

WATER SUPPLY BANK LEASE CONTRACT

RECEIVED
SEP 24 2015
DEPARTMENT OF
WATER RESOURCES

This Lease Contract ("Lease") is effective between the Idaho Water Resource Board ("Board"), and

Lessor: TIM T GIBSON
2074 RIBIER ST
MERIDIAN ID 83646
208-870-1509

RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.
2. The Lessor has filed a completed application on September 1, 2015 to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources.
3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS:** The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

Summary of Water Rights or Portions Leased to the Bank

<u>Water Right</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
63-32931	0.40 CFS	26.0 AF	NA	28.9 AC
Combined Lease Totals:	0.40 CFS	26.0 AF	NA	28.9 AC

The water rights described herein shall be available for rental from the Bank as follows:
Authorized Period of Use under Lease: October 15 to December 1

2. **COMPENSATION:** The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

Minimum Payment Acceptable: Current Rental Rate

3. **TERM OF LEASE:** This Lease shall take effect when both parties have signed it and shall continue in effect until December 31, 2019.
4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE:** The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.
5. **DUPLICATE ORIGINAL:** This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

TIM T GIBSON
2074 RIBIER ST
MERIDIAN ID 83646

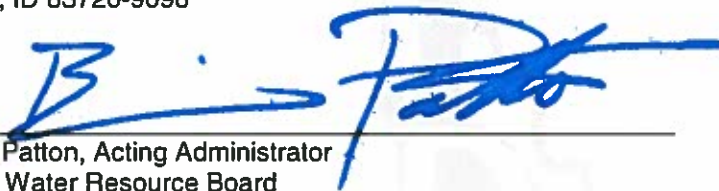
By 

Date 9/23/15

Printed Name _____

Title _____

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-9098

By 
Brian Patton, Acting Administrator
Idaho Water Resource Board

Date 9/24/2015

Lease approved by IDWR 

Date 9-24-2015

ATTACHMENT A
WATER RIGHT NO. 63-32931
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: TIM T GIBSON
 2074 RIBIER ST
 MERIDIAN ID 83646
 208-870-1509

Priority Date: 08/25/1989

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	10/15	12/01	0.40 CFS	26.0 AF
	Total:		0.40 CFS	26.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER NW¼NE¼ Sec. 09, Twp 03N, Rge 01E, ADA County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	01E	9	16.0	12.9															28.9

Total Acres: 28.9

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.

8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other Department application process.
9. In accordance with Idaho Code §§ 42-248 and 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
 - a. Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. The right holder shall fully use all surface water rights appurtenant to the lands identified above prior to using water under this right.
13. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for irrigation of the lands above.

SEP 01 2015

DEPARTMENT OF
WATER RESOURCES

APPLICATION TO SELL OR LEASE A WATER RIGHT TO THE WATER SUPPLY BANK

An application to lease or sell a water right into the Water Supply Bank must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Incomplete applications will be returned to applicants for completion.**

Designated Applicant Tim T. Gibson
(Select one owner – see item 1A on the application)

Water Right No. 63-32931
(One water right per application)

All items must be checked as either *Attached (Yes)* or *Not Applicable (N/A)*

YES

- ☒ Completed *Water Supply Bank Lease or Sale Application Checklist* (this form).
- ☒ Completed *Application to Sell or Lease a Water Right to the Water Supply Bank* (pages 2-3).
- ☒ Application filing fee of \$250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is \$500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.

Attachment N/A YES

- | | | | |
|----|-------------------------------------|-------------------------------------|--|
| 1A | ☐ | ☒ | Contact information for all owners of the water right that is being leased or sold on this application. |
| 1B | ☐ | ☒ | An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant. |
| 1C | ☒ | ☐ | <i>Notice of Change in Water Right Ownership</i> form (accessible from www.idwr.idaho.gov). |
| 1D | ☒ | ☐ | Written consent from irrigation district or water delivery company. |
| 1E | ☒ | ☐ | Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity. |
| 2 | ☒ | ☐ | Description of a water right portion offered to the Water Supply Bank. |
| 3E | ☒ | ☐ | Evidence demonstrating that a water right has not been lost through abandonment or forfeiture pursuant to Section 42-222(2), Idaho Code . |
| 4 | ☐ | ☒ | A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR's website at: www.idwr.idaho.gov . |

Department Use Only

Fee Amount \$ <u>250.00</u>	Received By: <u>di</u>	Date Received: <u>9-1-15</u>	Receipt # <u>C100948</u>
W-9 received? Yes ☒ No ☐ (Route W-9 to Fiscal)		Name on W-9: <u>Tim T. Gibson</u>	

2074 Ribier St
Meridian ID 83646

APPLICATION TO SELL OR LEASE A WATER RIGHT TO THE WATER SUPPLY BANK

1. CONTACT INFORMATION

- A. An application to sell or lease a water right to the Water Supply Bank must be completed by a Designated Applicant who is a recognized owner of the water right being sold or leased to the Water Supply Bank. If there are additional owners recorded for the property to which the water right is appurtenant, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant Tim T. Gibson Email Address _____
 Mailing Address 2074 Ribier Street Meridian, ID 83646 Phone Number 208-870-1509

☒ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

B. Has the designated applicant completed an IRS Form W-9 (Attachment 1B)? Yes ☒ No ☐

C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes ☒ No ☐
 If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).

D. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☐ No ☒
 If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 1D).

E. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☒ No ☐
 If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1E).

Name of Representative Lori Graves Organization SPF Water Engineering
 Professional Title Water Rights Specialist Email Address lgraves@spfwater.com
 Mailing Address 300 E. Mallard Dr., Ste 350, Boise, ID 83706 Phone Number 208-383-4140

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

☒ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

Water Right Number 63-32931 ☒ The full water right is being offered to the Bank.

OR

☐ A part of the water right is being offered to the Bank.
 (If a portion of a water right is being offered, complete Attachment 2)

3. GENERAL INFORMATION

A. Please provide a description of the current water diversion system.

Well, pump, sprinklers

B. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank.

Irrigation District surface water

C. Are any of the water rights identified in question 3B stacked with the water right proposed for lease? Yes ☐ No ☒

Stacked water rights are water rights that are utilized together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of \$500.

D. Will the present place of use continue to receive water from any other source?

Yes ☐ No ☒

If yes, describe. _____

E. Has any portion of this water right undergone a period of five or more consecutive years of non-use?

Yes ☐ No ☒

If yes, describe and attach Watermaster records or other evidence to demonstrate that the water right has not been lost through abandonment or forfeiture pursuant to [Section 42-222\(2\), Idaho Code](#). _____

F. Is this water right involved in any other IDWR process such as an application for transfer or a mitigation plan? Yes ☐ No ☒

If yes, describe. _____

4. MAP

Plat map, survey map, or aerial photograph clearly showing the specific acres proposed to be idled by this lease application.

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☒.

If lease, specify the years when the use of water will be suspended: _____ to 5 yrs (maximum lease period 5 years).
(Year) (Year)

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture provisions are stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any elements of the water right.

Signature of Designated Applicant

Printed Name

Date

Signature of Authorized Representative

Printed Name

Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

8/24/2015

WATER RIGHT NO. 63-32931

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	TIM T GIBSON 2074 RIBIER ST MERIDIAN, ID 83646 (208)888-7382
Original Owner	CAROLYN A GIBSON
Original Owner	DANIEL G GIBSON JR 19500 HWY 20-26 CALDWELL, ID 83607 (208)453-2649

Priority Date: 08/25/1989

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>
IRRIGATION	10/15	12/01	0.4 CFS	26 AFA
Total Diversion			0.4 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NWNE|Sec. 09|Township 03N|Range 01E|ADA County

Licensed Diversion Capacity: 0.71

Place(s) of use:

Place of Use Legal Description: IRRIGATION ADA County

Township|Range|Section|Lot|Tract|Acres|Lot|Tract|Acres|Lot|Tract|Acres|Lot|Tract|Acres

03N	01E	9	NENE	16	NWNE	12.9							
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Total Acres: 28.9

Conditions of Approval:

- 1. The right holder shall fully use all surface water rights appurtenant to the lands identified above prior to using water under this right.
- 2. R32 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for irrigation of the lands above.
- 3. F06 The following rights are diverted through point(s) of diversion described above: 63-32929, 63-32930, 63-32931

Dates:
Licensed Date: 06/03/1994
Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:
State or Federal:
Owner Name Connector:
Water District Number:
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

State of Idaho
Department of Water Resources

Water Right
63-32931

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

01E



0 0.075 0.15 0.3 Miles

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



Quitclaim Deed
Water Rights Only

For value received, Cloverdale Development Group, LLC, an Idaho limited liability company,

Does hereby convey, release, remise, and forever quit claim unto

Sable, LLC, an Idaho limited liability company,

whose current address is 2074 Ribier Dr., Meridian, Idaho 83646-5130,

all right title and interest in any and all water rights including but not limited to water right no. 63-32931 as shown by the Idaho Department of Water Resources, and only the water rights, associated with the following described premises:

Parcel I:

A parcel of land situate in the Northeast quarter of the Northeast quarter and in the Northwest quarter of the Northeast quarter of Section 9, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of said Section 9; thence
South 00°01'55" West, 1055.00 feet along the Easterly boundary of said Section 9 to the Real Point of Beginning;
thence continuing
South 00°01'55" West, 270.98 feet along the Easterly boundary of said Section 9 to the Southeast corner of the
Northeast quarter of the Northeast quarter of said Section 9; thence
North 89°34'01" West, 1673.78 feet along the Southerly boundary of the Northeast quarter of the Northeast quarter
and the Southerly boundary of the Northwest quarter of the Northeast quarter of said Section 9 to the Northwest
corner of Lot 35, Block 7 of Macaile Meadows Subdivision, as shown on the official plat thereof on file in the office of
the Ada County, Idaho, Recorder, which is also the Southeast corner of land described in Instrument No. 102040075,
records of Ada County, Idaho; thence the following courses and distances along the boundary of land described in
said Instrument No. 102040075:
30.74 feet along a non-tangent curve deflecting to the right, with a central angle of 23°28'48", a radius of 75.00 feet,
a tangent of 15.59 feet and a chord of 30.52 feet bearing North 12°10'23" East;
North 23°54'47" East, 78.04 feet;
51.49 feet along a tangent curve deflecting to the left, with a central angle of 23°36'12", a radius of 125.00 feet, a
tangent of 26.12 feet and a chord of 51.13 feet bearing North 12°06'41" East;
North 00°18'35" East, 163.86 feet;
11.58 feet along a tangent curve deflecting to the right, with a central angle of 33°10'18", a radius of 20.00 feet, a
tangent of 5.96 feet and a chord of 11.42 feet bearing North 16°53'44" East;
71.87 feet along a tangent curve deflecting to the left, with a central angle of 82°21'10", a radius of 50.00 feet, a
tangent of 43.74 feet and a chord of 65.84 feet bearing North 7°41'42" West; thence
South 89°41'25" East, 295.89 feet; thence
North 00°18'51" East, 270.62 feet; thence
South 89°34'32" East, 1112.58 feet; thence
South 00°36'59" West, 392.31 feet; thence
South 89°39'12" East, 224.00 feet to the Real Point of Beginning.

Excepting Therefrom:

A parcel of land conveyed to Ada County Highway District by Warranty Deed recorded March 27, 2008 as Instrument No. 108034761, records of Ada County, Idaho, located in the Northeast quarter of the Northeast quarter of Section 9, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the Southeasterly corner of the Northeast quarter of said Section 9 from which a brass cap monument marking the Northeasterly corner of said Northeast quarter of the Northeast quarter bears North 0°13'45" East a distance of 2652.01 feet; thence North 0°13'45" East along the Easterly boundary of said Northeast quarter a distance of 1326.01 feet to the Point of Beginning; thence leaving said Easterly boundary North 89°22'11" West a distance of 45.00 feet to a point; thence North 0°13'45" East a distance of 11.01 feet to a point; thence North 2°27'42" West a distance of 260.20 feet to a point; thence South 89°26'15" East a distance of 57.22 feet to a point on said Easterly boundary; thence South 0°13'45" West along said Easterly boundary a distance of 270.91 feet to the Point of Beginning.

Parcel II:

A parcel of land situate in the Northwest quarter of the Northeast quarter of Section 9, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of said Section 9; thence South 00°01'55" West, 1325.98 feet along the Easterly boundary of said Section 9 to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 9; thence North 89°34'01" West, 1723.78 feet along the Southerly boundary of the Northeast quarter of the Northeast quarter and the Southerly boundary of the Northwest quarter of the Northeast quarter of said Section 9 to the Northeast corner of Lot 43, Block 8 of Macaile Meadows Subdivision, as shown on the official plat thereof on file in the office of the Ada County, Idaho, Recorder, which is also the Southwest corner of land described in Instrument No. 102040075, records of Ada County, Idaho, and which is also the Real Point of Beginning; thence continuing North 89°34'01" West, 947.90 feet along the Northerly boundary of said Lot 43 to the Northwest corner of said Lot 43 and to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 9; thence North 00°35'46" East, 453.45 feet along the Westerly boundary of the Northwest quarter of the Northeast quarter of said Section 9 to the Southwest corner of Lot 2, Block 1 of Records East Subdivision, as shown on the official plat thereof on file in the office of the Ada County, Idaho, Recorder; thence South 89°48'23" East, 589.62 feet along the Southerly boundary of said Lot 2 to the Northwest corner of land described in said Instrument No. 102040075; thence the following courses and distances along the boundary of land described in said Instrument No. 102040075:
South 00°18'35" West, 39.75 feet;
11.25 feet along a tangent curve deflecting to the right, with a central angle of 32°13'33", a radius of 20.00 feet, a tangent of 5.78 feet, and a chord of 11.10 feet bearing South 16°25'22" West;
136.02 feet along a tangent curve deflecting to the left, with a central angle of 155°51'43", a radius of 50.00 feet, a tangent of 233.85 feet and a chord of 97.79 feet bearing South 45°23'43" East;
11.74 feet along a tangent curve deflecting to the right, with a central angle of 33°38'10", a radius of 20.00 feet, a tangent of 6.05 feet and a chord of 11.57 feet bearing North 73°29'30" East;
South 89°41'25" East, 306.00 feet;
31.42 feet along a tangent curve deflecting to the right, with a central angle of 90°00'00", a radius of 20.00 feet, a tangent of 20.00 feet and a chord of 28.28 feet bearing South 44°41'25" East;
South 00°18'35" West, 170.00 feet;

30.90 feet along a tangent curve deflecting to the right, with a central angle of $23^{\circ}36'12''$, a radius of 75.00 feet, a tangent of 15.67 feet and a chord of 30.68 feet bearing South $12^{\circ}06'41''$ West;
South $23^{\circ}54'47''$ West, 78.04 feet;
51.23 feet along a tangent curve deflecting to the left, with a central angle of $23^{\circ}28'48''$, a radius of 125.00 feet, a tangent of 25.98 feet and a chord of 50.87 feet bearing South $12^{\circ}10'23''$ West to the Real Point of Beginning.

Parcel III (Lender's Policy Legal Description):

A parcel of land situate in the North half of the Northeast quarter of Section 9, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of said Section 9 from which the East quarter corner of said Section 9 bears South $00^{\circ}13'40''$ West, 2651.93 feet; thence along the East boundary line of said Section 9 South $00^{\circ}13'40''$ West, 1325.93 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 9; thence leaving said East boundary line North $89^{\circ}22'16''$ West, 45.00 feet to a point on the West right-of-way line of N. Cloverdale Road, said point being the Real Point of Beginning; thence along the Southerly boundary line of the Northeast quarter of the Northeast quarter of said Section 9 North $89^{\circ}22'16''$ West, 1160.83 feet; thence leaving said Southerly boundary line North $00^{\circ}30'23''$ East, 339.70 feet; thence North $89^{\circ}29'36''$ West, 40.00 feet; thence North $00^{\circ}30'23''$ East, 52.73 feet; thence North $89^{\circ}29'53''$ West, 90.00 feet; thence North $00^{\circ}30'23''$ East, 270.62 feet; thence South $89^{\circ}22'13''$ East, 1112.58 feet; thence South $00^{\circ}48'39''$ West, 392.12 feet; thence South $89^{\circ}26'14''$ East, 166.78 feet to a point on the West right-of-way line of N. Cloverdale Road; thence along said West right-of-way line South $02^{\circ}28'05''$ East, 260.20 feet; thence continuing along said West right-of-way line South $00^{\circ}13'40''$ West, 11.01 feet to the Real Point of Beginning.

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Date: 8/21/15

Cloverdale Development Group, LLC, an Idaho limited liability company

By: [Signature]
Name: Kate Laitinen
Its: MEMBER

State of Idaho County of Blaine, ss.

On this 21st day of August in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Kyle Whitehead known or identified to me to be the manager or member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

Mary Beth Landes, Notary Public
Residing at: 4101 E. 11th
My Commission Expires: 7/18/2020
(seal)

MARY BETH LANDES
Notary Public
State of Idaho

Quitclaim Deed
Water Rights Only

For value received, Four Doors, LLC, an Idaho limited liability company,

Does hereby convey, release, remise, and forever quit claim unto

Sable, LLC, an Idaho limited liability company,

whose current address is 2074 Ribier Dr., Meridian, Idaho 83646-5130,

all right title and interest in any and all water rights including but not limited to water right no. 63-32931 as shown by the Idaho Department of Water Resources, and only the water rights, for the following described premises:

EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Date:

Four Doors, LLC, an Idaho limited liability company

By: [Signature]
Name: Pete Whitehead
Its: MEMBER

State of Idaho, County of Blaine, ss.

On this 21st day of August in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Pete Whitehead known or identified to me to be the manager or member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

[Signature] Notary Public
Residing at: Hailey, ID
My Commission Expires: 12/18/2020
(seal)





TitleOne
a title & escrow co.

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 BONNIE OBERBILLIG
TITLEONE BOISE

2015-057702
06/29/2015 02:43 PM
\$16.00

Order Number: 13231316 *JG/SID*

WARRANTY DEED

For Value Received,

Sable, LLC, an Idaho limited liability company, the Grantor, does hereby grant, bargain sell and convey unto, **Cloverdale Development Group, LLC, an Idaho limited liability company**, whose current address is **308 N. Main St., Halley, ID 83333**, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

Parcel I:

A parcel of land situate in the Northeast quarter of the Northeast quarter and in the Northwest quarter of the Northeast quarter of Section 9, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of said Section 9; thence
South 00°01'55" West, 1055.00 feet along the Easterly boundary of said Section 9 to the Real Point of Beginning; thence continuing
South 00°01'55" West, 270.98 feet along the Easterly boundary of said Section 9 to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 9; thence
North 89°34'01" West, 1673.78 feet along the Southerly boundary of the Northeast quarter of the Northeast quarter and the Southerly boundary of the Northwest quarter of the Northeast quarter of said Section 9 to the Northwest corner of Lot 35, Block 7 of Macaile Meadows Subdivision, as shown on the official plat thereof on file in the office of the Ada County, Idaho, Recorder, which is also the Southeast corner of land described in Instrument No. 102040075, records of Ada County, Idaho; thence the following courses and distances along the boundary of land described in said Instrument No. 102040075:
30.74 feet along a non-tangent curve deflecting to the right, with a central angle of 23°28'48", a radius of 75.00 feet, a tangent of 15.59 feet and a chord of 30.52 feet bearing North 12°10'23" East;
North 23°54'47" East, 78.04 feet;
51.49 feet along a tangent curve deflecting to the left, with a central angle of 23°36'12", a radius of 125.00 feet, a tangent of 26.12 feet and a chord of 51.13 feet bearing North 12°06'41" East;
North 00°18'35" East, 163.86 feet;
11.58 feet along a tangent curve deflecting to the right, with a central angle of 33°10'18", a radius of 20.00 feet, a tangent of 5.96 feet and a chord of 11.42 feet bearing North 16°53'44" East;
71.87 feet along a tangent curve deflecting to the left, with a central angle of 82°21'10", a radius of 50.00 feet, a tangent of 43.74 feet and a chord of 65.84 feet bearing North 7°41'42" West; thence
South 89°41'25" East, 295.89 feet; thence
North 00°18'51" East, 270.62 feet; thence
South 89°34'32" East, 1112.58 feet; thence
South 00°36'59" West, 392.31 feet; thence
South 89°39'12" East, 224.00 feet to the Real Point of Beginning.

Excepting Therefrom:

A parcel of land conveyed to Ada County Highway District by Warranty Deed recorded March 27, 2008 as Instrument No. 108034761, records of Ada County, Idaho, located in the Northeast quarter of the Northeast quarter of Section 9, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the Southeasterly corner of the Northeast quarter of said Section 9 from which a brass cap monument marking the Northeasterly corner of said Northeast quarter of the Northeast quarter bears North 0°13'45" East a distance of 2652.01 feet; thence North 0°13'45" East along the Easterly boundary of said Northeast quarter a distance of 1326.01 feet to the Point of Beginning; thence leaving said Easterly boundary North 89°22'11" West a distance of 45.00 feet to a point; thence North 0°13'45" East a distance of 11.01 feet to a point; thence North 2°27'42" West a distance of 260.20 feet to a point; thence South 89°26'15" East a distance of 57.22 feet to a point on said Easterly boundary; thence South 0°13'45" West along said Easterly boundary a distance of 270.91 feet to the Point of Beginning.

Parcel II:

A parcel of land situate in the Northwest quarter of the Northeast quarter of Section 9, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of said Section 9; thence South 00°01'55" West, 1325.98 feet along the Easterly boundary of said Section 9 to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 9; thence North 89°34'01" West, 1723.78 feet along the Southerly boundary of the Northeast quarter of the Northeast quarter and the Southerly boundary of the Northwest quarter of the Northeast quarter of said Section 9 to the Northeast corner of Lot 43, Block 8 of Macaille Meadows Subdivision, as shown on the official plat thereof on file in the office of the Ada County, Idaho, Recorder, which is also the Southwest corner of land described in Instrument No. 102040075, records of Ada County, Idaho, and which is also the Real Point of Beginning; thence continuing North 89°34'01" West, 947.90 feet along the Northerly boundary of said Lot 43 to the Northwest corner of said Lot 43 and to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 9; thence North 00°35'46" East, 453.45 feet along the Westerly boundary of the Northwest quarter of the Northeast quarter of said Section 9 to the Southwest corner of Lot 2, Block 1 of Records East Subdivision, as shown on the official plat thereof on file in the office of the Ada County, Idaho, Recorder; thence South 89°48'23" East, 589.62 feet along the Southerly boundary of said Lot 2 to the Northwest corner of land described in said Instrument No. 102040075; thence the following courses and distances along the boundary of land described in said Instrument No. 102040075:
South 00°18'35" West, 39.75 feet;
11.25 feet along a tangent curve deflecting to the right, with a central angle of 32°13'33", a radius of 20.00 feet, a tangent of 5.78 feet, and a chord of 11.10 feet bearing South 16°25'22" West;
136.02 feet along a tangent curve deflecting to the left, with a central angle of 155°51'43", a radius of 50.00 feet, a tangent of 233.85 feet and a chord of 97.79 feet bearing South 45°23'43" East;
11.74 feet along a tangent curve deflecting to the right, with a central angle of 33°38'10", a radius of 20.00 feet, a tangent of 6.05 feet and a chord of 11.57 feet bearing North 73°29'30" East;
South 89°41'25" East, 306.00 feet;
31.42 feet along a tangent curve deflecting to the right, with a central angle of 90°00'00", a radius of 20.00 feet, a tangent of 20.00 feet and a chord of 28.28 feet bearing South 44°41'25" East;
South 00°18'35" West, 170.00 feet;
30.90 feet along a tangent curve deflecting to the right, with a central angle of 23°36'12", a radius of 75.00 feet, a tangent of 15.67 feet and a chord of 30.68 feet bearing South 12°06'41" West;

South 23°54'47" West, 78.04 feet;

51.23 feet along a tangent curve deflecting to the left, with a central angle of 23°28'48", a radius of 125.00 feet, a tangent of 25.98 feet and a chord of 50.87 feet bearing South 12°10'23" West to the Real Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: 6/29/15

Sable, LLC, an Idaho limited liability company

By: Timothy T. Gibson
Timothy T. Gibson, Member

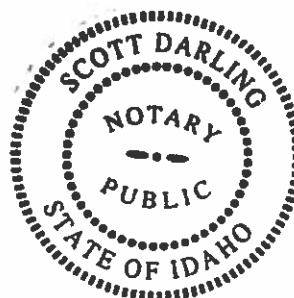
State of Idaho, County of Ada, ss.

On this 29th day of June, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy T. Gibson, known or identified to me to be a Member of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Scott Darling
Notary Public for Idaho
My Commission Expires: _____

RESIDING: BOISE, ID
COMMISSION EXPIRES: 11-28-19



ACCOMMODATION
RECORDING

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=5 CHE FOWLER
TITLEONE BOISE

2015-059270
07/02/2015 12:39 PM
\$22.00

Warranty Deed

For value received,

Cloverdale Development Group, LLC, an Idaho limited liability company

the grantor, does hereby grant, bargain, sell, and convey unto

Four Doors, LLC, an Idaho limited liability company

whose current address is 308 N. Main St., Halley, Idaho 83333

the grantee, the following described premises, in Ada County, Idaho, to wit:

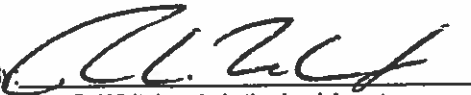
EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

In witness whereof, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed.

Dated: 6/29/15

Cloverdale Development Group, LLC, an Idaho limited liability company

By: 
Pete G. Whitehead, Authorized Agent

State of Idaho, County of Ada, ss.

On this 29 day of June, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Pete G. Whitehead, known or identified to me to be an Authorized Agent of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Charlotte Westendorf

Notary Public for Idaho

My Commission Expires: 10/19/18

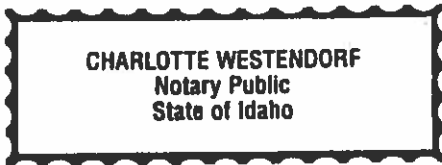


Exhibit A

Parcel II:

A parcel of land situate in the Northwest quarter of the Northeast quarter of Section 9, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of said Section 9; thence

South 00°01'55" West, 1325.98 feet along the Easterly boundary of said Section 9 to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 9; thence

North 89°34'01" West, 1723.78 feet along the Southerly boundary of the Northeast quarter of the Northeast quarter and the Southerly boundary of the Northwest quarter of the Northeast quarter of said Section 9 to the Northeast corner of Lot 43, Block 8 of Macaile Meadows Subdivision, as shown on the official plat thereof on file in the office of the Ada County, Idaho, Recorder, which is also the Southwest corner of land described in Instrument No. 102040075, records of Ada County, Idaho, and which is also the Real Point of Beginning; thence continuing

North 89°34'01" West, 947.90 feet along the Northerly boundary of said Lot 43 to the Northwest corner of said Lot 43 and to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 9; thence

North 00°35'46" East, 453.45 feet along the Westerly boundary of the Northwest quarter of the Northeast quarter of said Section 9 to the Southwest corner of Lot 2, Block 1 of Records East Subdivision, as shown on the official plat thereof on file in the office of the Ada County, Idaho, Recorder; thence

South 89°48'23" East, 589.62 feet along the Southerly boundary of said Lot 2 to the Northwest corner of land described in said Instrument No. 102040075; thence the following courses and distances along the boundary of land described in said Instrument No. 102040075:

South 00°18'35" West, 39.75 feet;

11.25 feet along a tangent curve deflecting to the right, with a central angle of 32°13'33", a radius of 20.00 feet, a tangent of 5.78 feet, and a chord of 11.10 feet bearing South 16°25'22" West;

136.02 feet along a tangent curve deflecting to the left, with a central angle of 155°51'43", a radius of 50.00 feet, a tangent of 233.85 feet and a chord of 97.79 feet bearing South 45°23'43" East;

11.74 feet along a tangent curve deflecting to the right, with a central angle of 33°38'10", a radius of 20.00 feet, a tangent of 6.05 feet and a chord of 11.57 feet bearing North 73°29'30" East;

South 89°41'25" East, 306.00 feet;

31.42 feet along a tangent curve deflecting to the right, with a central angle of 90°00'00", a radius of 20.00 feet, a tangent of 20.00 feet and a chord of 28.28 feet bearing South 44°41'25" East;

South 00°18'35" West, 170.00 feet;

30.90 feet along a tangent curve deflecting to the right, with a central angle of 23°36'12", a radius of 75.00 feet, a tangent of 15.67 feet and a chord of 30.68 feet bearing South 12°06'41" West;

South 23°54'47" West, 78.04 feet;

51.23 feet along a tangent curve deflecting to the left, with a central angle of 23°28'48", a radius of 125.00 feet, a tangent of 25.98 feet and a chord of 50.87 feet bearing South 12°10'23" West to the Real Point of Beginning.

**DESCRIPTION FOR
MULTI-FAMILY RESIDENTIAL PARCEL
WHITECLOUD SUBDIVISION**

A parcel of land situate in the N1/2 of the Northeast quarter of Section 9, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of said Section 9 from which the East 1/4 corner of said Section 9 bears South 00°13'40" West, 2651.93 feet;

Thence along the East boundary line of said Section 9 South 00°13'40" West, 1325.93 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 9;

Thence leaving said East boundary line North 89°22'16" West, 1205.83 feet to the **REAL POINT OF BEGINNING**;

Thence continuing North 89°22'16" West, 130.00 feet along the southerly boundary line of the Northeast quarter of the Northeast quarter of said Section 9 to the Northeast corner of Macaile Meadows Subdivision, as shown on the official plat thereof filed in Book 84 of Plats at Pages 9254 through 9256, records of Ada County, Idaho;

Thence along the North boundary line of said Macaile Meadows Subdivision North 89°22'16" West, 337.92 feet to a point on the easterly right-of-way line of N. Mount Hood Avenue as described in that Warranty Deed recorded as Instrument No. 102040075, records of Ada County, Idaho;

Thence along said easterly right-of-way line the following 6 courses;

Thence 30.72 feet along the arc of a non-tangent curve to the right having a radius of 75.00 feet, a central angle of 23°28'17" and a long chord which bears North 12°21'25" East, a distance of 30.51 feet;

Thence North 24°05'33" East, 78.00 feet;

Thence 51.46 feet along the arc of a curve to the left having a radius of 125.00 feet, a central angle of 23°35'09" and a long chord which bears North 12°17'58" East, a distance of 51.09 feet;

Thence North 00°30'24" East, 162.98 feet;

Thence 11.79 feet along the arc of a curve to the right having a radius of 20.00 feet, a central angle of 33°47'00" and a long chord which bears North 17°23'54" East, a distance of 11.62 feet;

Thence 72.87 feet along the arc of a reverse curve to the left having a radius of 50.00 feet, a central angle of 83°29'56" and a long chord which bears North 07°27'34" West, a distance of 66.59 feet;

Thence leaving said easterly right-of-way line South 89°29'53" East, 385.85 feet;

Thence South 00°30'23" West, 52.73 feet;

Thence South 89°29'36" East, 40.00 feet;

Thence South 00°30'23" West, 339.70 feet to the **REAL POINT OF BEGINNING**. Containing 3.80 acres, more or less.





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 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 25, 2015

TIM GIBSON
2074 RIBIER ST
MERIDIAN ID 83646

RE: WATER SUPPLY BANK LEASE CONTRACT FOR RIGHT(S) 63-32931

Dear Lessor:

Water Right **63-32931** was leased into the Water Supply Bank on September 24, 2015 in accordance with the executed original Lease Contract enclosed. **Your water rights as described on the Lease Contract are considered leased into the Bank and should remain unused until they are formally released from the Bank.**

The rights will automatically be released from the Bank on **December 31, 2019**, unless the rights are released earlier by the Board, or upon your request. **Please note your rights may not be available for immediate release if they have been rented.** To release the right from the Bank prior to the release date, submit a written request on the *Request to Release a Water Right from the Bank* form. This form is available from our public website at www.idwr.idaho.gov.

Please review the conditions of acceptance listed on the Lease Contract, including #3 which says:

"While a right is in the bank, **the lessor may not use the right** without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B."

If you have questions regarding this matter, please contact me at 287-4910.

Sincerely,


Clay Webster

Water Resource Agent
WSB Process Point of Contact

Enclosure: Executed Lease Contract

c: Lori Graves – SPF Water Engineering
Angela Grimm – IDWR Western Region



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 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 17, 2015

TIM T GIBSON
2074 RIBIER ST
MERIDIAN ID 83646

RE: APPLICATION(S) TO LEASE WATER RIGHT(S) 63-32931 TO THE WATER SUPPLY BANK

******TIME SENSITIVE RESPONSE REQUIRED******

Dear Applicant:

The Department of Water Resources has completed its review of your application to lease the above-mentioned water right(s) to the Water Supply Bank. **I have enclosed two original Water Supply Bank Lease Contracts for your review and signature. Please sign and return ALL Lease Contracts within 14 days.** Upon signature and return of the contracts, the Department will also sign the original contracts and return an executed copy to you. The Lease Contract is not considered final until you and the Department have both signed.

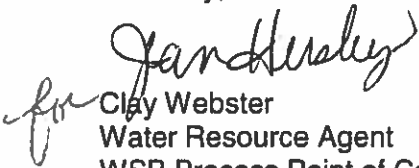
The rights will automatically be released from the Bank on **December 31, 2019**, unless the rights are released earlier by the Board, or upon your request. To release the right from the Bank prior to the release date, submit a written request on the Request to Release a Water Right from the Bank form. To propose a new lease period, submit a new Application to Sell or Lease a Water Right to the Water Supply Bank form along with applicable fees to the Department. These forms are available from any IDWR office or from our public website at <http://www.idwr.idaho.gov>. Please note your rights may not be available for immediate release if they have been rented.

Please review the conditions of acceptance listed on the Lease Contract, including #3 which says:

"While a right is in the bank, **the lessor may not use the right** without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B."

If you have questions regarding this matter, please contact me at 287-4910.

Sincerely,


Clay Webster
Water Resource Agent
WSB Process Point of Contact

Enclosure: Proposed Lease Contracts
Receipt # C100948

c. SPF Water Engineering LLC

MEMORANDUM

To: Water Right No(s). 63-32931

From: Jean Hersley

Date: September 16, 2015

Re: Review of Applications to Lease Water Rights to the State Water Supply Bank

PURPOSE/NARRATIVE: This application was received on September 1, 2015. The applicant wishes to place the entire right in the Bank. This is a supplemental ground water right to water from the Nampa Meridian Irrigation District.

The property is owned by Sable LLC and according to the IDSOS, Tim Gibson is the sole member. Mr. Gibson sold the property without water and will transfer this right to new land as soon as some can be found with equivalent surface water delivery.

This water right will be placed in the Bank as non-rentable except as a supplemental right.

AUTHORITY TO FILE: Tim Gibson, water right owner, signed the application.

WATER RIGHT VALIDITY: This water right is a split from 63-10953, which was licensed in 1994. Forfeiture is not an issue.

INJURY TO OTHER WATER RIGHTS: No injury is apparent.

ENLARGEMENT OF USE: No enlargement is evident through the lease alone. Proper rental review should protect against enlargement. (Complete Place of Use Comparison)

LOCAL PUBLIC INTEREST: Review staff has no information to suggest this application is inconsistent with the local public interest.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The lease appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The leased right(s) are not subject any Water District at this time.



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

09 MAR 27 AM 8:57

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Sable, LLC

2. The complete street and mailing addresses of the initial designated/principal office:

2074 Ribier, Meridian, Idaho 83646

(Street Address)

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

Timothy T. Gibson

2074 Ribier, Meridian, Idaho 83646

(Name)

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name

Address

Timothy T. Gibson

2074 Ribier, Meridian, Idaho 83646

5. Mailing address for future correspondence (annual report notices):

2074 Ribier, Meridian, Idaho 83646

6. Future effective date of filing (optional):

Signature of organizer(s). (An organizer is a member, or is acting in behalf of a member or members).

Signature

Timothy T. Gibson

Typed Name:

Timothy T. Gibson

Signature

Typed Name:

Secretary of State use only

9:40pm 03/27/2009
LLC Immediate Org. Fee Paid
07/2008

IDAHO SECRETARY OF STATE
03/27/2009 05:00
CX: 12474 CT: 169769 DN: 1163233
1 @ 100.00 = 100.00 ORIGIN LLC # 2

W82673

No. W 82673	Due no later than Mar 31, 2015 Annual Report Form	2. Registered Agent and Address (NO PO BOX)				
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		TIMOTHY T GIBSON 2074 RIBIER MERIDIAN 83646				
1. Mailing Address: Correct in this box if needed. SABLE, LLC TIM T GIBSON 2074 RIBIER MERIDIAN ID 83646		3. <u>New</u> Registered Agent Signature:*				
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
MEMBER	TIM T GIBSON	2074 RIBIER DR.	MERIDIAN	ID	USA	83646-5130
5. Organized Under the Laws of: ID W 82673		6. Annual Report must be signed.* Signature: tim t. gibson Name (type or print): tim t. gibson Date: 01/22/2015 Title: member				
Processed 01/22/2015		* Electronically provided signatures are accepted as original signatures.				

Hersley, Jean

From: Lori Graves <LGraves@spfwater.com>
Sent: Wednesday, September 02, 2015 10:20 AM
To: Hersley, Jean
Subject: RE: WSB Lease Application water right 63-32931

Tim Gibson is Sable LLC. Tim withheld the water right from the property in the sale. The WB is now the water right's home because the new owners are going to develop the property. In the meantime, Tim would like the water right protected from non-use until a new home is found with equivalent surface water delivery.

From: Hersley, Jean [mailto:Jean.Hersley@idwr.idaho.gov]
Sent: Wednesday, September 02, 2015 10:08 AM
To: Lori Graves <LGraves@spfwater.com>
Subject: WSB Lease Application water right 63-32931

Lori,

The Department of Water Resources received the application you submitted on behalf of Tim Gibson to lease water right 63-32931 to the water supply bank. A couple of issues came up that need clarification.

- The deeds you provided with the application show that Sable LLC is the owner of water right 63-32931. An ownership change will need to be completed before a lease application can be processed.
- What is the purpose of putting this water right in the Bank? It is a supplemental right and is not subject to forfeiture. It would not be rentable as long as the land is getting water from the irrigation district.

Please provide the information requested within 7 days. Thank you.

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



RECEIVED

SEP 01 2015

DEPARTMENT OF
WATER RESOURCES

August 31, 2015

Clay Webster
IDWR State Office
PO Box 83720
Boise, ID 83720-0098

Subject: *Water Bank Lease Application; Water Right 63-32931*

Dear Clay,

Enclosed on behalf of Tim T. Gibson, is an application to lease water right 63-32931 to the water supply bank.

Check No. 1898 is enclosed for the \$250 filing fee.

Please let me know if there are any questions. Thanks Clay.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lori Graves", is written over a horizontal line.

Lori Graves
Water Rights Specialist

Cc: Tim Gibson

Enclosures

SPF file number: 609.0010