12 for a distance of 993.86 feet;  
THENCE North 00°34'20" West for a distance of 996.37 feet;  
THENCE South 89°34'44" West for a distance of 1367.72 feet;  
THENCE South 00°34'32" East for a distance of 997.34 feet to a point on the South boundary of the SW¼ of Section 12;  
THENCE South 89°32'18" West along the South boundary of the SW¼ of Section 12 for a distance of 288.77 feet to the Southwest corner of Section 12;  
THENCE North 00°34'05" West along the West boundary of the SW¼ of Section 12 for a distance of 1330.11 feet to the Northwest corner of the SW¼SW¼ of Section 12;  
THENCE North 89°35'39" East along the North boundary of the S¼SW¼ of Section 12 for a distance of 2650.16 feet to the Northeast corner of the SE¼SW¼ of Section 12;  
THENCE continuing North 89°35'39" East along the North boundary of the SW¼SE¼ of Section 12 for a distance of 1325.23 feet to the Northeast corner of the SW¼SE¼ of Section 12;  
THENCE South 00°34'17" East along the East boundary of the SW¼SE¼ of Section 12 for a distance of 1326.24 feet to the TRUE POINT OF BEGINNING.

### Parcel 2

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 13: A parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 13, from which the East One Quarter (E¼) corner of Section 13 bears South 00°33'48" East 2648.78 feet;  
THENCE from the Northeast corner of Section 13 on a bearing of South 89°32'18" West along the North boundary of the NE¼ of Section 13 for a distance of 1325.15 feet to the Northeast corner of the W¼NE¼ of Section 13 and being the TRUE POINT OF BEGINNING;  
THENCE South 00°34'43" East along the East boundary of the W¼NE¼ of Section 13 for a distance of 2649.40 feet to the Southeast corner of the W¼NE¼ of Section 13;

120w 12w

THENCE South 89°30'41" West along the South boundary of the W½NE¼ of Section 13 for a distance of 1324.45 feet to the Northeast corner of the SW¼ of Section 13;  
THENCE South 00°35'37" East along the East boundary of the NE¼SW¼ of Section 13 for a distance of 1325.02 feet to the Southeast corner of the N¼SW¼ of Section 13;  
THENCE South 89°29'45" West along the South boundary of the N¼SW¼ of Section 13 for a distance of 2645.15 feet to the Southwest corner of the N¼SW¼ of Section 13;  
THENCE North 00°30'01" West along the West boundary of the NW¼SW¼ of Section 13 for a distance of 1325.68 feet to the West One Quarter (W¼) corner of Section 13;  
THENCE North 00°45'05" West along the West boundary of the NW¼ of Section 13 for a distance of 2651.30 feet to the Northwest corner of Section 13;  
THENCE North 89°32'18" East along the North boundary of the NW¼ of Section 13 for a distance of 288.77 feet;  
THENCE South 00°34'32" East for a distance of 331.38 feet;  
THENCE North 89°32'53" East for a distance of 1386.00 feet;  
THENCE North 08°00'00" East for a distance of 315.01 feet;  
THENCE North 73°24'51" West for a distance of 68.35 feet to a point on the North boundary the NE¼NW¼ of Section 13;  
THENCE North 89°32'18" East along the North boundary of Section 13 for a distance of 2319.01 feet to the TRUE POINT OF BEGINNING.

ADW      JW

**EXHIBIT "B"**

**FIRST ADDENDUM TO REAL ESTATE PURCHASE  
AND SALE AGREEMENT**

This First Addendum to Real Estate Purchase and Sale Agreement is made and entered into effective this 20 day of August, 2015, by and between **SUNSET BUTTE, LLC**, an Idaho limited liability company, hereinafter referred to as "Sunset", and **JAMES L. WELLS** and **RUTH T. WELLS**, hereinafter referred to as "Wells".

**WITNESSETH:**

WHEREAS, Sunset owns certain parcels of real property located in Twin Falls County, Idaho. Each parcel is more particularly described in this Agreement; and,

WHEREAS, the Wells are purchasing a portion of Sunset's real estate in a transaction scheduled to close on or before August 21, 2015; and,

WHEREAS, the parties have entered into a Real Estate Purchase and Sale Agreement dated June 25, 2015 which calls for an easement across the parcel to be sold to the Wells in favor of real estate owned by Sunset, and which calls for a restrictive covenant to run with the land; and,

WHEREAS, the parties desire to further describe the easement and the restrictive covenant.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the parties do hereby agree to the reservation of a perpetual, nonexclusive access and utility easement, more particularly described below, for ingress, egress, vehicular travel and the construction, installation, use, replacement and maintenance of utilities and related equipment to service Sunset's real estate which is surrounded by the parcels being sold to Wells. The easement shall be located on, over, under and across a strip of land that is described in

Exhibit "C" attached hereto and incorporated herein by reference. The parties to this Agreement are as set forth below together with their respective successors in interest. This Agreement is subject to the terms and conditions as set forth below.

**I. PARTIES.**

The parties to this Agreement are as follows:

- A. Sunset Butte, LLC  
3219 E 3600 N  
Kimberly, ID 83341
- B. James L. Wells and Ruth T. Wells  
790 E 3800 N  
Buhl, ID 83316

**II. PROPERTY BURDENED.**

The Wells property burdened by this access and utility easement is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

**III. PROPERTY BENEFITTED.**

The Sunset property benefitted by this access and utility easement is more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof.

**IV. EASEMENT LEGAL DESCRIPTION.**

The specific legal description of the portion of the Wells property subject to the easement is more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof. In addition to the easement reserved in Exhibit "C" for the benefit of and appurtenant to Sunset's real property, the parties acknowledge and confirm the existing easement described on Exhibit "D" attached hereto and by this reference made a part hereof. The easement described on Exhibit "D" is also a perpetual, nonexclusive easement for vehicular access for the benefit of and appurtenant to Sunset's real property described on Exhibit "B".

It is specifically understood by all parties that the actual location of the Exhibit "C" easement may slightly vary from time to time as farming practices and equipment change. Both parties acknowledge and consent to such temporary and minimal deviations from the specific legal description.

**V. USE OF THE EASEMENTS.**

A. Sunset shall have reasonable access to the Exhibit "C" Easement for the purpose of construction, repair, maintenance, operation, replacement or removal of utilities and related equipment for the benefit of their real property.

B. Sunset may use both easements for the purpose of ingress, egress, and access to their real property, including the use of vehicles and machines.

C. The Wells shall have the right to use and enjoy the surface of the land encumbered by the easements provided that such use does not interfere with the construction, repair, maintenance, operation, replacement or removal of the utilities or related equipment used by Sunset, and does not impede their ingress, egress, or access across the easement property.

D. Sunset may delegate the use of the easements to their agents, tenants, and subtenants for all of the purposes for which Sunset may use the easements.

**VI. ATTORNEY'S FEES.**

In the event of any suit or proceeding by either party herein and against the other party, including any and all bankruptcy claims, actions and proceedings deemed necessary or desirable, or to otherwise protect the interest of a party, including the hiring of any attorney in the event of default, the non-defaulting party or the prevailing party (in the event of suit) shall be entitled to recover reasonable attorneys' fees and costs, including fees or costs that may be incurred in any appellate proceeding.

**VII. PERPETUAL EASEMENT.**

The easements referenced in this Addendum are perpetual and shall be binding upon all of the parties hereto and their successors and assigns and shall be deemed to be a covenant running with the real property appurtenant to and for the express benefit of and for the express burden of each party's real property as described herein.

**VIII. COVENANT TO NOT COMPETE.**

It is expressly acknowledged and agreed to that the Wells property described in Exhibit "A" shall be and is subject to the following covenant: Wells covenants and agrees to not construct any radio antenna supporting structure, including without limitation, towers, poles, monopoles or buildings which contain or are used for the purpose of transmission or reception of radio signals on the purchased property. This covenant shall run with the land and shall bind Wells and their heirs, successors, and assigns of the property, in whole or in part, including without limitation any future owner of the property, in whole or in part.

**IX. RECORDING.**

This Addendum shall be recorded with the Warranty Deed conveying the real estate to Wells described in Exhibit "A". Once recorded, the easements and covenant contained in this Addendum shall be incorporated into and become a part of that Warranty Deed.

**X. ATTORNEY DISCLOSURE**

This Addendum was drafted by attorneys of the law firm of Stephan, Kvanvig, Stone & Trainor representing Sunset Butte, LLC as a convenience to the parties and as an accommodation to a pending transaction between Sunset Butte, LLC and Wells. Wells acknowledges that Stephan, Kvanvig, Stone & Trainor has not provided legal advice to Wells, and that Wells was encouraged to, and offered the opportunity to, consult legal counsel of their choosing relative to this agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this First  
Addendum to Real Estate Purchase And Sale Agreement effective the 20 day August, 2015.

Sunset Butte, LLC,  
an Idaho Limited Liability Company,

By: Vivian R. Wells Manager & Member  
Vivian R. Wells, Manager & Member

By: Robin D. Wells Member  
Robin D. Wells, Member

"Sunset"  
James L. Wells  
James L. Wells

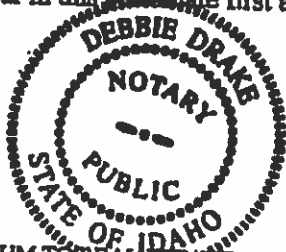
Ruth T. Wells  
Ruth T. Wells

"Wells"

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss.

On this 20 day of August, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared VIVIAN R WELLS as manager and member and ROBIN D. WELLS as member of Sunset Butte, LLC, an Idaho limited liability company, known or identified to me to be the persons that executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of said company.

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



Debbie Drake  
Notary Public for Idaho  
My Commission Expires on 04-13-2018  
Residing at: Twin Falls, Idaho  
Commission Expires: 04-13-2018

FIRST ADDENDUM TO REAL ESTATE  
PURCHASE AND SALE AGREEMENT - 3

August 20, 2015

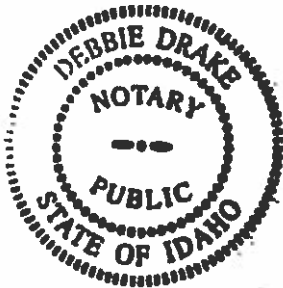
STATE OF IDAHO

COUNTY OF TWIN FALLS

)  
: ss.  
)

On this 20 day of August, 2015, before me the undersigned, a Notary Public for Idaho, personally appeared JAMES L. WELLS and RUTH T. WELLS, known or proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

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



  
Notary Public for Idaho  
My Commission Expires on 04-13-2018  
Residing at: Twin Falls, Idaho  
Commission Expires: 04-13-2018

## EXHIBIT "A"

### Parcel 1

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 12: A parcel of land located in the S½S½ being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 12, from which the East One Quarter (E¼) corner of Section 12 bears North 00°34'05" West 2649.91 feet;  
THENCE from the Southeast corner of Section 12 on a bearing of South 89°32'18" West along the South boundary of Section 12 for a distance of 1325.15 feet to the southeast corner of the SW¼SE¼ of Section 12 and being the TRUE POINT OF BEGINNING;  
THENCE continuing South 89°32'18" West along the South boundary of the SE¼ of Section 12 for a distance of 1325.15 feet to the South One Quarter (S¼) corner of Section 12;  
THENCE continuing South 89°32'18" West along the South boundary of the SW¼ of Section 12 for a distance of 993.86 feet;  
THENCE North 00°34'20" West for a distance of 996.37 feet;  
THENCE South 89°34'44" West for a distance of 1367.72 feet;  
THENCE South 00°34'32" East for a distance of 997.34 feet to a point on the South boundary of the SW¼ of Section 12;  
THENCE South 89°32'18" West along the South boundary of the SW¼ of Section 12 for a distance of 288.77 feet to the Southwest corner of Section 12;  
THENCE North 00°34'05" West along the West boundary of the SW¼ of Section 12 for a distance of 1330.11 feet to the Northwest corner of the SW¼SW¼ of Section 12;  
THENCE North 89°35'39" East along the North boundary of the S½SW¼ of Section 12 for a distance of 2650.16 feet to the Northeast corner of the SE¼SW¼ of Section 12;  
THENCE continuing North 89°35'39" East along the North boundary of the SW¼SE¼ of Section 12 for a distance of 1325.23 feet to the Northeast corner of the SW¼SE¼ of Section 12;  
THENCE South 00°34'17" East along the East boundary of the SW¼SE¼ of Section 12 for a distance of 1326.24 feet to the TRUE POINT OF BEGINNING.

### Parcel 2

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 13: A parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 13, from which the East One Quarter (E¼) corner of Section 13 bears South 00°33'48" East 2648.78 feet;  
THENCE from the Northeast corner of Section 13 on a bearing of South 89°32'18" West along the North boundary of the NE¼ of Section 13 for a distance of 1325.15 feet to the Northeast corner of the W¼NE¼ of Section 13 and being the TRUE POINT OF BEGINNING;  
THENCE South 00°34'43" East along the East boundary of the W¼NE¼ of Section 13 for a distance of 2649.40 feet to the Southeast corner of the W¼NE¼ of Section 13;  
THENCE South 89°30'41" West along the South boundary of the W¼NE¼ of Section 13 for a distance of 1324.45 feet to the Northeast corner of the SW¼ of Section 13;

THENCE South 00°35'37" East along the East boundary of the NE¼SW¼ of Section 13 for a distance of 1325.02 feet to the Southeast corner of the N¼SW¼ of Section 13;  
THENCE South 89°29'45" West along the South boundary of the N¼SW¼ of Section 13 for a distance of 2645.15 feet to the Southwest corner of the N¼SW¼ of Section 13;  
THENCE North 00°30'01" West along the West boundary of the NW¼SW¼ of Section 13 for a distance of 1325.68 feet to the West One Quarter (W¼) corner of Section 13;  
THENCE North 00°45'05" West along the West boundary of the NW¼ of Section 13 for a distance of 2631.30 feet to the Northwest corner of Section 13;  
THENCE North 89°32'18" East along the North boundary of the NW¼ of Section 13 for a distance of 288.77 feet;  
THENCE South 00°34'32" East for a distance of 331.38 feet;  
THENCE North 89°32'53" East for a distance of 1386.00 feet;  
THENCE North 08°00'00" East for a distance of 315.01 feet;  
THENCE North 73°24'51" West for a distance of 68.35 feet to a point on the North boundary the NE¼NW¼ of Section 13;  
THENCE North 89°32'18" East along the North boundary of Section 13 for a distance of 2319.01 feet to the TRUE POINT OF BEGINNING.

# EXHIBIT 'B'

## Parcel 1

A parcel of land located in the S1/2SW1/4 of Section 12 and N1/2NW1/4 of Section 13, Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho and being more particularly described as follows:

**TOWNSHIP 10 SOUTH  
RANGE 13 EAST**

**SECTIONS 12 and 13: (42.022 ACRES)**

COMMENCING at the Southeast corner of said Section 12, from which the East One Quarter (E1/4) corner of Section 12 bears North 00°34'05" West-2649.91 feet, THENCE from the Southeast corner of Section 12 on a bearing of South 89°32'18" West along the South boundary of Section 12 for a distance of 3644.16 feet to the TRUE POINT OF BEGINNING:

THENCE South 73°24'51" East for a distance of 68.35 feet;

THENCE South 08°00'00" West for a distance of 315.01 feet;

THENCE South 89°32'53" West for a distance of 1386.00 feet;

THENCE North 00°34'32" West for a distance of 331.38 feet to a point on the South boundary of the SW1/4 of Section 12;

THENCE continuing North 00°34'32" West for a distance of 997.34 feet;

THENCE North 89°34'44" East for a distance of 1367.72 feet;

THENCE South 00°34'20" East for a distance of 996.37 feet to the TRUE POINT OF BEGINNING.

## Parcel 2

A parcel of land located in the NE1/4NW1/4 of Section 13, Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho and being more particularly described as follows:

**TOWNSHIP 10 SOUTH  
RANGE 13 EAST**

**SECTIONS 13: (0.337 ACRES)**

COMMENCING at the Northeast corner of said Section 13, from which the East One Quarter (E1/4) corner of Section 13 bears South 00°33'48" East-2648.78 feet, THENCE from the Northeast corner of Section 13 on a bearing of South 89°32'18" West along the North boundary of Section 13 for a distance of 3610.26 feet, THENCE South 00°20'20" East for a distance of 25.00 feet to the TRUE POINT OF BEGINNING:

THENCE continuing South 00°20'20" East for a distance of 140.00 feet;

THENCE South 89°32'18" West parallel with the North boundary of the NW1/4 of Section 13 for a distance of 105.00 feet;

THENCE North 00°20'20" West for a distance of 140.00 feet;

THENCE North 89°32'18" East parallel with the North boundary of the NW1/4 of Section 13 for a distance of 105.00 feet to the TRUE POINT OF BEGINNING.

## EXHIBIT "C"

Reserving unto the grantor an access and utility easement being encompassed by the following described boundary:

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho  
Sections 12 and 13: A parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of Section 13;  
THENCE South 89°32'18" West along the North boundary of the NE¼ of Section 13 for a distance of 25.0 feet to a point on the West easement boundary of county road 900 East and being the TRUE POINT OF BEGINNING;  
THENCE South 00°33'48" East along the West easement boundary of county road 900 East for a distance of 25.00 feet;  
THENCE South 89°32'18" West parallel with and 25.0 feet South of the North boundary of the NE¼ of Section 13 for a distance of 1985.97 feet;  
THENCE South 76°11'21" West for a distance of 41.38 feet;  
THENCE South 70°03'40" West for a distance of 203.34 feet;  
THENCE South 80°28'33" West for a distance of 71.04 feet;  
THENCE North 89°21'40" West for a distance of 87.41 feet;  
THENCE North 84°25'38" West for a distance of 214.97 feet;  
THENCE North 77°39'49" West for a distance of 88.08 feet;  
THENCE North 69°00'27" West for a distance of 86.28 feet;  
THENCE North 79°33'18" West for a distance of 69.73 feet;  
THENCE South 89°32'18" West parallel with the North boundary of the NW¼ of Section 13 for a distance of 676.54 feet;  
THENCE South 07°54'12" West for a distance of 309.93 feet;  
THENCE South 89°32'53" West for a distance of 54.66 feet;  
THENCE North 08°00'00" East for a distance of 315.01 feet;  
  
THENCE North 73°24'51" West for a distance of 68.35 feet to a point on the North boundary of the NW¼ of Section 13;  
THENCE North 00°34'20" West for a distance of 25.00 feet;  
THENCE North 89°32'18" East parallel with the South boundary of Section 12 for a distance of 3619.16 feet to a point on the West easement boundary of the county road 900 East;  
THENCE South 00°34'05" East along the West easement boundary of county road 900 East for a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

# EXHIBIT 'D'

## DESCRIPTION OF THE EASEMENT

A 20.00 foot wide vehicular access easement located in a portion of W 1/4, Section 13, Township 10 South, Range 13 East, Boise Meridian, Twin Falls, County, Idaho; being more particularly described as follows.

Commencing at the Northeast corner of said Section 13, Said point lies South 00° 01' 41" East 5300.11 feet from the Northeast corner of Section 12, Township 10 South Range 13 East, B.M. Thence South 89° 32' 18" West 9610.46 feet. Thence South 00° 11' 18" West 56.47 feet to the REAL POINT OF BEGINNING of the centerline of said 20.00 foot wide easement.

Thence South 71° 26' 10" East 47.42 feet, Thence South 8° 53' 03" West 167.24 feet, Thence South 8° 15' 28" West 180.49 feet, Thence South 9° 12' 25" West 778.61 feet, Thence South 26° 22' 47" West 37.18 feet, Thence South 83° 22' 05" West 49.00 feet, Thence South 89° 30' 24" West 76.50 feet, Thence South 75° 58' 20" West 48.50 feet, Thence South 49° 27' 31" West 45.59 feet, Thence South 19° 56' 31" West 59.51 feet, Thence South 4° 30' 20" West 48.63 feet, Thence South 0° 16' 15" East 822.49 feet, Thence South 0° 27' 18" West 244.18 feet, Thence South 0° 03' 48" East 923.90 feet, Thence South 2° 20' 51" East 153.96 feet, Thence South 0° 14' 14" East 173.15 feet, Thence South 1° 03' 02" West 145.26 feet, Thence South 2° 37' 13" West 127.54 feet, Thence South 0° 00' 25" East 319.61 feet, Thence South 0° 35' 08" East 834.86 feet, Thence South 3° 38' 33" West 39.16 feet, Thence South 37° 07' 17" West 36.00 feet, Thence South 69° 01' 26" West 25.25 feet, Thence South 74° 54' 58" West 47.50 feet, Thence South 71° 01' 51" West 22.93 feet, Thence South 14° 10' 46" West 43.73 feet, To the centerline of the 3800 North County Road and being the ending point of the centerline of the 20.00 wide easement.



State of Idaho

## DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

C.L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Director

November 12, 2015

JAMES L WELLS  
RUTH T WELLS  
790 E 3800 N  
BUHL, ID 83316

RE: Application For Permit No. 47-17648

Dear Applicant(s):

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

A legal notice of the application has been prepared and is scheduled for publication in the **TIMES NEWS on 11/19/2015 and 11/26/2015**. Protests to this application may be submitted for a period ending ten (10) days after the second publication (**December 7, 2015**).

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Denise Maline". The signature is written in a cursive, flowing style.

Denise Maline  
Administrative Assistant

## Maline, Denise

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**From:** Maline, Denise  
**Sent:** Thursday, November 12, 2015 9:05 AM  
**To:** Times News  
**Subject:** LEGAL NOTICE  
**Attachments:** Times News cover letter.docx; Times News Ad.doc

Attached please find (1) legal notice being submitted for publication on November 19<sup>th</sup> & 26<sup>th</sup>, 2015. Please feel free to contact me if you have any questions, or if you are not able to run the ad on the dates requested.

Thank you in advance,

Denise Maline  
Administrative Assistant  
Idaho Dept of Water Resources, Southern Region  
650 Addison Ave W, Ste 500  
Twin Falls, ID 83301  
(208) 736-3033  
[denise.maline@idwr.idaho.gov](mailto:denise.maline@idwr.idaho.gov)



State of Idaho

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C.L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Director

November 12, 2015

**LEGAL NOTICE DEPARTMENT**  
TIMES NEWS  
PO BOX 548  
TWIN FALLS, ID 83303-0548

RE: Application For Permit No.(s): 45-14475 & 47-17648

RE: Transfer No. 80503

Water Right No(s): 36-14421, 36-15666, 36-15668, 36-15670, 36-15690, 36-15692, 36-15694,  
36-15702, 36-15704, 36-15706

Dear Legal Notice Department:

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

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before December 7, 2015. Your cooperation is appreciated.

Sincerely,

Denise Maline  
Administrative Assistant

Enclosure(s)

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

**45-14475**

GRANT CLARK

1176 S HWY 77

ALBION, ID 83311-9706

Point of Diversion SWSW S27 T12S R25E CASSIA County Source SPRING Tributary UNAMED STREAM

Point of Diversion SESE S28 T12S R25E CASSIA County Source SPRING Tributary UNAMED STREAM

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

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

Total Diversion: 0.02 CFS

Date Filed: 10/28/2015

Place Of Use: DOMESTIC

T12S R25E S27 SWSW

Place Of Use: STOCKWATER

T12S R25E S27 SWSW

T12S R25E S28 SESE

Application for permit proposes the diversion of 0.02 cfs from two springs for domestic and stockwater use. Points of diversion and place of use are located approximately 2.5 miles east and 4.4 miles south of Albion.

**47-17648**

JAMES L WELLS

RUTH T WELLS

790 E 3800 N

BUHL, ID 83316

Point of Diversion SESW S12 T10S R13E TWIN FALLS County Source GROUND WATER Tributary

Use: STOCKWATER 01/01 to 12/31 0.04 CFS

Total Diversion: 0.04 CFS

Date Filed: 10/29/2015

Place Of Use: STOCKWATER

T10S R13E S12 SESW

T10S R13E S13 NENW

Application for permit for stock water use proposes diversion of 0.04 cfs from an existing well located approximately 6.7 miles west and 2.0 miles south of the intersection of Broadway Avenue and Clear Lake Road in Buhl. Water will be piped to two troughs located within 0.25 miles of the well.

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT  
TRANSFER NO. 80503**

HULME DAIRY LLC, 2275 E 600 S, HAZELTON, ID 83335; has filed Application No. 80503 for changes to the following water rights within JEROME County(s): Right No(s). 36-14421, 36-15666, 36-15668, 36-15670, 36-15690, 36-15692, 36-15694, 36-15702, 36-15704, 36-15706. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes changing the nature of use; points of diversion; place of use and period of use for a combined total of 0.38 cfs and 97.2 acre foot from six irrigation ground water rights. Irrigation use will be changed to commercial / stockwater use at an existing dairy facility located adjacent to the currently authorized places of use. Application also proposes changing the points of diversion and place of use for a combined total of 0.49 cfs and 69.9 af from four commercial / stockwater ground water rights associated with the existing dairy facility. All ten water rights will be diverted from three existing wells. PODs and POU are located approximately 4.6 to 5.0 miles north and 0.8 to 1.4 miles east of Hazelton.

Permits will be subject to all prior water rights. For additional information concerning the property locations, contact Southern Region office at (208) 736-3033; or for a full description of the rights &/or proposed transfer, please see [www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx](http://www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx). For additional information on new permits, please see [www.idwr.idaho.gov/WaterManagement/WaterRights/#New\\_Listings](http://www.idwr.idaho.gov/WaterManagement/WaterRights/#New_Listings). Protests may be submitted based on the criteria of Sec 42-222 and 42-203A, Idaho Code. Any protest against the approval of this application(s) must be filed with the Director, Dept. of Water Resources, Southern Region, 650 Addison Ave W, Ste 500, Twin Falls, ID 83301 together with a protest fee of \$25.00 for each application on or before December 7, 2015. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on November 19<sup>th</sup> & 26<sup>th</sup>, 2015