

Keen, Shelley

From: Jim Speck [jim@speckandaanestad.com]
Sent: Tuesday, July 16, 2013 10:35 AM
To: Keen, Shelley
Cc: Drew Gibson; William Swaney; Jack Flammer; Roger Sanger
Subject: RE: RE: RE: Grove Creek Owners Association/Water Right 37-8474
Attachments: 258244 second amdmt to ccrs.pdf

My fault - sorry!!

-----Original Message-----

From: Keen, Shelley
Sent: Tuesday, July 16, 2013 10:22 AM
To: Jim Speck

Jim,

The attachment didn't come through. Could you try it again?

Thanks.

Shelley

-----Original Message-----

From: Jim Speck [mailto:jim@speckandaanestad.com]
Sent: Tuesday, July 16, 2013 10:05 AM
To: Keen, Shelley
Cc: Drew Gibson; Jack Flammer; William Swaney; Roger Sanger
Subject: RE: RE: Grove Creek Owners Association/Water Right 37-8474

Shelley,

Attached is one additional piece of information. This Second Amendment to the CCR's for the subdivision, recorded in 1984, established the easements required for the water system to deliver water to each of the 5 lots. I look forward to hearing from you.

Jim

-----Original Message-----

From: Keen, Shelley
Sent: Tuesday, July 16, 2013 9:50 AM
To: Jim Speck

Jim,

I just got an opportunity to review your email. We will look at the water right file and be in touch.

Shelley Keen
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098
(208) 287-4947

shelley.keen@idwr.idaho.gov

-----Original Message-----

From: Jim Speck [<mailto:jim@speckandaanestad.com>]
Sent: Tuesday, July 09, 2013 10:44 AM
To: Keen, Shelley
Cc: Jack Flammer; William Swaney; Drew Gibson
Subject: Re: Grove Creek Owners Association/Water Right 37-8474

Shelley,

I represent the Grove Creek Owners Association whose members are the owners of the 5 lots in Grove Creek Subdivision (copy of plat attached) a little ways upstream from the confluence of the East Fork and the Big Wood River. The Association owns licensed water right 37-8474 (copy attached) which, unfortunately, limits the domestic use to the one lot that had a home at the time of the field exam.

At the time the proof of beneficial use (copy attached) was filed in 1992 the water delivery system had been stubbed out to all 5 lots. It's my understanding this should have been sufficient to establish the beneficial use for domestic purposes regardless of whether or not there were homes on any of the lots. I don't know why this was not addressed by the field examiner.

Two more homes have now been built and domestic water is provided through the community well. We want to take the action required to now correct the license to include domestic use for all 5 lots. What do you suggest we do?

I look forward to hearing from you. Thank you.

Jim

James P. Speck
SPECK & AANESTAD
A Professional Corporation
120 East Avenue
P.O. Box 987
Ketchum, ID 83340
208.726.4421
208.726.0752 (fax)
jim@speckandaanestad.com

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SECOND ADDENDUM TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
GROVE CREEK SUBDIVISION

PEREGRINE INVESTMENT MANAGEMENT CORPORATION, a Delaware corporation, successor in interest to LEE R. MORTIMER, herein "declarant" declares and certifies that:

1. This Addendum supplements and adds to that Declaration of Covenants, Conditions, and Restrictions of Grove Creek Subdivision and the Addendum thereto recorded in the records of Blaine County, Idaho, herein, "declaration."

2. Declarant is the owner of certain real property located in Blaine County, Idaho, particularly described as the Grove Creek Subdivision.

3. Declarant has subdivided the property into five lots, and enclosed thereon mutually beneficial restrictions for the benefit of all lots for the operation and maintenance of a domestic water system and water rights.

NOW, THEREFORE, declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all of the parties having any right, title, or interest in the described property or any part thereof.

XI

DOMESTIC WATER SYSTEM

The domestic water system, including, but not limited to, the pump, pump house, well, pipelines and other accessory equipment is hereby transferred to the Grove Creek Association. Easements for the well site and pipelines, as described in Exhibit "A" attached, shall be transferred to the Association. The Association shall manage and operate said water system for the benefit of the Subdivision. The duties of the Association shall include, but shall not be limited to, the following:

A. To maintain said system in good and clean condition, and to keep all such facilities in good repair and operating condition;

B. To pay any real and personal property taxes, assessments and charges when due and not permit the same to become a lien thereon;

C. To officially operate, regulate, and maintain the water system in a manner calculated to provide reliable water service to all users;

D. To maintain a general liability insurance policy of at least \$300,000 covering the operation of the water system, and the Grove Creek Subdivision. (Said insurance policy shall name as a separately protected insured Peregrine Investment Management Corp., its officers and Board of Directors, and its representative members, employees, and agents;)

E. To levy assessments as more specifically set forth hereinafter, to defray the costs incurred with respect to the operation, maintenance, repair and ownership of said water system.

All repair, maintenance, and capital improvement expenses with respect to the water system, including, but not limited to, the pump, pump house, well, water lines, and other appurtenant equipment, shall be an equal amount for each lot in the subdivision and shall be paid through assessments levied by said Association. The amount of said assessments shall be set annually by the directors of the Master Association who shall estimate the amount required during the ensuing year for power, repairs, maintenance, and required capital improvements. In determining this amount, the Board of Directors may include reasonable contributions to a reserve fund created for the purpose of providing for major repairs, component replacement, system improvement or expansion which may be anticipated in future years.

In addition to the assessments made for repair, maintenance, and capital improvements, the Master Association, through its Directors, shall determine, on a yearly basis, the actual cost of operating the system exclusive of repair, maintenance, and capital improvements. Such cost shall be assessed to only those record owners of lots which are serviced by the water system during that period. The assessment to these owners shall be on a pro rata basis. The calculation for this proration shall utilize only the

number of lots then serviced by the water system, and the cost of operation shall be shared equally by said lots provided, however, that the Association shall have the option of adopting as the basis for the allocation of operating costs the actual quantity of water used by each user. In order to monitor useage, the Association shall have the right to install water metering devices in each water line so as to accurately measure the use of the water by each lot owner. For purposes of this section, "serviced by the water system" shall mean those lots within the Subdivision which have been improved and for which a water line has been hooked up so that water can be supplied to and used upon the premises.

As of the date of this Addendum, there have been no homes constructed on the Grove Creek Subdivision, necessitating the installation of a temporary power system to provide power to the well and pump of the domestic water system. The requirements of the Idaho Power Company dictate a permanent installation of said power system coincident with the construction of the first house.

Therefore, \$500 has been deposited in the Grove Creek Association account, which deposit shall inure to the first homeowner to build a permanent structure requiring the installation of electrical power on either lot #2 or #3 of the Subdivision. This allowance has been made to enable said homeowner to acquire the necessary equipment, and complete the installation of power from the well to a permanently affixed meter. It is expressly understood that the charges related to this electrical meter shall be the responsibility of the Grove Creek Association.

Additionally, said homeowner shall receive as additional compensation the temporary power pole currently installed to serve as the Association's well house and pump.

In the event that homes on lots #2 and #3 are simultaneously constructed, lot #2 shall be the site of the installation of a permanent metering system. in that it is more proximate to the well site.

Easements for the maintenance and improvement of the domestic water system as indicated on Exhibit A attached hereto shall be transferred to the Association.

XII

WATER RIGHTS

Water rights for esthetic and recreational purposes have been secured in the name of the Grove Creek Association, and the Association shall be responsible for all charges, fees, and requirements with regard to such rights.

In the event said water rights are to be partially or wholly diverted from the existing irrigation channel as recorded on the plats of the Subdivision, the unanimous consent of the Board of Directors of the Association is required.

The Association shall be responsible for the legal defense of its water rights, and abandonment of said water rights shall also require the unanimous vote of the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set his hand and seal this first day of July, 1984.

Lee R. Mortimer, President
PEREGRINE INVESTMENT MANAGEMENT CORP.

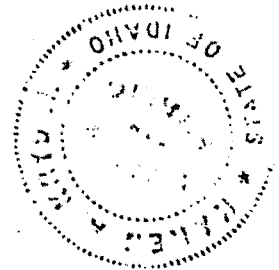
Lee R. Mortimer, President
P. O. Box 1560
Sun Valley, Idaho 83353
Lots #1, #2, and #3

[Signature]
DREW GIBSON, AS Trustee
The Koll Company
1651 North First St.
San Jose, CA 95112
Lots #4 and #5

STATE OF IDAHO) ss.
County of Blaine)

On this 1st day of July, 1984, before me, a Notary Public in and for said State, personally appeared LEE R. MORTIMER, known to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

[Signature]
Notary Public



STATE OF CALIFORNIA)
) ss.
County of Santa Clara)

On this 20th day of August, 1984, before me, a Notary Public in and for said State, personally appeared DREW GIBSON, known to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.


Notary Public

Residing: Santa Clara County

Exhibit A-1

Easements for
Grove Creek Subdivision

A 15.00 foot wide easement for the installation and maintenance of a domestic waterline with centerline being more particularly described as follows:

Commencing at the Southeast corner of Lot 1, Block 1, "Grove Creek Subdivision", according to the official plat thereof on file in the Blaine County Recorder's Office. Thence, North 00° 46' 18" West, 200.24 feet along the East boundary of said Lot 1 to the REAL POINT OF BEGINNING of the centerline of said 15.00 foot wide easement.

Thence, North 83° 22' 23" East,	28.29 feet,
Thence, North 83° 22' 23" East,	73.74 feet,
Thence, North 81° 55' 09" East,	30.27 feet,
Thence, South 06° 01' 23" East,	16.63 feet,
Thence, South 06° 01' 23" East,	58.91 feet,
Thence, North 76° 18' 10" East,	20.65 feet, to

the REAL ENDING POINT of the centerline
of said 15.00 foot wide easement.

Include: A 15.00 foot wide easement for the installation and maintenance of a domestic waterline with centerline being more particularly described as follows:

Commencing at the Southeast corner of Lot 1, Block 1, "Grove Creek Subdivision", according to the official plat thereof on file in the Blaine County Recorder's Office. Thence, North 00° 46' 18" West, 200.24 feet along the East boundary of said Lot 1 to the REAL POINT OF BEGINNING of the centerline of said 15.00 foot wide easement.

Thence, North 83° 22' 23" East,	28.29 feet,
Thence, North 83° 22' 23" East,	73.42 feet,

Thence, North 81° 55' 09" East,
Thence, North 76° 41' 21" East,
Thence, South 88° 15' 59" East,
Thence, South 67° 05' 45" East,
a point on the West boundary of Lot 5,
Block 1, "Grove Creek Subdivision, which
is the REAL ENDING POINT of the centerline
of said 15.00 foot wide easement.

116.41 feet,
126.27 feet,
62.62 feet,
40.64 feet, to

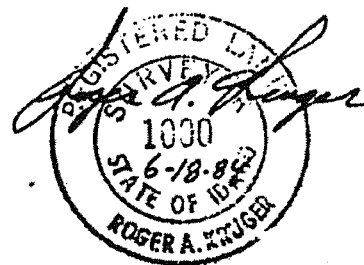


Exhibit A-2

June 26, 1984

Description
Well Easement

This well easement is situated in Lots 2 and 3, Grove Creek Subdivision, Section 8, Township 3 North, Range 18 East, Boise Meridian, Blaine County, Idaho and is more particularly described as follows;

Commencing at the south lot corner common to said Lots 2 and 3;

Thence N 0 46'18" W along the lot line common to said Lots 2 and 3 a distance of 142.96 feet to the TRUE POINT OF BEGINNING for this well easement;

Thence S 77 05'33" W a distance of 0.95 feet;

Thence N 12 54'27" W a distance of 5.00 feet;

Thence N 77 05'33" E a distance of 5.00 feet;

Thence S 12 54'27" E a distance of 5.00 feet;

Thence S 77 05'33" W a distance of 4.05 feet to the TRUE POINT OF BEGINNING ;

This well easement contains 25 square feet.

258244

Gen Mortimer
84 NOV 16 AM 3 00

mic

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