

State of Idaho
Department of Water Resources
Permit to Appropriate Water
NO. 65-23543

Priority: May 22, 2013

Maximum Diversion Volume: 18.0 AF

This is to certify, that RYAN BALDWIN AND KELSIE BALDWIN
PO BOX 2022
MC CALL ID 83638

have applied for a permit to appropriate water from:

Source: GROUND WATER

Tributary: LAKE FORK CREEK

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>ANNUAL VOLUME</u>
AESTHETIC STORAGE	01/01 to 12/31	12.0 AF
IRRIGATION STORAGE	01/01 to 12/31	6.0 AF
IRRIGATION FROM STORAGE	04/15 to 10/31	6.0 AF

LOCATION OF POINT OF DIVERSION:

GROUND WATER NW1/4NW1/4 Sec. 11, Twp 17N, Rge 03E, B.M., VALLEY County

PLACE OF USE: AESTHETIC STORAGE

Twp Rge Sec	NE	NW	SW	SE	Totals
17N 03E 11	NE NW SW SE	NE NW SW SE	NE NW SW SE	NE NW SW SE	
		X			

PLACE OF USE: IRRIGATION STORAGE

Twp Rge Sec	NE	NW	SW	SE	Totals
17N 03E 11	NE NW SW SE	NE NW SW SE	NE NW SW SE	NE NW SW SE	
		X			

PLACE OF USE: IRRIGATION FROM STORAGE

Twp Rge Sec	NE	NW	SW	SE	Totals
17N 03E 11	NE NW SW SE	NE NW SW SE	NE NW SW SE	NE NW SW SE	
		2.0			2.0

Total Acres: 2

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before **April 01, 2020**.
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.

State of Idaho
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Permit to Appropriate Water
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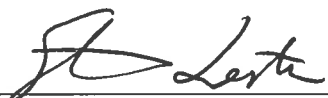
4. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 65K.
5. Prior to diversion of water under this right, the right holder shall install a lockable device, subject to the approval of the Department, in a manner that will provide the watermaster suitable control of the diversion.
6. To mitigate for the depletion of water resulting from the use of water under this right and to prevent injury to senior water right holders, the right holder shall cease diverting and using water as authorized by the following water rights for the purposes and amounts specified below. Moreover, the official record for the following water right will be changed to show that diversion and use of water is not authorized because the rights, or portion thereof, are being dedicated to mitigation purposes.

Right No.	Use Changed to Mitigation	Mitigation Volume (AF)
65-2932B	Irrigation Storage	18.0 AF

If the specified mitigation right, or portion thereof, is sold, transferred, leased, used on any place of use, or is not deliverable due to a shortage of water or a priority call, then the amount of water authorized for diversion under this right approval shall be reduced by the same proportion as the reduction to the mitigation rights.

7. The right holder shall contact the watermaster by June 15 each year for authorization to continue diverting and using water. The right holder shall not divert water after June 15 each year unless the watermaster authorizes continued diversion and use of water under this water right. When the watermaster informs the right holder that water is not available to fill this right, the right holder shall cease diversion, shall rent water from the Payette River Rental Pool, or shall otherwise mitigate for the depletion of water caused by this water use. The department may amend the contact date listed in this administrative provision to more closely coincide with the date when water is not available to fill this water right.
8. The pond established by the storage of water under this right shall not exceed a total capacity of 12 acre-feet or a total surface area of 1.5 acres.
9. Noncompliance with any condition of this right, including the requirement for mitigation, is cause for the director to issue a notice of violation, cancel or revoke the right, or, if the right is included in a water district, request that the watermaster curtail diversion and use of water.
10. The Director retains jurisdiction to require the right holder to provide purchased or leased natural flow or stored water to offset depletion of Lower Snake River flows if needed for salmon migration purposes. The amount of water required to be released into the Snake River or a tributary, if needed for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this permit.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the signature of the Director, affixed at Boise, this 19th day of March, 2015.



STEVE LESTER

Interim Western Region Manager



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

March 23, 2015

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

KELSIE BALDWIN
RYAN BALDWIN
PO BOX 2022
MC CALL ID 83638

RE: Permit No.65-23543

Permit Approval Notice

Dear Permit Holder:

The Department of Water Resources has issued the enclosed permit authorizing you to establish a new water right. Please be sure to thoroughly review the conditions of approval and remarks listed on your permit.

This approval includes using your portion of right 65-2932B from Browns Pond to mitigate your new permit. Your split portion of the Browns Pond right is identified as 65-23610. Please see the enclosed proof report of 65-23610 confirming the right will not be used for anything other than mitigation. The dam for Browns Pond failed several years ago. If the dam is rebuilt to store water again, the water identified in 65-23610 cannot be stored but must be allowed to naturally flow downstream for the benefit of other water users in the Lake Fork system.

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

As a permit owner you must commence the excavation or construction of the diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The date shown under condition no. 1 is the date when the project must be completed.

The Department will send you a 'Proof Due Notice' approximately 60 days prior to the above referenced date requesting you to file either a Proof of Beneficial Use form or a Request for Extension of Time form.

The right to drill a well is not a part of this permit to appropriate water. Beginning in July of 1987, a statute was enacted which requires a drilling permit for new well construction and deepening of existing wells. If the well(s) proposed for use under this water right permit were drilled or deepened after July 1, 1987, a separate drilling permit must be obtained from this Department. Please contact the Ground Water Protection Section located here at this office or our regional office nearest you.

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

If you have any questions, please contact me at (208)334-2190.

Sincerely,



For:

Steve Lester
Interim Western Region Manager

Enclosures

CERTIFICATE OF SERVICE

I hereby certify that on March 23, 2015 I mailed true and correct copies of the documents described below were served by placing a copy of the same with the United States Postal Service, postage prepaid mail with return receipt requested, and properly addressed to person(s) listed below:

Documents Served: PRELIMINARY ORDER (Approved Permit)
Explanatory Information to Accompany a Preliminary Order
Proof Report for Water Right No. 65-23610

RE: WATER RIGHT NO. 65-23543

**KELSIE BALDWIN
PO BOX 2022
MC CALL ID 83638**

**RYAN BALDWIN
PO BOX 2022
MC CALL ID 83638**

**JOHN LEEDOM
WATER MASTER
370 KNIGHTS RD
MCCALL ID 83638**

**SPF WATER ENGINEERING LLC
C/O TERRY SCANLAN
300 E MALLARD DR STE 350
BOISE ID 83706**



**Rachel Sommer
Administrative Assistant I**

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

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

(Required by Rule of Procedure 730.02)

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

PETITION FOR RECONSIDERATION

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

EXCEPTIONS AND BRIEFS

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

REQUEST FOR HEARING

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

ORAL ARGUMENT

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

CERTIFICATE OF SERVICE

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

FINAL ORDER

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

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

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

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

APPEAL OF FINAL ORDER TO DISTRICT COURT

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

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

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

Walker, Kay

From: Walker, Kay
Sent: Wednesday, March 11, 2015 9:27 AM
To: Terry Scanlan
Cc: Walker, Kay
Subject: RE: Baldwin - Application for Permit 65-23543

Hi, Terry.

I received all of the hard copies of the Baldwin transaction in the mail. We just have two items that need addressed.

1. On the Warranty Deed for the water, it states that they are giving the Baldwin's 35.8 acres in the SWNW, Sec. 28, T18N, R3E. The water right record for 65-2932B shows 37 acres irrigated in that 40 acre tract. If they are only "selling" 35.8 acres, we need to know the location of the remaining 1.2 acres. The map attached to the ownership change does not address the 1.2 acres either.
2. We also would like to see that the Warranty Deed has been recorded with the county. We normally don't accept deeds that have not been recorded. If there is a problem with that, please let me know.

Thanks for your attention to these matters.

Sincerely,

Kay Walker

Sr. Water Resource Agent

334-2190



SPF WATER
ENGINEERING

RECEIVED

MAR 09 2015

WATER RESOURCES
WESTERN REGION

March 6, 2015

Kay Walker
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705

Subject: Change of Ownership for 65-2932B

Dear Kay,

Enclosed on behalf of Ryan and Kelsie Baldwin are change of ownership documents for an 18 acre-foot portion of water right 65-2932B. This water right is proposed as mitigation for application for permit 65-23543. Included are (1) signed Notice of Change in Water Right Ownership, (2) copy of the warranty deed for the 18 acre-foot portion of water right 65-2932B purchased by the Baldwins, (3) a map showing the place of use for the 18 acre-foot portion of the water right, and (4) a check for the \$100 filing fee.

Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry M. Scanlan".

Terry M. Scanlan, P.E., P.G.

Enclosures

File: 1118.0010

SCANNED

APR 07 2015



RECEIVED

MAR 04 2015

WATER RESOURCES
WESTERN REGION

March 2, 2015

Kay Walker
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705

Subject: Mitigation Plan for Application for Permit 65-23543

Dear Kay,

Enclosed on behalf of Ryan and Kelsie Baldwin is the signed mitigation plan for Application for Permit 65-23543. Also enclosed is a copy of the warranty deed for the mitigation water. I am waiting for the signed change of ownership form and will forward it as soon as I receive it.

Please contact me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Terry M. Scanlan", is written over a faint, larger blue ink signature.

Terry M. Scanlan, P.E., P.G.

Enclosures: Mitigation Plan and Warranty Deed

File: 1118.0010

PROPOSED MITIGATION PLAN FOR WATER RIGHT APPLICATION NO. 65-23543

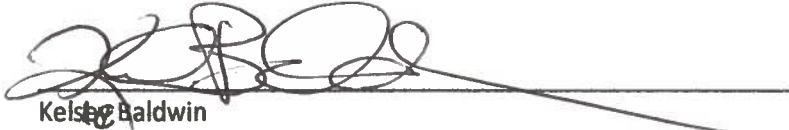
To the Idaho Department of Water Resources (IDWR):

Ryan Baldwin and Kelsey Baldwin agree to permanently retire 18 acre feet authorized for storage under Water Right No. 65-2932B to mitigate use of the above referenced application.

The Baldwins agree to this mitigation plan as follows:

1. The 18 acre feet of storage will no longer be stored at Browns Pond, the authorized place of use for 65-2932B. A reduction of 18 acre feet of storage at Browns Pond will offset depletions to stream flows within the Lake Fork Creek drainage basin that may occur as a result of permit 65-23543.
2. The Baldwins will purchase the 18 acre feet of storage water right from Diane DeBoer. A change of ownership for the 18 acre feet of water right will be submitted to IDWR following the application protest period, but prior to application approval. The 18 acre feet of water right 65-2932B will be formally abandoned as a condition of permit approval.

Signature:


Kelsey Baldwin

Signature:


Ryan Baldwin

Date:

2/23/15

RECEIVED

MAR 04 2015

WATER RESOURCES
WESTERN REGION

WARRANTY DEED

FOR VALUE RECEIVED, Judd DeBoer and Diane B. DeBoer, husband and wife, as Grantors, do hereby grant, bargain, sell, and convey unto Ryan Baldwin and Kelsie Baldwin, husband and wife, whose address is P.O. Box 2022, McCall, Idaho, 83638, as Grantees, the following described property situated in Valley County, Idaho, to-wit:

A 42% portion (18 acre feet) of State of Idaho Decreed Water Right No. 65-2932B, which is currently appurtenant to lands in the SWNW (35.8 acres), NESW (39 acres), and NWSE (26 acres) of Section 28, T18N, R3E.

The said Grantors hereby covenant to and with said Grantees, that Grantors are the owners in fee simple of said property; that said property is free from all liens and encumbrances; and, that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 30th day of Jan, 2015.

Judd W. DeBoer
Judd DeBoer
Diane B. DeBoer
Diane B. DeBoer

STATE OF IDAHO,)
(ss.
County of Ada.)

On this 30th day of January, 2015, before me, Gary Blaylock, a Notary Public in and for said State, personally appeared Judd DeBoer, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

Gary Blaylock
NOTARY PUBLIC FOR IDAHO
Residing at: Boise
My Commission Expires: 8/24/2016

STATE OF IDAHO,)
(ss.
County of Ada.)

On this 30th day of January, 2015, before me, Gary Blaylock
Notary Public in and for said State, personally appeared Diane B. DeBoer, known or identified to
me to be the person whose name is subscribed to the within instrument, and acknowledged to me
that he/she executed the same.

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

st above written.

Dany Blayhe

NOTARY PUBLIC FOR IDAHO

Residing at: Bose

My Commission Expires: 8/24/2016

STATE OF IDAHO
NOTARY PUBLIC

Walker, Kay

From: Walker, Kay
Sent: Friday, February 20, 2015 9:27 AM
To: Terry Scanlan
Cc: Walker, Kay
Subject: RE: Baldwin - Application for Permit 65-23543

Terry,
Sounds like you have got everything covered. We'll look forward to received the documents.
I can't think of anything else we will need at this time.
Thanks,
Kay

From: Terry Scanlan [<mailto:TScanlan@spfwater.com>]
Sent: Friday, February 20, 2015 9:12 AM
To: Walker, Kay
Cc: kelsiebaldwin@hotmail.com; Steve Millemann
Subject: RE: Baldwin - Application for Permit 65-23543

Kay –

Attached is the warranty deed for the mitigation water right.

The Baldwins are sending me (1) the signed revised mitigation plan (changing the water right number from 65-2952B to 65-2932B), and (2) a signed change of ownership form. I will forward both when received.

Is there anything else that we need to wrap this up?

Terry

From: Walker, Kay [<mailto:Kay.Walker@idwr.idaho.gov>]
Sent: Friday, February 06, 2015 9:15 AM
To: Terry Scanlan
Subject: RE: Baldwin - Application for Permit 65-23543

Thanks Terry! Will look for the documents in the near future. Kay

From: Terry Scanlan [<mailto:TScanlan@spfwater.com>]
Sent: Friday, February 06, 2015 9:07 AM
To: Walker, Kay
Subject: RE: Baldwin - Application for Permit 65-23543

Kay –

Update - I understand that DeBoer has signed the Baldwin purchase agreement for the mitigation water, so I am hopeful that they will send me the final documents next week. Have a great weekend.

Terry

From: Terry Scanlan
Sent: Tuesday, January 20, 2015 11:47 AM

To: 'Walker, Kay'

Subject: RE: Baldwin - Application for Permit 65-23543

No problem at all. Thanks.

From: Walker, Kay [<mailto:Kay.Walker@idwr.idaho.gov>]

Sent: Tuesday, January 20, 2015 11:48 AM

To: Terry Scanlan

Cc: Walker, Kay

Subject: RE: Baldwin - Application for Permit 65-23543

Hi, Terry!

Thanks for the update on this application. I think the file would be a lot cleaner if the Baldwins submit a revised mitigation plan. Since the one we have was signed with another water right in mind, it would be nice to have one that has the correct water right number on it. If that is a problem, let me know and I'll discuss it with Steve to see what he would prefer.

Thanks for your help in this matter.

Kay

From: Terry Scanlan [<mailto:TScanlan@spfwater.com>]

Sent: Friday, January 16, 2015 1:27 PM

To: Walker, Kay

Cc: Kelsie Baldwin

Subject: Baldwin - Application for Permit 65-23543

Happy New Year Kay.

Thanks for the attached letter. We were also under the impression that everything was in place, but we ran into some minor setbacks in completing the purchase from DeBoer. I think we have now reached agreement with DeBoer, and hope to complete the purchase within the next week or so.

We are anticipating now that the Baldwins will purchase water right 65-2932B rather than 65-2952B. 65-2932B is the senior storage water right from Browns Pond (which makes for a stronger mitigation plan). Do you want us to submit a revised mitigation plan listing 65-2932B, or can you make that change?

Terry M. Scanlan, P.E., P.G. | Principal Engineer/Hydrogeologist

SPF Water Engineering, LLC

300 E Mallard Drive, Suite 350 | Boise, ID 83706

p. 208.383.4140 | f. 208.383.4156 | d. 208.489.2121

e. tscanlan@spfwater.com | w. www.spfwater.com

RECEIVED

FEB 20 2015

WATER RESOURCES
WESTERN REGION

WARRANTY DEED

FOR VALUE RECEIVED, Judd DeBoer and Diane B. DeBoer, husband and wife, as Grantors, do hereby grant, bargain, sell, and convey unto Ryan Baldwin and Kelsie Baldwin, husband and wife, whose address is P.O. Box 2022, McCall, Idaho, 83638, as Grantees, the following described property situated in Valley County, Idaho, to-wit:

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The said Grantors hereby covenant to and with said Grantees, that Grantors are the owners in fee simple of said property; that said property is free from all liens and encumbrances; and, that they will warrant and defend the same from all lawful claims whatsoever.

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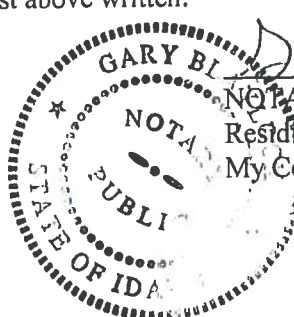
Judd DeBoer

Diane B. DeBoer

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(ss.
County of Ada)

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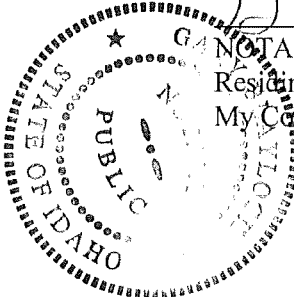
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NOTARY PUBLIC FOR IDAHO
Residing at: Boca
My Commission Expires: 8/24/2016

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County of Ada)

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Gary Blaylock
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Residing at: Boise
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Walker, Kay

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Thanks for your help in this matter.

Kay

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Cc: Kelsie Baldwin
Subject: Baldwin - Application for Permit 65-23543

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Terry M. Scanlan, P.E., P.G. | Principal Engineer/Hydrogeologist

SPF Water Engineering, LLC

300 E Mallard Drive, Suite 350 | Boise, ID 83706

p. 208.383.4140 | f. 208.383.4156 | d. 208.489.2121

e. tscanlan@spfwater.com | w. www.spfwater.com



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 13, 2015

SPF WATER ENGINEERING
ATTN: TERRY M SCANLAN, P.E., P.G.
300 E MALLARD DR., SUITE 350
BOISE ID 83706

RE: Application for Permit 65-23543 – KELSIE AND RYAN BALDWIN

Dear Mr. Scanlan:

We notified you on December 8, 2014, that we had a draft approval prepared to finalize the above referenced application for permit. It was our understanding that everything was in place for the Baldwin's to obtain the mitigation right necessary for approval of this application and you were waiting on our office to complete our review. As of this date we still have not received notice that the Baldwin's have purchased the necessary mitigation right. Please advise us what the status of the mitigation right is.

You may seek additional time to provide the information by making a written request to interrupt processing for up to six months. Your response including the requested information or a request for more time to seek the information must be received within the next sixty (60) days. The application will be voided without a timely written reply.

Please feel free to contact this office if you have any questions in regard to this matter.

Sincerely,

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

KAY WALKER
Sr. Water Resource Agent

Walker, Kay

From: Terry Scanlan [TScanlan@spfwater.com]
Sent: Monday, December 08, 2014 9:12 AM
To: Lester, Steve
Cc: Walker, Kay
Subject: RE: Baldwin Application
Attachments: Boise Cascade Security Interest.pdf; 65-2952B.PDF

That sounds great, thanks.

One minor issue is that Boise Cascade Building Materials Distribution, LLC submitted the attached security interest on the water right related to a deed of trust on land in the NW of the NE of Section 29, T18N, R3E; the deed of trust matures on October 7, 2015. Rather than wait until October 2015, I assume that the 18 acre feet be removed from other lands within the 229 acre place of use. The 18 acre feet is 15.5% (35.5/229ths) of the 116.18 AF water right. I can identify 35.5 acres associated with the 18 acre feet. Let me know if this will be acceptable.

From: Lester, Steve [<mailto:Steve.Lester@idwr.idaho.gov>]
Sent: Monday, December 08, 2014 8:33 AM
To: Terry Scanlan
Cc: Walker, Kay
Subject: RE: Baldwin Application

Terry:

We have a draft approval ready to sign once we get documentation showing they own the 18 af portion of 65-2952B to be used for mitigation. So there is 100% guarantee of approval on that basis.

Steve

From: Terry Scanlan [<mailto:TScanlan@spfwater.com>]
Sent: Friday, December 05, 2014 5:08 PM
To: Lester, Steve; Walker, Kay
Cc: Kelsie Baldwin
Subject: RE: Baldwin Application

Steve and Kay –

Application 65-23543 is through advertising without a protest. The Baldwins are ready to move forward with purchase of the mitigation water. However, before proceeding with the purchase, they would like assurance from the Department that the mitigation will be accepted and the permit approved. Can you provide us with that assurance? Thanks.

Terry

From: Terry Scanlan
Sent: Thursday, October 16, 2014 1:28 PM
To: 'Walker, Kay'
Subject: RE: Baldwin Application

Hi Kay.

I received a signed mitigation plan from the Baldwins in the mail today. Attached is a scan. I will forward the original by mail.

Terry

From: Walker, Kay [<mailto:Kay.Walker@idwr.idaho.gov>]

Sent: Thursday, October 16, 2014 10:14 AM

To: Terry Scanlan

Cc: Walker, Kay

Subject: FW: Baldwin Application

Hi, Terry!

I was wondering if you had received the e-mail I sent on October 2 regarding the Baldwin mitigation plan. I could not tell if it was delivered or not. If not, please let me know and I'll try to send it again. Sorry if you received it and I am just being a pain.

Thanks,

Kay Walker

334-2190

DE✓

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 17 2010

WATER RESOURCES
WESTERN REGION

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 65-2729, 65-2932B, 65-2952B

Adjudication Claim No(s):

2. The following **REQUIRED** information must be submitted with this form:

A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

B) A **FEE of \$25.00 per water right** or adjudication claim.

3. Name and Mailing Address of Person or Company holding Security Interest

Boise Cascade Building Materials Distribution, LLC

1111 W. Jefferson

Boise, ID 83702

4. Name of Water Right Owner/Claimant(s)

Diane DeBoer

5. Expiration Date of Notification Period December 31, 2015

6. Is this a Renewal of Request for Notification? YES X NO

7. Signature(s) of Security Interest holder(s)
(and title if applicable)

Conrad R. Bail
Credit Manager
Boise Cascade Building Materials Distribution LLC

For Office Use Only

Received by *[Signature]*
Receipted by *[Signature]*
Processed by

Date 11-17-10
Date 11-17-10
AJ Date

Fee 75
Receipt No. W038858
WR *[Signature]*

Date 11-17-10

SUPPORT DATA

IN FILE # 65-2729

Instrument # 356189

VALLEY COUNTY, CASCADE, IDAHO

11-4-2010 04:15:45 No. of Pages: 14

Recorded for : AMERITITLE

ARCHIE N. BANBURY

Fee: 49.00

Ex-Officio Recorder Deputy

Index to: DEED OF TRUST

Recording Requested By and
When Recorded Return to:

Boise Cascade Building Materials Distribution, L.L.C.
Attn: Gordon Bird
1111 W. Jefferson St.
Boise, Idaho 83702

IC16729

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING,
AND ASSIGNMENT OF LEASES AND RENTS**

among

Judd W. DeBoer and Diane DeBoer
husband and wife
Grantor

Amerititle, Inc.
an Oregon corporation
Trustee

and

Boise Cascade Building Materials Distribution, L.L.C.,
a Delaware limited liability company
Beneficiary

This Instrument shall be effective as a
UNIFORM COMMERCIAL CODE FINANCING STATEMENT FILED AS A
FIXTURE FILING

By Debtor:
Judd W. DeBoer and Diane DeBoer
485 E. Riverside Dr., Ste. 400
Eagle, Idaho 83616

Brown's Industries, Inc.
485 E. Riverside Dr., Ste. 400
Eagle, Idaho 83616

To Secured Party:
Boise Cascade Building Materials Distribution, L.L.C.
Attn: Gordon Bird
1111 W. Jefferson St.
Boise, Idaho 83702

This "Financing Statement" covers goods described herein by item or type some or all of which are affixed or are to be affixed to the real property described in Schedule A attached hereto.

**DEED OF TRUST, SECURITY AGREEMENT,
FIXTURE FILING, AND ASSIGNMENT
OF LEASES AND RENTS**

THIS DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS ("**Deed of Trust**") is made October 29, 2010, by Judd W. DeBoer and Diane DeBoer, husband and wife, collectively as "**Grantor**," whose address is 485 E. Riverside Dr., Ste. 400, Eagle, Idaho 83616; to Amerititle, Inc., as "**Trustee**," whose address is P.O. Box 798, Cascade, Idaho 83611; for the benefit of Boise Cascade Materials Building Distribution, L.L.C., a Delaware limited liability company, as "**Beneficiary**," whose address is 1111 W. Jefferson, Boise, Idaho 83702.

ARTICLE I

1. **Granting Clause.** Grantor irrevocably grants, bargains, sells and conveys to Trustee and its successors and assigns in trust, with power of sale and with right of entry and possession as provided herein, all Grantor's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to the following (the "**Property**"):

(a) The real property located in Valley County, Idaho, and more specifically described in Schedule A attached hereto and incorporated herein by reference and any and all improvements now or hereafter located thereon (the "**Real Property**"). THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY.

(b) All land lying in streets and roads adjoining the Real Property, and all access rights and easements pertaining to the Real Property.

(c) All the lands, tenements, privileges, reversions, remainders, irrigation and irrigation rights, water, water and riparian rights, water permits, wells, ditches, well rights and permits, ditch rights and water stock and shares, reservoir rights, oil and gas rights, royalties, minerals and mineral rights, as-extracted Property, all development rights and credits, air rights, hereditaments and appurtenances belonging or in any way pertaining to the Real Property.

(d) All buildings, structures, improvements, fixtures, equipment and machinery and property now or hereafter attached to or used in connection with the use, occupancy or operation of the Real Property. All property mentioned in this subsection (d) shall be deemed part of the realty and not severable wholly or in part without material injury to the Real Property.

(e) All rents, issues and profits of the Real Property, all existing and future leases of the Real Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Real Property (all such leases and agreements whether written or oral, are hereafter referred to as the "**Leases**"), together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Real Property (collectively, the "**Rents**"). This subsection (e) is subject to the right, power and authority given to the Beneficiary in the Loan Documents (as defined herein) to collect and apply the Rents.

2. **Security Agreement.** If any of the Property is determined to be personal property, Grantor as Debtor hereby grants to Beneficiary as Secured Party a security interest in all such personal property (the "**Personal Property**") to secure payment and performance of the Secured Obligations (as defined below). This Deed of Trust constitutes a security agreement between Grantor and Beneficiary pursuant to the Uniform Commercial Code as adopted in the State of Idaho, and any other state where the Personal Property is located, as now or hereafter amended, with respect to the Property, and any and

all property affecting or related to the use and enjoyment of the Real Property, now or hereafter described in any Uniform Commercial Code Financing Statement naming Grantor as Debtor and Beneficiary as Secured Party. The remedies of Beneficiary for any violation of the covenants, terms and conditions of this Deed of Trust shall include all remedies available to secured parties under the Uniform Commercial Code. Grantor agrees the filing of a financing statement in the records normally having to do with personal property shall not be construed as in anywise derogating from or impairing the intention of Grantor and Beneficiary that everything used in connection with the production of income from the Real Property that is the subject of this Deed of Trust and/or adapted for use therein and/or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in any list filed with the Beneficiary, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time.

3. Financing Statement. This Deed of Trust shall also constitute a financing statement filed for record in the real estate records as a fixture filing pursuant to the Uniform Commercial Code. This Deed of Trust shall also be effective as a financing statement covering as-extracted Property (including oil and gas) and timber to be cut under the Idaho Uniform Commercial Code, as in effect from time to time, and the Uniform Commercial Code, as in effect from time to time, in any other state where the Property is situated and is to be filed for record in the real estate records of each county where any part of the Property is situated.

4. Obligations Secured. The following obligations ("**Secured Obligations**") are secured by this Deed of Trust:

(a) Payment of the sum of up to One Hundred Forty Three Thousand Four Hundred Sixty-Three and 32/100ths (\$143,463.32) with interest thereon according to the terms of the Promissory Note of even date herewith, with an original maturity date of October 7, 2015, payable to Beneficiary or order and made by Brown's Industries, Inc. ("**Borrower**"), including all renewals, amendments, modifications, extensions and substitutions therefor (the "**Note**"). This Deed of Trust, the Note and all such other documents, and all renewals, amendments, modifications or extensions thereof, are hereafter collectively referred to as the "**Loan Documents**".

(b) Performance of each agreement, term and condition set forth or incorporated by reference in the Loan Documents, as such may be amended.

ARTICLE II

1. Assignment of Rents and Leases. Grantor hereby absolutely and irrevocably assigns to Beneficiary all Grantor's interest in the Rents and Leases. Grantor warrants it has made no prior assignment of the Rents or the Leases and will make no subsequent assignment (other than to Beneficiary) without the prior written consent of Beneficiary.

(a) So long as Borrower or Grantor is not in default under the Loan Documents, Grantor may collect the Rents as the Rents become due. Grantor shall use the Rents to pay normal operating expenses for the Property. No Rents shall be collected for a period subsequent to the current one month rental period and first or last month's rent. Grantor's right to collect the Rents shall not constitute Beneficiary's consent to the use of cash Property in any bankruptcy proceeding.

(b) If Grantor or Borrower is in default under this Deed of Trust or any other Loan Document, without notice to Grantor, Beneficiary or its agents, or a court appointed receiver, may collect the Rents. In doing so, Beneficiary may (i) evict lessees for nonpayment of rent, (ii) terminate in any lawful manner any tenancy or occupancy, (iii) lease the Property in the name of the then owner on such terms as it may deem best, (iv) institute proceedings against any lessee for past due rent, and (v) do all other acts and things as Beneficiary deems necessary or desirable. The Rents received shall be applied to payment of the costs and expenses of collecting the Rents, including a reasonable fee to Beneficiary, a receiver or an agent, operating expenses for the Property and any sums due or payments required under

the Loan Documents, in such order as Beneficiary may determine. Any excess shall be paid to Grantor, however, Beneficiary may withhold from any excess a reasonable amount to pay sums anticipated to become due which exceed the anticipated future Rents. Beneficiary's failure to collect or discontinuing collection at any time shall not in any manner affect the subsequent enforcement by Beneficiary of its rights to collect the Rents. The collection of the Rents by or for Beneficiary shall not cure or waive any default under the Loan Documents. Any Rents paid to Beneficiary or a receiver shall be credited against the amount due from the lessees under the Leases. Grantor hereby expressly authorizes and directs all present and future tenants of the Property to pay any and all Rents due Grantor pursuant to the Leases directly to Beneficiary or such nominee as Beneficiary may direct by written notice delivered to and received by such tenants. Grantor agrees any tenants who make payments directly to Beneficiary or its designee after receipt of such a notice are hereby expressly relieved of any and all duty, liability or obligation to Grantor in respect of all payments so made.

(c) Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Property or any part thereof, Beneficiary is not and shall not be deemed to be: (i) "a mortgagee in possession" for any purpose; (ii) responsible for performing any of the obligations of the lessor under any Lease; (iii) responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or (iv) liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it. In exercising its rights under this Section 1 Beneficiary shall be liable only for the proper application of and accounting for the Rents collected by Beneficiary or its agents.

2. Leases. Grantor shall fully comply with all of the terms, conditions and provisions of the Leases so that the same shall not become in default and do all things necessary to preserve the Leases in force. Unless otherwise agreed in writing by Beneficiary, without Beneficiary's prior written consent, Grantor will not enter into any Lease (i) on a form of Lease not previously approved by Beneficiary, (ii) for a term of one (1) year or more, or (iii) containing an option or right to purchase all or any part of the Property in favor of any lessee. Any proceeds or damages resulting from a lessee's default under any Lease, at Beneficiary's option, shall be paid to Beneficiary and applied against sums owed under the Loan Documents even though such sums may not be due and payable. Except for real estate taxes and assessments, without Beneficiary's prior written consent, Grantor shall not permit any lien to be created against the Property which may be or may become prior to any Lease. If the Property is partially condemned or suffers a casualty, Grantor shall promptly repair and restore the Property in order to comply with the Leases.

ARTICLE III

1. Performance of Obligations. Grantor shall strictly comply with all material terms and conditions of the Loan Documents, and perform each Secured Obligation for which it is obligated in accordance with its terms.

2. Warranty of Title. Grantor warrants that it has good and marketable title to a fee simple estate in the Property, subject to no liens, encumbrances, easements, assessments, security interests, claims or defects of any kind prior or subordinate to the lien of this Deed of Trust, except the lien and encumbrances which are recorded against the Property or approved by Beneficiary in writing and real estate taxes and assessments for the current year. Grantor warrants the real estate taxes and assessments are not delinquent or in default, and Grantor has the right to convey the Property to Trustee for the benefit of Beneficiary. Grantor will warrant and defend title to the Property and will defend the validity and priority of the lien of this Deed of Trust and the security interests granted herein against any claims or demands.

3. Prohibited Liens.

(a) Subject to Grantor's rights under subsection (b) below, Grantor shall not permit any governmental or statutory liens (including taxes, mechanic's or materialmen's liens) to be filed

against the Property except for real estate taxes and assessments not yet due and liens permitted by the Loan Documents or approved by Beneficiary in writing.

(b) Grantor will have the right to contest in good faith by appropriate legal or administrative proceeding the validity of any prohibited lien, encumbrance or charge so long as (i) no default exists under the Loan Documents, (ii) Grantor first deposits with Beneficiary a bond or other security satisfactory to Beneficiary in the amount reasonably required by Beneficiary, but not more than the amounts specified in Idaho Code Section 45-519, as now or hereafter amended; (iii) Grantor immediately commences its contest of such lien, encumbrance or charge, and continuously pursues the contest in good faith and with due diligence; (iv) foreclosure of the lien, encumbrance or charge is stayed; and (v) Grantor pays any judgment rendered for the lien claimant or other third party within ten (10) days after the entry of the judgment. If the contested item is a mechanic's or materialmen's lien, Grantor will furnish Beneficiary with an endorsement to its title insurance policy which insures the priority of this Deed of Trust over the lien being contested. Grantor will discharge or elect to contest and post an appropriate bond or other security within twenty (20) days of written demand by Beneficiary.

4. Payment of Taxes and Other Encumbrances. Grantor shall pay the real estate taxes and any assessments or ground rents at least seven (7) days prior to delinquency unless otherwise provided for in the reserve account described in Section 14 below. All other encumbrances, charges and liens affecting the Property, including mortgages and deeds of trust, whether prior to or subordinate to the lien of this Deed of Trust, shall be paid when due and shall not be in default. On request Grantor shall furnish evidence of payment of these items.

5. Maintenance; No Waste. Grantor shall protect and preserve the Property and maintain it in good condition and repair. Grantor shall do all acts and take all precautions which, from the character and use of the Property, are reasonable, proper or necessary to so maintain, protect and preserve the Property. Grantor shall not commit or permit any waste of the Property.

6. Compliance with Laws. Grantor shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property, and shall not commit or permit any act upon or concerning the Property in material violation of any such laws, ordinances, regulations, covenants, conditions, and restrictions. Grantor shall defend, indemnify and hold Beneficiary harmless from and against all liability threatened against or suffered by Beneficiary by reason of a breach by Grantor of the foregoing representations, warranties, covenants and agreements. The foregoing indemnity shall include all fines, fees and penalties, and all legal and other expenses (including attorneys' fees) incurred in connection with the Property being in violation of any such laws, ordinances, regulations, covenants, conditions and restrictions. If Beneficiary or its designee shall become the owner of or acquire an interest in or rights to the Property by foreclosure or deed in lieu of foreclosure of this Deed of Trust or by other means, the foregoing indemnification obligation shall survive such foreclosure or deed in lieu of foreclosure or other acquisition of the Property. Notwithstanding the preceding sentence, Grantor shall have no obligation to defend, indemnify or hold Beneficiary harmless from any liability arising from or out of the activities of Beneficiary or its agents with respect to the Property on or after the transfer of the Property to Beneficiary pursuant to foreclosure proceedings or in lieu thereof.

7. Impairment of Property. Grantor shall not, without Beneficiary's prior written consent, change the present use or the intended use of the Property, change the general nature of the occupancy of the Property, initiate, acquire or permit any change in any public or private restrictions (including without limitation a zoning reclassification) limiting the uses which may be made of the Property, or take or permit any action which would impair the Property or Beneficiary's lien or security interest in the Property.

8. Inspection of Property. Upon written notice, Beneficiary and/or its representatives may enter on to and inspect the Property (including taking and removing soil, groundwater and other samples) at reasonable times after reasonable notice. Subject to the rights of all current tenants, Grantor shall permit Beneficiary and/or its representatives to have access to and perform inspections of the Property

and to respond fully and freely to Beneficiary's and/or its representatives requests for information concerning the Property.

9. Grantor's Defense of Property. Grantor shall appear in and defend any action or proceeding which may affect the Property or the rights or powers of Beneficiary or Trustee under this Deed of Trust.

10. Beneficiary's Right to Protect Property. Beneficiary may commence, appear in, and defend any action or proceeding which may affect the Property or the rights or powers of Beneficiary or Trustee under this Deed of Trust. Beneficiary may pay, purchase, contest or compromise any encumbrance, charge or lien which in its judgment appears to be prior or superior to the lien of this Deed of Trust. If Borrower defaults under the Loan Documents or Grantor fails to do any act required of it under the Loan Documents, Beneficiary, without any obligation to do so and without releasing Grantor from any obligations under the Loan Documents, may make the payment or cause the act to be performed in such manner and to such extent as Beneficiary may deem necessary to protect the Property. Beneficiary is authorized to enter upon the Property for such purposes. In exercising any of these powers Beneficiary may incur such expenses, in its absolute discretion, it deems necessary.

11. Hazardous Substances.

(a) Grantor represents and warrants to Beneficiary, to the best of Grantor's knowledge, no hazardous or toxic waste or substances are being stored on the Property or any adjacent property nor have any such waste or substances been stored or used in, on, under, over or about the Property or any adjacent property during Grantor's ownership, possession or control of the Property, other than the use or storage of hazardous or toxic waste or substances generally used in the ordinary course of operating, maintaining or developing properties such as the Property, all of which Grantor covenants have and will be used, stored and disposed of in accordance with commercially reasonable practices and with all applicable federal, state and local laws, regulations and ordinances. Grantor shall provide written notice to Beneficiary immediately upon Grantor becoming aware that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Grantor will not cause nor permit any activities on the Property which directly or indirectly could result in the Property or any other property becoming contaminated with hazardous or toxic waste or substances. For purposes of this Deed of Trust, the term "hazardous or toxic waste or substances" means any chemical, substance or material classified or designated as hazardous, toxic or radioactive, or similar term, and now or hereafter regulated under any applicable federal, state or local statute, regulation, ordinance or requirement, now or hereafter in effect, pertaining to environmental protection, contamination or cleanup.

(b) Grantor shall comply, at Grantor's expense, with all statutes, regulations and ordinances which apply to the Property, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction which Grantor is bound by, relating to the use, collection storage, treatment, control, removal or cleanup of hazardous or toxic substances in, on, under, over or about the Property or in, on, under, over or about any adjacent property that becomes contaminated with hazardous or toxic substances as a result of construction, operations or other activities on, or the contamination of, the Property. Beneficiary may, but is not obligated to, enter upon the Property to inspect it for compliance and to take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary; and whether or not Grantor has actual knowledge of the existence of hazardous or toxic substances in, on, under, over or about the Property or any adjacent property as of the date hereof, Grantor shall reimburse Beneficiary on demand for the full amount of all costs and expenses incurred by Beneficiary prior to Beneficiary acquiring title to the Property through foreclosure or deed in lieu of foreclosure, in connection with such compliance activities.

12. Repayment of Beneficiary's Expenditures. Grantor shall pay within ten (10) days after written notice from Beneficiary all sums expended by Beneficiary and all costs and expenses incurred by Beneficiary in taking any actions pursuant to the Loan Documents including reasonable attorneys' fees, accountants' fees, appraisal and inspection fees, and the costs for title reports. If any laws or regulations

are passed subsequent to the date of this Deed of Trust which require Beneficiary to incur out-of-pocket expenses in order to maintain, modify, extend or foreclose this Deed of Trust, revise the terms of the Loan Documents or any of the Secured Obligations, Grantor shall reimburse Beneficiary for such expenses within fifteen (15) days after written notice from Beneficiary. Expenditures by Beneficiary shall bear interest from the date of such advance or expenditure at the default interest rate in the Note, shall constitute advances made under this Deed of Trust and shall be secured by and have the same priority as the lien of this Deed of Trust. If Grantor fails to pay any such expenditures, costs and expenses and interest thereon, Beneficiary may, at its option, without foreclosing the lien of this Deed of Trust, commence an independent action against Grantor for the recovery of the expenditures and/or advance any undisbursed proceeds under the Note to pay the expenditures.

13. Accelerating Transfers.

(a) **"Accelerating Transfer"** means any sale, conveyance, encumbrance, transfer of full possessory rights, or other transfer, excluding Leases, of all or any part of the Property or any interest in it, whether voluntary, involuntary, by operation of law or otherwise and whether or not for record or for consideration.

(b) Grantor agrees that Grantor shall not make any Accelerating Transfer without Beneficiary's prior written consent, not to be unreasonably withheld. If any Accelerating Transfer occurs without Beneficiary's prior written consent, Beneficiary in its sole discretion may declare an immediate default and all sums secured by this Deed of Trust to be immediately due and payable, and Beneficiary may invoke any rights and remedies provided herein.

14. Release of Parties or Property. Without affecting the obligations of any party under the Loan Documents and without affecting the lien of this Deed of Trust, Beneficiary and/or Trustee may, without notice (a) release all or any Grantor and/or any other party now or hereafter liable for any of the Secured Obligations, (b) release all or any part of the Property, (c) subordinate the lien of this Deed of Trust, (d) take and/or release any other security for or guarantees of the Secured Obligations, (e) grant an extension of time for performance of the Secured Obligations, (f) modify, waive, forbear, delay or fail to enforce any of the Secured Obligations, (g) sell or otherwise realize on any other security or guaranty prior to, contemporaneously with or subsequent to a sale of all or any part of the Property, and (h) make advances pursuant to the Loan Documents including advances in excess of the Note amount.

15. Status of Grantor. Grantor's exact legal name is correctly set forth at the end of this Deed of Trust. Grantor will not cause or permit any change to be made in her name or identity unless the Grantor shall have notified Beneficiary in writing of such change at least fifteen (15) days prior to the effective date of such change, and shall have first taken all action required by Beneficiary for the purpose of further perfecting or protecting the lien and security interest of Beneficiary in the Property.

ARTICLE IV

1. Insurance.

(a) Grantor shall maintain such insurance on the Property as is commercially reasonable, with premiums prepaid, providing replacement cost coverage and insuring against loss by fire and such other risks covered by extended coverage insurance. Grantor also shall maintain comprehensive general public liability insurance. All insurance shall be with companies satisfactory to Beneficiary and in such amounts as is commercially reasonable, with lender's loss payable clauses in favor of and in form satisfactory to Beneficiary. At least thirty (30) days prior to the expiration of the term of any insurance policy, Grantor shall furnish Beneficiary with written evidence of renewal or issuance of a satisfactory replacement policy. If requested Grantor shall deliver copies of all policies to Beneficiary. Each policy of insurance shall provide Beneficiary with no less than thirty (30) days prior written notice of any cancellation, expiration, non-renewal or modification. In the event of foreclosure of this Deed of Trust all interest of Grantor in any insurance policies pertaining to the Property and in any claims against the policies and in any proceeds due under the policies shall pass to Beneficiary. If under the terms of any Lease the lessee is required to maintain insurance of the type required by the Loan Documents and if the

insurance is maintained for the benefit of both the lessor and Beneficiary, Beneficiary will accept such policies provided all of the requirements of Beneficiary and the Loan Documents are met. In the event the lessee fails to maintain such insurance, Grantor shall promptly obtain such policies as are required by the Loan Documents. If Grantor fails to maintain commercially reasonable insurance required of it, or fails to pay any premiums with respect to such insurance, Beneficiary may obtain such replacement insurance as it deems necessary or desirable, or pay the necessary premium on behalf of Grantor, and any sums expended by Beneficiary in so doing shall be added to the principal balance of the Note and bear interest at the default interest rate set forth in the Note.

2. Damages and Condemnation and Insurance Proceeds.

(a) Grantor shall be entitled to (i) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it; (ii) all other awards, claims and causes of action, arising out of any warranty affecting all or any part of the Property, or for damage or injury to or decrease in value of all or part of the Property or any interest in it; (iii) all proceeds of any insurance policies payable because of loss sustained to all or part of the Property; and (iv) all interest which may accrue on any of the foregoing.

(b) Grantor shall immediately notify Beneficiary in writing if: (i) any damage occurs or any injury or loss is sustained in the amount of \$25,000 or more to all or part of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or (ii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property. If Beneficiary chooses, it may require Borrower to reduce the principal amount outstanding under the Note in an amount equal to the insurance proceeds or award offer, in an amount up to the amount outstanding under the Note.

ARTICLE V

1. Default; Remedies.

(a) Grantor will be in default under this Deed of Trust upon the occurrence of any one or more of the following events: (i) subject to the right to cure as set forth below, any payment is not made when due under the Note or any other Secured Obligation, this Deed of Trust or any other Loan Document; (ii) subject to the right to cure as set forth below, there is a default under, a breach of, or failure to materially perform any other covenant, agreement or obligation to be performed under the Note or any other Secured Obligation, this Deed of Trust; (iii) any representation or warranty contained in this Deed of Trust or any other Loan Document, proves to be false or misleading in any material respect, and as a result Beneficiary reasonably believes that Grantor's financial condition or Grantor's ability to pay its debts as they become due will thereby be materially impaired; (iv) Grantor defaults in any material respect under any lease or other contract or agreement relating to the Property, and such default is not cured within the applicable cure period, if any; (v) Grantor, or Borrower, is in default with respect to any other loan or business or financial accommodation from Beneficiary to Grantor; (vi) Grantor, or Borrower files a petition or action for relief under any bankruptcy, reorganization or insolvency laws or makes an assignment for the benefit of creditors; or (vii) an involuntary petition is filed against Grantor or Borrower under any bankruptcy, reorganization or other insolvency laws, or a custodian, receiver or trustee is appointed to take possession, custody or control of the Property, and such petition or appointment is not set aside, withdrawn or dismissed within thirty (30) days from the date of filing or appointment.

(b) In the event of a default Beneficiary may declare the Secured Obligations, evidenced by the Note or any other Loan Document, immediately due and payable after notice as set forth in Section 2 below, and/or exercise its rights and remedies under the Loan Documents and applicable law including foreclosure of this Deed of Trust judicially as a mortgage or non-judicially pursuant to the power of sale. Beneficiary's exercise of any of its rights and remedies shall not constitute a waiver or cure of a default. Beneficiary's failure to enforce any default shall not constitute a waiver of the default or any subsequent default. In the event of foreclosure, the cost of the title premium for the

trustee's sale guarantee (or equivalent title policy or report) shall be paid for by Grantor. If the Loan Documents are referred to an attorney for enforcement or preservation of Beneficiary's rights or remedies, whether or not suit is filed or any proceedings are commenced, Grantor shall pay all Beneficiary's reasonable costs and expenses including Trustee's and attorneys' fees (including reasonable attorneys' fees for any appeal, bankruptcy proceeding or any other proceeding), accountants' fees, appraisal and inspection fees and cost of title report.

2. Notice and Opportunity to Cure. Notwithstanding any other provision of this Deed of Trust, Beneficiary shall not accelerate the maturity of one or more of the Secured Obligations or exercise any of its other remedies under any of the Loan Documents (a) because of a monetary default (defined below) by Grantor or Borrower unless Grantor fails to cure the default within ten (10) days of the date on which Beneficiary mails or delivers written notice of the default to Grantor, or (b) because of a nonmonetary default (defined below) by Grantor or Borrower unless Grantor fails to cure the default within thirty (30) days of the date on which Beneficiary mails or delivers written notice of the default to Grantor. For purposes of this Deed of Trust, the term "monetary default" means a failure by Grantor or Borrower to make any payment required of it pursuant to the Note or any other Loan Document, and the term "nonmonetary default" means a failure by Grantor or Borrower or any other person or entity to perform any obligation contained in the Note or any other Loan Document, other than the obligation to make payments provided for in the Note or any other Loan Document. If a nonmonetary default is capable of being cured and the cure cannot reasonably be completed within the thirty (30) day cure period, the cure period shall be extended up to ninety (90) days so long as Grantor or Borrower has commenced action to cure within the thirty (30) day cure period, and in Beneficiary's opinion, Grantor or Borrower is proceeding to cure the default with due diligence. None of the foregoing shall be construed to obligate Beneficiary to forebear in any other manner from exercising its remedies and Beneficiary may pursue any other rights or remedies which Beneficiary may have because of a default.

3. Nonjudicial Foreclosure. In the event of a default, Beneficiary may elect to foreclose by exercise of the power of sale granted in this Deed of Trust and, in doing so, to deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Grantor's interest in the Real Property to be sold (the "**Notice of Default**"), together with this Deed of Trust and the Note and such receipts or other evidence of expenditures made by Beneficiary and secured by this Deed of Trust as Trustee may require.

4. Judicial Foreclosure. In the event of a default, Beneficiary may commence an action to judicially foreclose this Deed of Trust as a mortgage. The Real Property may be sold at one or more sales, as a whole or in such parcels or lots, with such elements of real property, and in such manner or order as the Beneficiary, in its sole discretion, may elect. Beneficiary will be entitled to possession of the Real Property and Property during any redemption period allowed under the laws of the State of Idaho. However, if Grantor remains in possession of the Property after it has been sold, Grantor will become a tenant at will of the purchaser of the Property and will pay a reasonable rental for the use thereof while the same is in Grantor's possession. During any redemption period, the purchaser may make such repairs and alterations to the Property as may be reasonably necessary for its proper operation, care, preservation or protection; pay any impositions which become due; insure the Property against loss by casualty and itself against liability arising from its ownership and use of the Real Property; pay liens not extinguished by the foreclosure; and pay any other amounts relating to the Property as they become due. Any sums so paid, together with interest thereon from the date of the expenditure at the rate allowed under Idaho law during the period of redemption, will be included in the amount required to be paid to redeem the Property.

5. Cumulative Remedies. To the fullest extent allowed by law, all Beneficiary's and Trustee's rights and remedies specified in the Loan Documents (including this Deed of Trust) are cumulative, not mutually exclusive and not in substitution for any rights or remedies available at law or in equity. Without waiving its rights in the Property, Beneficiary may proceed against Grantor or may proceed against any other security or guaranty for the Secured Obligations, in such order and manner as Beneficiary may elect. The commencement of proceedings to enforce a particular remedy shall not

preclude the discontinuance of the proceedings and the commencement of proceedings to enforce a different remedy.

6. Entry. After a default, Beneficiary, in person, by agent or by court appointed receiver, may enter, take possession of, manage and operate all or any part of the Property; entering into, enforcing, modifying, or canceling Leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Grantor; completing any unfinished construction; and/or contracting for and making repairs and alterations. Grantor hereby irrevocably constitutes and appoints Beneficiary as its attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures. Although the foregoing power of attorney is effective immediately, Beneficiary shall not exercise the power until the occurrence of a default.

7. Appointment of Receiver. In the event of a default, Grantor consents to, and Beneficiary, to the fullest extent permitted by applicable law, shall be entitled, without notice, bond or regard to the adequacy of the Property, to the appointment of a receiver for the Property. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by a receiver, all the rights and powers granted to Beneficiary by the Loan Documents. The receiver shall be entitled to receive a reasonable fee for management of the Property. If Grantor is an occupant of the Property, Beneficiary has the right to require Grantor to pay rent at fair market rates and the right to remove Grantor from Property if Grantor fails to pay rent.

8. Sale of Property After Default. Following a default, in furtherance of the foreclosure of this Deed of Trust, either judicially or non-judicially, the Property may be sold (at trustee's sale, sheriff's sale or otherwise) separately or as a whole, and in any order, at the option of Beneficiary. In the event of a trustee's sale, Grantor, and the holder of any subordinate liens or security interest with actual or constructive notice hereof, waive any equitable, statutory or other right they may have to require marshaling of assets in connection with the exercises of any of the remedies permitted by applicable law or provided herein, or to direct the order in which any of the Property will be sold in the event of any sale under this Deed of Trust or foreclosure in the inverse order of alienation.

9. Foreclosure of Lessee's Rights; Subordination. Beneficiary shall have the right, at its option, to foreclose this Deed of Trust subject to the rights of any lessees of the Property. Beneficiary's failure to foreclose against any lessee shall not be asserted as a claim against Beneficiary or as a defense against any claim by Beneficiary in any action or proceeding. Beneficiary at any time may subordinate this Deed of Trust to any or all of the Leases except that Beneficiary shall retain its priority claim to any condemnation or insurance proceeds.

10. Repairs During Redemption. In the event of a judicial foreclosure the purchaser during any redemption period may make such repairs and alterations to the Property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring of the Property. Any sums so paid, together with interest from the date of the expenditure at the rate provided in the judgment, shall be added to the amount required to be paid for redemption of the Property.

ARTICLE VI

1. Power of Attorney. Grantor hereby irrevocably constitutes and appoints Beneficiary and any officer or agent of Beneficiary, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Grantor or in Grantor's own name to execute in Grantor's name any such document and to otherwise carry out the purposes of this paragraph, to the extent that Grantor's authorization above is not sufficient. To the extent permitted by law, Grantor hereby ratifies and affirms all acts said attorneys-in-fact have lawfully done or caused to be done in the past or shall lawfully do or cause to be done in the future by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable.

2. Reconveyance After Payment. Upon written request of Beneficiary stating that all obligations secured by this Deed of Trust have been paid, Trustee shall reconvey, without warranty, the Property then subject to the lien of this Deed of Trust. Grantor shall pay any costs, trustee's fees and recording fees incurred in so reconveying the Property.

3. Nonwaiver of Terms and Conditions. Time is of the essence with respect to performance of the obligations under the Loan Documents. Beneficiary's or Grantor's failure to require prompt enforcement of any such obligation shall not constitute a waiver of the obligation or any subsequent required performance of the obligation. No term or condition of this Deed of Trust or any other Loan Documents may be waived, modified or amended except by a written agreement signed by Grantor and Beneficiary. Any waiver of any term or condition of the Loan Documents shall apply only to the time and occasion specified in the waiver and shall not constitute a waiver of the term or condition at any subsequent time or occasion.

4. Right of Subrogation. Beneficiary is subrogated to the rights, whether legal or equitable, of all beneficiaries, mortgagees, lienholders and owners directly or indirectly paid off or satisfied in whole or in part by any proceeds advanced by Beneficiary under the Loan Documents, regardless of whether such parties assigned or released of record their rights or liens upon payment.

5. Statement of Amount Owed. Beneficiary within fifteen (15) days after request by Grantor will furnish Beneficiary a written statement of the amount due under the Loan Documents, any offsets or defenses against the amount claimed by Beneficiary, and such other factual matters as Grantor may reasonably request.

6. Payment of New Taxes. If any federal, state or local law is passed subsequent to the date of this Deed of Trust which requires Beneficiary to pay any tax because of this Deed of Trust or the sums due under the Loan Documents (excluding income taxes), then Grantor shall pay to Beneficiary on demand any such taxes if it is lawful for Grantor to pay them, or, in the alternative Grantor may repay all sums due under the Loan Documents within thirty (30) days of such demand.

7. Notices. Except for any notice required under applicable law to be given in another manner, all notices, certificates, requests, demands and other communications provided for hereunder or under any other Loan Document shall be in writing and shall be (a) personally delivered, or (b) sent by overnight courier of national reputation or, (c) by facsimile transmission with conformation, in each case addressed to the party to whom notice is being given at its address as set forth above or, as to each party, at such other address as may hereafter be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given on (a) the date received if personally delivered, by e-mail or facsimile or (b) the first business day after the date sent if sent by overnight courier.

8. Controlling Document. In the event of a conflict or inconsistency between the terms and conditions of this Deed of Trust and the terms and conditions of any other of the Loan Documents, the terms and conditions of this Deed of Trust shall prevail.

9. Invalidity of Terms and Conditions. If any term or condition of this Deed of Trust is found to be invalid, the invalidity shall not affect any other term or condition of the Deed of Trust and the Deed of Trust shall be construed as if not containing the invalid term or condition.

10. Rules of Construction. This Deed of Trust shall be construed so that, whenever applicable, the use of the singular shall include the plural, the use of the plural shall include the singular, and the use of any gender shall be applicable to all genders and shall include corporations, partnerships, limited partnerships, limited liability companies and other forms of entities. This Deed of Trust inures to the benefit of, and binds all parties named herein and their successors and assigns. The headings to the various sections have been inserted for convenience of reference only and shall not be used to construe this Deed of Trust.

11. **Applicable Law.** The Loan Documents shall be governed by and construed in accordance with the laws of the State of Idaho without regard to conflicts of laws rules.

12. **Definitions.** Any term used in this Deed of Trust and used or defined in the Idaho Uniform Commercial Code, as in effect from time to time (the "UCC"), and not otherwise defined in this Deed of Trust or the Loan Documents shall have the meaning given to that term in the UCC.

13. **Hypothecation Deed of Trust - Agreement of Borrower.** Borrower (defined above), by its execution of this Deed of Trust, agrees that it shall be subject to, bound by, and personally obligated to pay, observe and perform, jointly and severally with Grantor, each and every of the terms, covenants, and conditions of this Deed of Trust as if Borrower had executed this Deed of Trust as Grantor; provided that any limitation of liability on the part of or applicable to Grantor shall not be applicable to or for the benefit of Borrower, it being understood that Borrower's obligations to Beneficiary under this Deed of Trust or the Loan Documents or otherwise are without limit to liability except as may be expressly and specifically set forth in a separate written agreement signed by Beneficiary.

GRANTOR:

Judd W. DeBoer
Judd W. DeBoer

Diane DeBoer
Diane DeBoer

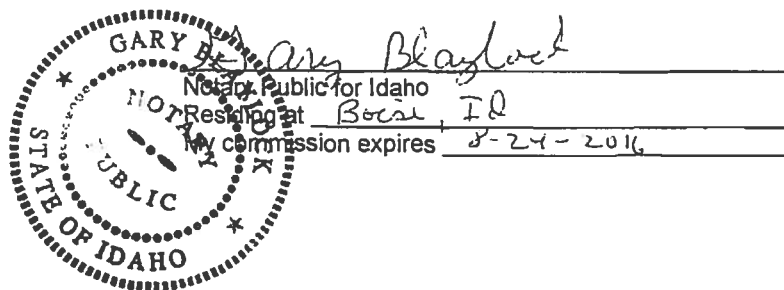
STATE OF IDAHO

)
) ss.

County of Ada

On this 1st day of ~~October~~ ^{November}, 2010, before me, Gary Blaylock, a Notary Public in and for said state, personally appeared Judd W. DeBoer and Diane DeBoer, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing 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.



BORROWER:

Brown's Industries, Inc.

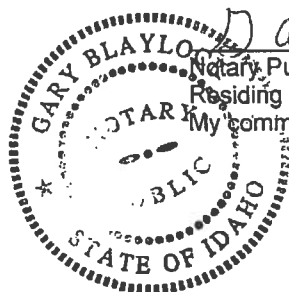
By: Judd W. DeBoer
Name: Judd W. DeBoer
Title: President

STATE OF IDAHO)
) ss.
County of Ada)

On this 1st day of ~~October~~ ^{November}, 2010, before me, Gary Blaylock, a Notary Public in and for said State, personally appeared Judd W. DeBoer, known or identified to me to be the President of Brown's Industries, Inc., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

Gary Blaylock
Notary Public for Idaho
Residing at Boise, ID
My commission expires 8-24-2016



SCHEDULE A
LEGAL DESCRIPTION

The NW ¼ of the NE ¼ of Section 28, Township 18 North, Range 3 East, Boise Meridian, Valley County, Idaho.

SAVE AND EXCEPT:

A parcel of land situate in the West 1/2 of the north east 1/4 of Section 28, Township 18 North, Range 3 East, Boise Meridian, Valley County, Idaho, more particularly described as follows:

Commencing at an iron pipe marking the 1/4 Corner common to Sections 27 and 28, T. 18N., R. 3 E., B.M., Valley County, Idaho; thence, N. 89° 56' 54" W., 1,375.06 feet to the CE 1/16 Corner of said Section 28; thence, N. 00° 25' 10" E., 1,325.91 feet to the North East 1/16 Corner of said Section 28; thence, N. 89° 57' 54" W., 36.78 feet to the west right-of-way boundary of State Highway 55 to the REAL POINT OF BEGINNING:

Thence, S. 00° 31' 40" W., 114.45 feet along the west boundary of said State Highway 55 to a 1/2 inch rebar, thence N. 89° 18' 52" W., 222.96 feet to a 1/2 inch rebar, thence, N. 04° 13' 17" W., 135.05 feet to a 1/2 inch rebar, thence, N. 06° 02' 26" E., 90.14 feet to a 1/2 inch rebar, thence, S. 86° 42' 49" E., 225.71 feet to a 1/2 inch rebar on the west boundary of State Highway 55, thence, S. 00° 31' 41" W., 99.88 feet to the Point of Beginning.

Bearings are based on the Record of Survey in Book 7 on Page 62 of Surveys, Inst. No. 257531.

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

11/25/2014

WATER RIGHT NO. 65-2952B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DIANE B DE BOER C/O BROWNS INDUSTRIES INC 101 S CAPITOL BLVD STE 1705 BOISE, ID 83702 (208)342-7883
Directors Report Owner	ESTATE OF EDWARD A CRUZEN PO BOX 7 DONNELLY, ID 83615
Original Owner	JAYNE J BROWN , ID
Original Owner	EDWARD A CRUZEN C/O BROWN'S INDUSTRIES 101 S CAPITOL BLVD #1818 BOISE, ID 83702
Original Owner	WARREN H BROWN C/O BROWN'S INDUSTRIES INC 101 S CAPITOL BLVD STE 1818 BOISE, ID 83702 (208)342-7883
Security Interest	BOISE CASCADE BUILDING MATERIALS DISTRIBUTION LLC 1111 W JEFFERSON BOISE, ID 83702

Priority Date: 06/02/1962

Basis: Decreed

Status: Active

SourceTributary

LAKE FORK|NORTH FORK PAYETTE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION STORAGE	1/01	12/31		116.18 AFA
IRRIGATION FROM STORAGE	5/01	9/15		116.18 AFA
Total Diversion			116.18 AFA	

Location of Point(s) of Diversion:

LAKE FORK Rediversion|NWSW|Sec. 13|Township 18N|Range 03E|VALLEY County
 LAKE FORK |SWNW|Sec. 09|Township 18N|Range 04E|VALLEY County

Place(s) of use:

Place of Use Legal Description: IRRIGATION FROM STORAGE VALLEY County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
18N	03E	21		SESW	35									
		28		NWNE	40									
				NENW	35		NWNW	17		SWNW	37			
				NESW	39									
				NWSE	26									

Total Acres: 229

Conditions of Approval:

1. C20 Basin 65 General Provisions No. 3, the Separate Streams General Provision, does not apply to appropriations of water after October 18, 1977. This water right shall be administered as being from a separate source pursuant to Basin 65 General Provision No. 3. If the holder of this right seeks to change the right pursuant to Idaho Code § 42-222 or successor statute, nothing in this general provision shall preclude any other person or entity from demonstrating that such change in use would cause injury to its water right or from receiving any relief provided by law in the event of injury.
2. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

3. THE FOLLOWING RIGHTS ARE DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE AS T18N, R03E, S13, NWSW: 65-02729 & 65-02932A AND 65-02932B. STORAGE IN BROWNS POND.

Dates:

Licensed Date:

Decreed Date: 02/26/2003

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: S

Owner Name Connector:

Water District Number: 65K

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

Close

Publisher's Affidavit of Publication

STATE OF IDAHO }
County of Valley } .SS

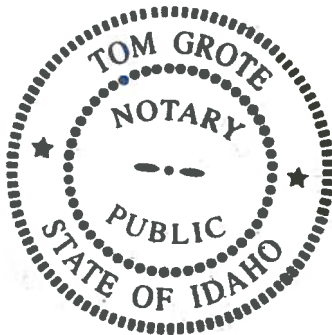
I, Kim C. Drake, being duly sworn and say, I am the receptionist of The Star-News, a weekly newspaper published at McCall, in the County of Valley, State of Idaho; that said newspaper is in general circulation in the county of afore said and is a legal newspaper; that the PUBLIC NOTICE, a copy of which is enclosed hereto and is a part hereof, was published in said newspaper once a week for a period of two weeks in the regular and entire issue of every number there of during the period of time of publication, and was published in the newspaper proper and not in a supplement; and that publication of such notice began November 6, 2014 and ended November 13, 2014.

Kim C. Drake

Subscribed and sworn before me this the 13th day of November, 2014.
STATE OF IDAHO

COUNTY OF VALLEY }

On this 13th day of November, in the year of 2014, before me, a Notary Public, personally appeared Kim C. Drake, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.



Tom Grote

Tom Grote
Notary Public for Idaho
Residing at McCall, Idaho
Commission Expires 2/8/18

NOTICE OF APPLICATION IDAHO DEPARTMENT OF WATER RESOURCES

The following application has been filed to appropriate the public waters of the State of Idaho:

65-23543

RYAN BALDWIN

KELSIE BALDWIN

PO BOX 2022, MC CALL, ID 83638

Point of Diversion NWNW S11 T17N R03E VALLEY County Source GROUND WATER Tributary LAKE FORK CREEK Use: AESTHETIC STORAGE 01/01 to 12/31 12 AF Use: IRRIGATION

FROM STORAGE 04/15 to 10/31 6 AF Use: IRRIGATION STORAGE 01/01 to 12/31 6 AF Total Diversion: 18 AF Date Filed: 5/22/2013

Place of Use: AESTHETIC STORAGE, IRRIGATION STORAGE, IRRIGATION FROM STORAGE T17N R03E S11 NWNW Total Acres: 2 Applicant will mitigate consumptive use by purchasing and abandoning 18 acre feet of storage from Browns Pond water right. Permits will be subject to all prior water rights. For additional information concerning the property location, contact Western Region office at (208) 334-2190; or for a full description of the right(s), please see www.idwr.idaho.gov/apps/ExtSearch/WRFiling.asp. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise ID 83705 together with a protest fee of \$25.00 for each application on or before 11/24/2014. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director.
2tc11/13

RECEIVED

NOV 28 2014

WATER RESOURCES
WESTERN REGION

Sommer, Rachel

From: Kristen Kludt [KKludt@idl.idaho.gov]
Sent: Friday, November 21, 2014 9:05 AM
To: Sommer, Rachel
Cc: Scott Corkill; Diane Green; Eric Wilson
Subject: Water Right Application Approval 65-23546³
Attachments: Water Right Application Approval 65-23546.pdf

RECEIVED

NOV 24 2014

**WATER RESOURCES
WESTERN REGION**

Good morning Rachel,

I have attached documentation regarding the approval of Water Right Application for Ryan and Kelsie Baldwin. Please let me know if you require any additional documentation or if you have any questions or concerns.

Thank you,

Kristen Kludt
Admin Assistant I
Payette Lakes Area Office
555 Deinhard Lane
McCall, ID 83638
(208) 634-7125
kkcludt@idl.idaho.gov

RECEIVED

NOV 24 2014

WATER RESOURCES
WESTERN REGION

State of Idaho
Department of Water Resources
Application for Permit
RECOMMENDATION FORM

Application No.: 65-23543

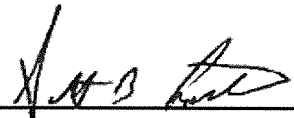
Applicant's Name: Kelsie Baldwin and Ryan Baldwin
PO Box 2022
McCall, ID 83638

Recommendation:

- a) X I do not oppose approval of this application.
- b) _____ I do not oppose approval of this application if it is conditioned as follows:
- c) _____ I oppose approval of this application for the following reasons:
- d) X Additional comments:

Dated this 21st day of November, 2014

Idaho Dept of Lands
555 Deinhard Lane
McCall, ID 83638



Signature

Scott B. Corkill

Printed Name

SCANNED

APR 07 2015

RECEIVED

NOV 24 2014

WATER RESOURCES
WESTERN REGION

IDAHO DEPARTMENT OF LANDS

PAYETTE LAKES AREA OFFICE
555 DEINHARD LANE, McCall, ID 83638

MEMORANDUM

DATE: November 21, 2014

TO : Steve Millemann - Millemann, Pittenger, McMahan Pemberton, LLP
Ryan and Kelsie Baldwin – Water Right Application 65-23543
Faron and Aleta Gilbert – Reclamation Plan S02714
Rachel Sommer – Idaho Department of Water Resources
Scott Corkill, IDL Payette Lakes Area Manager
Eric Wilson, IDL Mineral Program Manager

FROM: Diane Green, Lands Resource Specialist, Sr.

SUBJECT: **Water Right Application Approval 65-23546**
Reclamation Plan S02714 Retirement

IDL's interest in this matter involves administration of the Idaho Surface Mining Act, Idaho Code Title 47, Chapter 15. The land in question is currently subject to the requirements of the Act and Reclamation Plan No. S02714.

The IDL will not oppose the approval of Water Right Application 65-23543 for Ryan and Kelsie Balwin. IDL believes that approval of the water right will benefit the Baldwin's and aid in the compliance with the Act and closure of reclamation plan S02714 held by Faron and Aleta Gilbert.

I spoke with Kay Walker of the Idaho Department of Water Resources, Thursday, October 30, 2014. I questioned the amended application as to why the height of the dam was not listed. She stated, *"Between SPF Water Engineering and IDWR review, it was determined that there is no dam involved with this development. The system is an excavated pond that is approximately 8 feet deep"*.

With the approval of Water Right 65-23543, reclamation should be completed by the Gilberts no later than June 15, 2015, given that it is too late to do so this year. Remaining reclamation needed includes the following:

- Sloping and seeding of bank erosion caused by pond overflow on south end of property.
- Reinforcement of existing berm on the south end of the pond with materials on site.
- Installing an overflow pipe (culvert or similar) in the berm on the south end to allow for high-water runoff.

If the landowners will not allow the Gilberts the opportunity to reclaim the site, IDL will evaluate at that time how compliance with the SMA may be effected.

Walker, Kay

From: Walker, Kay
Sent: Thursday, October 30, 2014 12:02 PM
To: dgreen@idl.idaho.gov
Cc: Walker, Kay
Subject: Application 65-23543

Diane:

Pursuant to our phone conversation this morning regarding the above application for permit I offer the following:
Between SPF Water Engineering and IDWR review, it was determined that there is no dam involved with this development. The system is an excavated pond that is approximately 8 feet deep.

Let me know if you need more information. I can send you a copy of their most recent amended application if you want.

Thanks,

Kay Walker

Sr. Water Resource Agent
334-2190