

RECEIVED

Rev. 07/11

DEC 26 2012

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 78336**MINIMUM REQUIREMENTS CHECKLIST**
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at <http://www.idwr.idaho.gov/>.

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

- Yes N/A * Means the item is always required and must be included with the application.
- ☒ * Completed Application for Transfer of Water Right form, Part 1.
 - ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
 - ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
 - ☐ ☒ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
 - ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
 - ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-9.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the transfer applicant as the current water right owner. Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at <http://www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm>.
- ☒ ☐ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Other. Please describe: _____

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 78336

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WATER RESOURCES
WESTERN REGIONAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

MAR 06 2013

Name of Applicant(s) Dennis Allan Lang and Anastasia Ivanova LangPhone (408) 674-5299Mailing address 3232 Kuna Mora Rd., Kuna ID83634 Df 3-5-13

Email _____

WATER RESOURCES
WESTERN REGION

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☒ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative _____ Phone _____

Mailing address _____ Email _____

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

OR

☐ Send original correspondence to the applicant and copies to the representative.☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.

OR

☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

[Signature]
Signature of Applicant or Authorized Representative

DENNIS LANG
Print Name and Title if applicable

12-19-12
Date

[Signature]
Signature of Applicant or Authorized Representative

Anastasia I Lang
Print Name and Title if applicable

12-19-12
Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use

☐ Change nature of use ☐ Change period of use ☐ Other _____
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**. The applicant has entered into a contract with SPF Water Engineering LLC to acquire water right 63-32399 (copy attached). The contract requires approval of the transfer application prior to closing of the water right transaction. SPF will provide a deed conveying the water right to the applicants at closing.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

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WATER RESOURCES
WESTERN REGION

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	63-32399	0.05/13.5	irrigation	4/1 to 11/1	groundwater
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.05 cfs and/or 13.5 ac-ft

2. Total amount of water proposed to be transferred or changed 0.05 cubic feet per second and/or 13.5 acre-feet per annum.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
 Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
		SE	SE	SE	33	2N	1W	Ada	groundwater	existing well

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed-the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	1W	33	48	5-13													3.0	3.0	

Total Acres (for irrigation use) 3.0

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future: The diversion system will include the existing 319' well and pipelines to be constructed for sprinkler irrigation. A measuring device can be added when required in the future. The well log is attached to this application and labeled "Attachment 5a".

b. Who owns the property at the point(s) of diversion? The applicant recently acquired the property at the point of diversion.
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☒ Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it Attachment #6. List the name of the entity and type of lien:

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

d. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
The land to which water right 63-32399 is currently appurtenant is not irrigated. The subject water right has been leased to the Idaho Water Supply Bank since 2011.

e. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
Water right application 63-33531 has been filed for irrigation, domestic, and stockwater purposes from the same well.

f. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- | | | |
|-------------------------------------|-------------------------------------|---|
| ☐ | ☒ | undergone a period of five or more consecutive years of non-use, |
| ☒ | ☐ | currently leased to the Water Supply Bank, |
| ☐ | ☒ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe: Water right 63-32399 is currently enrolled in the Idaho Water Supply Bank. The lease expires in 2014.
The applicant will request release from the water bank when transfer is approved.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

Attachment 5a

USE TYPEWRITER OR
BALLPOINT PEN

1. WELL OWNER Name <u>Joyce Fick</u> Address <u>4369 Tattenhan Way, Boise, ID 83704</u> Drilling Permit No. <u>63-92-W-545-0772</u> Water Right Permit No. _____	7. WATER LEVEL Static water level <u>225</u> feet below land surface. Flowing? ☐ Yes ☒ No G.P.M. flow _____ Artesian closed-in pressure _____ p.s.i. Controlled by: ☐ Valve ☐ Cap ☐ Plug Temperature _____ °F. Quality _____ Describe artesian or temperature zones below.																																																																																																																																								
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Well diameter increase ☐ Modification ☐ Abandoned (describe abandonment or modification procedures such as liners, screen, materials, plug depths, etc. in lithologic log, section 9.)	8. WELL TEST DATA ☐ Pump ☐ Bailor ☒ Air ☐ Other _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Discharge G.P.M.</th> <th>Pumping Level</th> <th>Hours Pumped</th> </tr> </thead> <tbody> <tr> <td>30</td> <td></td> <td></td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Discharge G.P.M.	Pumping Level	Hours Pumped	30																																																																																																																																				
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3. PROPOSED USE ☒ Domestic ☐ Irrigation ☐ Monitor ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection ☐ Other _____ (specify type)	9. LITHOLOGIC LOG 082043 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Bore Diam.</th> <th colspan="2">Depth</th> <th rowspan="2">Material</th> <th colspan="2">Water</th> </tr> <tr> <th>From</th> <th>To</th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr><td>8</td><td>0</td><td>2</td><td>Top Soil</td><td></td><td></td></tr> <tr><td>"</td><td>2</td><td>9</td><td>Cleache</td><td></td><td></td></tr> <tr><td>"</td><td>9</td><td>22</td><td>Gray Lava</td><td></td><td></td></tr> <tr><td>"</td><td>22</td><td>35</td><td>Red Sand</td><td></td><td></td></tr> <tr><td>"</td><td>35</td><td>88</td><td>Gray Lava</td><td></td><td></td></tr> <tr><td>"</td><td>88</td><td>100</td><td>Red Cinder & Gray Lava</td><td></td><td></td></tr> <tr><td>"</td><td>100</td><td>140</td><td>Gravel & Sand</td><td></td><td></td></tr> <tr><td>"</td><td>140</td><td>153</td><td>Tan Sand</td><td></td><td></td></tr> <tr><td>8-6</td><td>153</td><td>170</td><td>Tan Clay</td><td></td><td></td></tr> <tr><td>6</td><td>170</td><td>178</td><td>Sand & Tan Clay</td><td></td><td></td></tr> <tr><td>"</td><td>178</td><td>185</td><td>Brown Sand</td><td></td><td></td></tr> <tr><td>"</td><td>185</td><td>190</td><td>Tan Sand & Clay</td><td></td><td></td></tr> <tr><td>"</td><td>190</td><td>205</td><td>Gray Sand</td><td></td><td></td></tr> <tr><td>"</td><td>205</td><td>207</td><td>Brown Sand</td><td></td><td></td></tr> <tr><td>"</td><td>207</td><td>212</td><td>Gray Sand</td><td></td><td></td></tr> <tr><td>"</td><td>212</td><td>240</td><td>Tan Clay & Sand</td><td></td><td></td></tr> <tr><td>"</td><td>240</td><td>265</td><td>Tan Sand</td><td></td><td>X</td></tr> <tr><td>"</td><td>265</td><td>294</td><td>Tan Clay & Sand</td><td></td><td></td></tr> <tr><td>"</td><td>294</td><td>300</td><td>Tan Sand</td><td></td><td>X</td></tr> <tr><td>"</td><td>300</td><td>315</td><td>Gray Sand</td><td></td><td>X</td></tr> <tr><td>"</td><td>315</td><td>319</td><td>Clay</td><td></td><td></td></tr> </tbody> </table>	Bore Diam.	Depth		Material	Water		From	To	Yes	No	8	0	2	Top Soil			"	2	9	Cleache			"	9	22	Gray Lava			"	22	35	Red Sand			"	35	88	Gray Lava			"	88	100	Red Cinder & Gray Lava			"	100	140	Gravel & Sand			"	140	153	Tan Sand			8-6	153	170	Tan Clay			6	170	178	Sand & Tan Clay			"	178	185	Brown Sand			"	185	190	Tan Sand & Clay			"	190	205	Gray Sand			"	205	207	Brown Sand			"	207	212	Gray Sand			"	212	240	Tan Clay & Sand			"	240	265	Tan Sand		X	"	265	294	Tan Clay & Sand			"	294	300	Tan Sand		X	"	300	315	Gray Sand		X	"	315	319	Clay		
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4. METHOD DRILLED ☒ Rotary ☒ Air ☐ Auger ☐ Reverse rotary ☐ Cable ☐ Mud ☐ Other _____ (backhoe, hydraulic, etc.)	RECEIVED AUG 20 1992 RECEIVED AUG 24 1992 RECEIVED DEC 04 1992																																																																																																																																								
5. WELL CONSTRUCTION Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Thickness</th> <th>Diameter</th> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td>.250 inches</td> <td>6 5/8 inches</td> <td>2 feet</td> <td>312 feet</td> </tr> <tr> <td>.250 inches</td> <td>5 9/16 inches</td> <td>304 feet</td> <td>310 feet</td> </tr> <tr> <td>.250 inches</td> <td>5 9/16 inches</td> <td>315 feet</td> <td>319 feet</td> </tr> </tbody> </table> Was casing drive shoe used? ☒ Yes ☐ No Was a packer or seal used? ☒ Yes ☐ No K-Packer Perforated? ☐ Yes ☒ No How perforated? ☐ Factory ☐ Knife ☐ Torch ☐ Gun Size of perforation? _____ inches by _____ inches <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Number</th> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td></tr> </tbody> </table> Well screen installed? ☒ Yes ☐ No Manufacturer <u>Johnson</u> Type <u>Stainless Steel</u> Top Packer or Headpipe <u>304</u> Bottom of Tailpipe <u>319</u> Diameter <u>5 1/8</u> Slot size <u>.015</u> Set from <u>310</u> feet to <u>315</u> feet Diameter _____ Slot size _____ Set from _____ feet to _____ feet Gravel packed? ☐ Yes ☒ No ☐ Size of gravel _____ Placed from _____ feet to _____ feet Surface seal depth <u>15</u> Material used in seal: ☐ Cement grout ☒ Bentonite ☐ Pudding clay ☐ _____ Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing ☒ Overbore to seal depth Method of joining casing: ☐ Threaded ☒ Welded ☐ Solvent Weld ☐ Cemented between strata Describe access port <u>Top of 6"</u>	Thickness	Diameter	From	To	.250 inches	6 5/8 inches	2 feet	312 feet	.250 inches	5 9/16 inches	304 feet	310 feet	.250 inches	5 9/16 inches	315 feet	319 feet	Number	From	To	_____	_____	_____	_____	_____	_____	_____	_____	_____	10. Work started <u>8-11-92</u> Finished <u>8-15-92</u>																																																																																																												
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6. LOCATION OF WELL Sketch map location must agree with written location. Subdivision Name _____ Lot No. _____ Block No. _____ County <u>Ada</u> Address of Well Site <u>Tattenhan Way</u> (give at least name of road) T. <u>2</u> N ☒ or S ☐ SE 1/4 SE 1/4 Sec. <u>33</u> R. <u>1</u> E ☐ or W ☒	11. DRILLER'S CERTIFICATION I/We certify that all minimum well construction standards were complied with at the time the rig was removed. <u>Hiddleston & Son,</u> Firm Name <u>INC.</u> Firm No. <u>35</u> Rt 3, Box 610-D Address <u>Mtn Home, ID 83647</u> Date <u>8-17-92</u> Signed by Drilling Supervisor <u>[Signature]</u> and (Operator) <u>[Signature]</u> (If different than the Drilling Supervisor)																																																																																																																																								

USE ADDITIONAL SHEETS IF NECESSARY — FORWARD THE WHITE COPY TO THE DEPARTMENT

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 63-32399

Current Owner: SPF WATER ENGINEERING LLC

Priority Date: 2/7/1969

Origin: Water Right

Status: Water Supply Bank Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 11/01	0.05 CFS	13.5 AF
	<u>Total Diversion</u>	0.05 CFS	13.5 AF

Location of Point(s) of Diversion

GROUND WATER SW1/4NE1/4 Sec. 21, Twp 01N, Rge 01W B.M.
ADA County

Place of Use

IRRIGATION Within ADA County

T01N R01W S21 SWNE 3.00
Total Acres: 3

Conditions of Approval:

1. S39 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
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. P21 This right is a split from former right 63-32093.

Decreed Date: 5/16/2008

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

For each water right listed in Part 1B.1 of the application, attach a Part 2A report obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/>, Water Right Transfers, Step 1. Insert Part 2A reports into the application following Part 1.

☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/>, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: _____

- [illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per 1/4 1/4 tract.)

[illegible]

Total Acres (for irrigation use) _____

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**. If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

☐ If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above.:

FOR DEPARTMENT USE ONLY

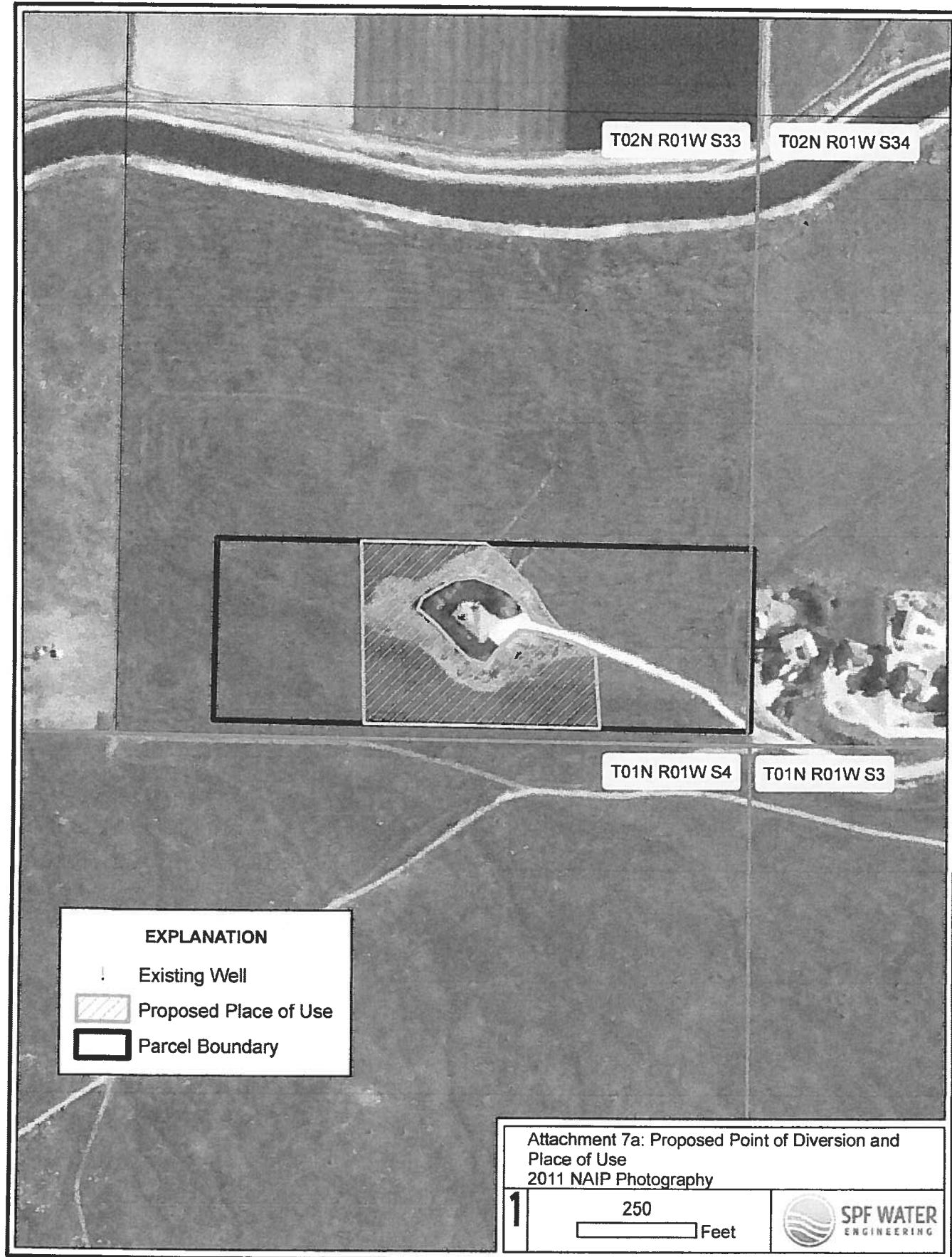
Transfer contains 9 pages and 2 attachments.

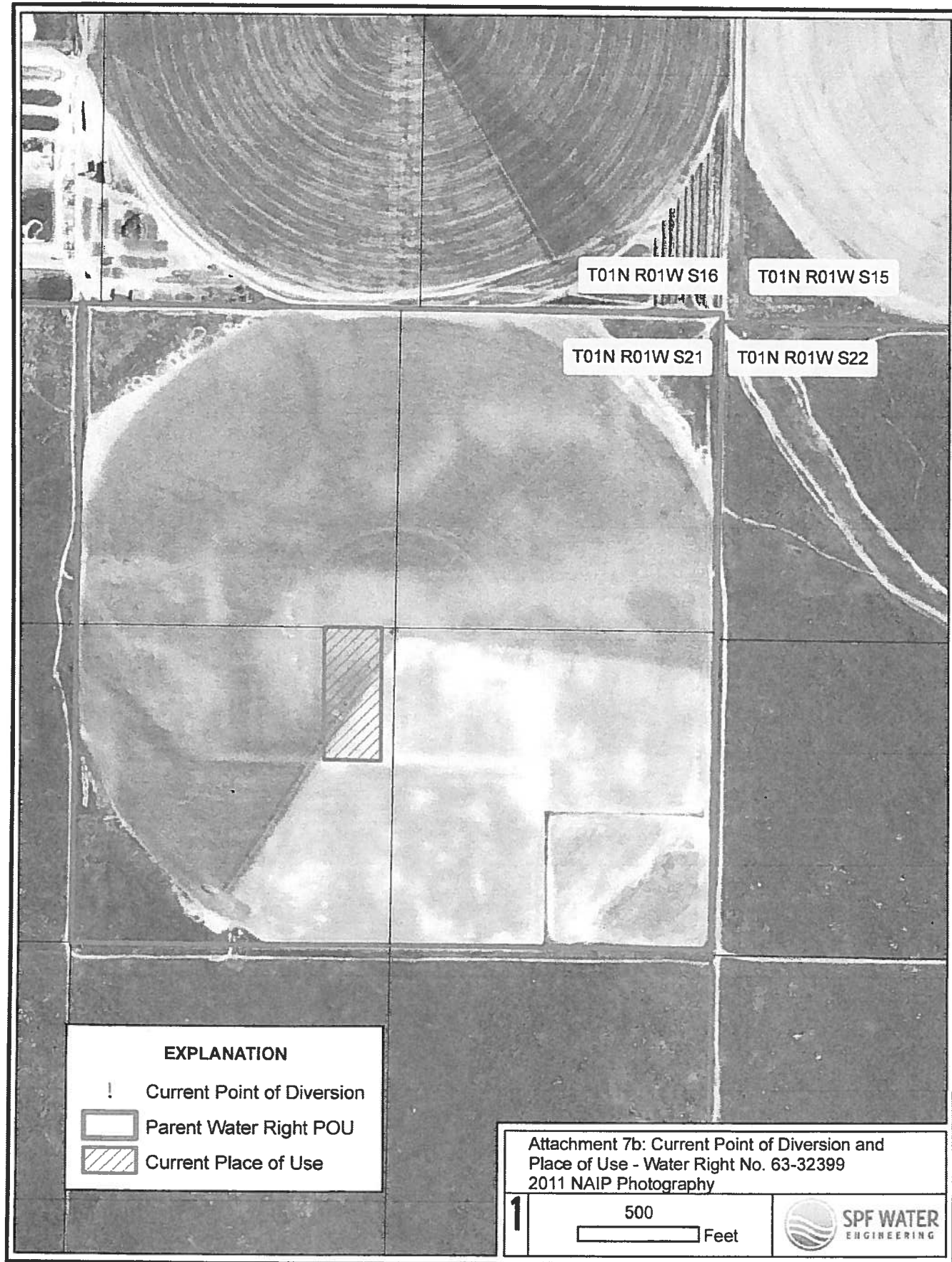
Received by JA Date 12/26/12 Prelim. Check by kw Date 3-7-13

Fee Paid \$225.00 Date 12/26/14 Received by W040778 Receipt # J/

Add'l Fee Paid _____ Date _____ Received by _____ Receipt # _____

\$25.00 to be used for ownership change once transfer resolved.







December 6, 2012

Idaho Department of Water Resources
Western Regional Office
2735 Airport Way
Boise, ID 83705

Subject: Lang Transfer Application

To Whom it May Concern,

SPF Water Engineering LLC (SPF) is the current owner of water right 63-32399. On October 2, 2012, SPF entered into a contract with Robert and Joyceann Fick for their purchase of the water right. The contract was subsequently assigned to Dennis Allan Lang and Anastasia Ivanova Lang.

Dennis and Anastasia Lang are purchasing property from Robert and Joyceann Fick and the Lang's intend to file an application with IDWR to transfer water right 63-32399 to the property they have purchased from the Ficks. The water right will be conveyed from SPF to the Langs after the transfer application is approved.

SPF has reviewed the transfer application and authorizes submittal of the application by the Langs in compliance with the October 2, 2012 contract.

Sincerely,

A handwritten signature in dark ink, appearing to read "Terry M. Scanlan", is written in a cursive style.

Terry M. Scanlan, P.E., P.G.
Manager, SPF Water Engineering LLC



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2012 EDITION
Page 1 of 7

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



1 ID# 97750612 DATE 10/1/2012
2
3 **LISTING AGENCY** Smith and Coelho Office Phone # 208-955-1700 Fax # 208-955-1701
4 Listing Agent Pat Thacker E-Mail thacker.p@gmail.com Phone # 208-283-6525
5 **SELLING AGENCY** Smith and Coelho Office Phone # 208-955-1700 Fax # 208-955-1701
6 Selling Agent Pat Thacker E-Mail thacker.p@gmail.com Phone # 208-283-6525
7

8 **1. BUYER:** Robert and Joyceann Fick
9 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as
10 "PROPERTY" COMMONLY KNOWN AS water right number #63-32399, Ada County
11 City Ada County, ID, Zip 83634 legally described as: See Section #5 line 87 of
12 this contract page 2, describing specific water right to be purchased and transferred.
13 OR Legal Description Attached as addendum # (Addendum must accompany original offer.)
14

15 **2. PURCHASE PRICE:** [REDACTED] DOLLARS,
16 payable upon the following TERMS AND CONDITIONS (not including closing costs):
17

18 **3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.**
19 (A). \$ [REDACTED] EARNEST MONEY: BUYER hereby deposits
20 DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date):
21 ☐ other and a receipt is hereby acknowledged
22 Earnest Money to be deposited in trust account ☐ upon receipt or ☒ upon acceptance by BUYER and SELLER or ☐ other
23 and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ other
24 **THE RESPONSIBLE BROKER SHALL BE:** Larry Coelho for the benefit of the parties hereto.
25

26 (B). ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with "0" (ZERO). IF CASH
27 OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER
28 within business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds
29 necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement or contract(s) for
30 the sale of BUYER'S current residence or other property to be sold.
31

32 (C). \$ 0.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
33 ☒ FIRST LOAN of \$ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ JHFA, ☐ RURAL
34 DEVELOPMENT, ☐ OTHER with interest not to exceed % for a period of year(s) at: ☐ Fixed Rate ☐ Other
35 In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated
36 financing, BUYER's Earnest Money may be returned at BUYER'S request. BUYER shall pay no more than point(s) plus origination fee if any.
37 SELLER shall pay no more than point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally
38 ☐ N/A.
39 ☐ SECOND LOAN of \$ with interest not to exceed % for a period of year(s) at: ☐ Fixed Rate
40 ☐ Other BUYER shall pay no more than point(s) plus origination fee if any. SELLER shall pay no more than point(s).
41

42 **LOAN APPLICATION:** BUYER ☐ has applied OR ☐ shall apply for such loan(s) within business days (five [5] if left blank) of SELLER'S acceptance.
43 Within business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation
44 showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to
45 close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such
46 written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying
47 BUYER(S) in writing of such cancellation within business days (three [3] if left blank) after written confirmation was required. If SELLER does not
48 cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval
49 and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is
50 required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S
51 request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this
52 Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. FHA / VA: If applicable, it is expressly agreed
53 that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or
54 to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA
55 requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the
56 appraised value of the PROPERTY of not less than the sales price as stated in the contract.
57

58 (D). \$ **ADDITIONAL FINANCIAL TERMS:**
59 ☒ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4)
60 ☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.
61

62 (E). \$ 11,500.00 **APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs):** Cash at
63 closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. **NOTE:** If
64 any of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s)
65 shall be adjusted at closing of escrow in: ☒ Cash ☐ Other
66

BUYER'S Initials (RF) (JVF) Date 10/2/12

SELLER'S Initials (JC) Date 10-2-12

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JULY 2012 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 1 of 7

Attachment 2

PROPERTY ADDRESS: water right number #63-32399, Ada CountyID# 97750612

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing 1. Upon acceptance by all parties \$250.00 of Buyer's earnest money to become non-refundable except under the circumstances of condition 4 listed below. 2. Seller to pay for all cost associated with the preparation of an application to transfer said water right #63-32399 from its current location in Section 21, T01N, R01W to the Buyers location in Kuna, Idaho, 3232 Kuna Mora rd. 83634. 3. Buyer to pay cost for transfer application fee, and preparation and submittal of water right ownership change form. 4. If water right transfer cannot be completed for any reason at no fault of the Buyer, then Buyer to receive full refund of all earnest monies deposited, including the non-refundable portion. 5. If Buyer does move forward with purchase of said water right then all earnest monies to be credited towards purchase price. 6. Seller is SPF Water Engineering LLC. 7. If Buyer elects to proceed with said transaction after the 60 day due diligence period, then both parties agree to close within 30 days of issuance of approved transfer by IDWR. 8. If Buyer does not elect to proceed with said transaction, then remaining \$250.00 earnest money to be refunded to Buyer.

5. ITEMS INCLUDED & EXCLUDED IN THIS SALE. All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Water right # 63-32399 for the irrigation of 3.0 acres using 0.05 cubic feet per second (cfs) and 13.5 acre-feet annually (AFA) diverted from groundwater.

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: na

6. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

7. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the BUYER additional coverage.

(A). PRELIMINARY TITLE COMMITMENT: Prior to closing the transaction, ☐ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have na business days (five [5] if left blank) from receipt of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, or cannot be made so within na business days (five [5] if left blank) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that na located at na shall provide the title policy and preliminary report of commitment. Title Company

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements if BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

BUYER'S Initials ROF Date 10/2/12

SELLER'S Initials ST Date 10-2-12

2a

PROPERTY ADDRESS: water right number #63-32399 Ada CountyID#: 97750612

10. INSPECTION:

(A). BUYER chooses ☒ to have inspection ☐ not to have inspection. If BUYER chooses not to have inspection, skip Section 10C. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 02 business days (ten [10] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this Agreement based on an unsatisfactory inspection. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the inspection except for phone and cable. Some inspections, investigations, tests, surveys and other studies may require additional days to complete. The parties agree that unless specifically set forth below, the above timeframe for investigations, tests, surveys and other studies shall govern. Additional inspections/timeframes:

1. Inspection period to be 60 calendar days

(B). FHA INSPECTION REQUIREMENT, if applicable: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed on or before execution of this agreement

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1) If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2). If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

3). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 02 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may correct the items as specified by BUYER in their letter or may elect not to do so. If both parties agree, in writing, as to the items to be corrected by SELLER within 02 business days (five [5] if left blank) of receipt of SELLER's response, then both parties agree that they will continue with the transaction and proceed to closing. This will remove BUYER'S inspection contingency.

4) If both parties do not come to a consensus as to the disapproved items to be corrected by SELLER within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER has the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 02 business days (three [3] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.

5). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

11. LEAD PAINT DISCLOSURE: The subject PROPERTY ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead based paint hazards is intended to identify lead-based paint and all residual lead-containing dusts and soils regardless of the source of the lead. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of SELLER'S Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said PROPERTY, (c) that this contract is contingent upon BUYER'S right to have the PROPERTY tested for lead-based paint hazards to be completed no later than 02 or the contingency will terminate, (d) that BUYER hereby ☒ waives ☐ does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the PROPERTY, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

12. MOLD DISCLAIMER: BUYER is hereby advised that mold and/or other microorganisms may exist at the Property. Upon closing BUYER acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/or other microorganisms and to hold SELLER and any Broker or agent representing SELLER or BUYER harmless from any liability or damages (financial or otherwise) relating to such matters.

BUYER'S Initials ROF JVE Date 10/2/12SELLER'S Initials ST Date 10-2-12

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PROPERTY ADDRESS: water right number #63-32399, Ada County ID#: 97750612

13. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

14. SELLER'S PROPERTY CONDITION DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) calendar days after execution of this Agreement provide to BUYER or BUYER'S agent, "Seller's Property Condition Disclosure Form" or other acceptable form. BUYER has received the "Seller's Property Condition Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☐ No ☒ N/A

15. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 10, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have NA business days (ten [10] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 10) to review and approve of any such CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER's reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY.

16. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents. ☐ Yes ☐ No ☒ N/A. Association fees/dues are \$ per ☐ BUYER ☐ SELLER ☒ N/A to pay Homeowner's Association SET UP FEE of \$ and/or PROPERTY TRANSFER FEES of \$ at closing.

17. COSTS PAID BY: The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances.

SELLER agrees to pay up to \$ 0- (\$0 if left blank) of lender required repair costs only.
BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

Upon closing SELLER agrees to pay up to EITHER 0- % (N/A if left blank) of the purchase price OR \$ 0- (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, and prepaid costs which includes but is not limited to those items in BUYER columns marked below.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee				☒	Title Ins. Standard Coverage Owner's Policy				☒
Appraisal Re-Inspection Fee				☒	Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy				☒
Closing Escrow Fee				☒	Additional Title Coverage				☒
Lender Document Preparation Fee				☒	Fuel in Tank - Dollar Amount to be Determined by Supplier				☒
Tax Service Fee				☒	Domestic Well Water Potability Test				☒
Flood Certification/Tracking Fee				☒	Domestic Well Water Productivity Test				☒
Lender Required Inspections				☒	Septic Inspections				☒
Attorney Contract Preparation or Review Fee				☒	Septic Pumping				☒
Home Warranty Plan				☒	Survey				☒

18. OCCUPANCY: BUYER ☐ does ☒ does not intend to occupy PROPERTY as BUYER'S primary residence.

19. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

BUYER'S Initials ATF JVF Date 10/2/12

SELLER'S Initials DA Date 10-2-12

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JULY 2012 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 4 of 7

MAR 15 2013

2c

PROPERTY ADDRESS: water right number #63-32399, Ada CountyID#: 97750612

20. **FINAL WALK THROUGH:** The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the PROPERTY approximately no calendar days (three [3] if left blank) prior to close of escrow. NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and PROPERTY are in substantially the same condition as on the date this offer is made. SELLER shall make PROPERTY available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except for phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the SELLER and Broker(s) of any liability.

21. **SINGULAR AND PLURAL** terms each include the other, when appropriate.

22. **FORECLOSURE NOTICE:** If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code § 45-1506) any contract or agreement with the owner or owners of record that involves the transfer of any interest in residential real property, as defined in § 45-525(5)(b), Idaho Code, subject to foreclosure must be in writing, and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.

23. **MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE:** BUYER and SELLER are hereby notified that, subject to Idaho Code § 45-525 et seq. a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements to real property or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code § 45-525 et seq. regarding the General Contractor Disclosure Statement.

24. **SALES PRICE INFORMATION:** Pursuant to Idaho Code § 54-2083(6)(d), a "sold" price of real property is not confidential client information.

25. **TRANSMISSION OF DOCUMENTS:** Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

26. **BUSINESS DAYS:** A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code § 73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

27. **CALENDAR DAYS:** A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

28. **ATTORNEY'S FEES:** If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

29. **DEFAULT:** If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right and/or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, and said holder shall pay any balance of the Earnest Money one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

30. **EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees.

31. **COUNTERPARTS:** This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

BUYER'S Initials RTF, JLF Date 10/2/12SELLER'S Initials JA Date 10-2-12

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2d

Sommer, Rachel

From: Sommer, Rachel
Sent: Thursday, March 14, 2013 2:18 PM
To: LEGALS@IDAHOSTATESMAN.COM
Subject: Legal Ads
Attachments: Ada Cover Letter.docx; Ada Combined Legal Ad.docx; Ada Injection Well Legal Ad.docx
Categories: Legal Ad Confirmed

Good Afternoon Janice Hildreth,

Please see the attached ad for publication on 3/21/2013 & 3/28/2013.

Please confirm these are okay to publish as shown.

Thank you very much,

Rachel Sommer

Administrative Assistant I
IDWR, Western Region
Office: 208-334-2190
Fax: 208-334-2348
rachel.sommer@idwr.idaho.gov

March 14, 2013

LEGAL NOTICE DEPARTMENT
IDAHO STATESMAN
PO BOX 40
BOISE, ID 83707

RE: Application for Permit No. 63-33723
Application for Transfer No. 78336
Notice of Draft Permit No's: 63W291001, 63W291002

Dear Legal Notice Department:

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

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 4/8/2013. Your cooperation is appreciated.

Sincerely,

Rachel Sommer
Administrative Assistant

Enclosures

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

63-33723

LESLIE NONA

6411 W DRY CREEK ROAD

BOISE, ID 83714

Point of Diversion SENW S31 T05N R02E ADA County Source GROUND WATER

Use: IRRIGATION 03/01 to 11/15 0.15 CFS

Total Diversion: 0.15 CFS

Date Filed: 12/31/2012

Place Of Use: IRRIGATION

T05N R02E S31 SENW

Total Acres: 4.9

Water bearing zone to be appropriated is from 200 to 500 feet.

PROPOSED CHANGE OF WATER RIGHT

Dennis Allan and Anastasia Ivanova Lang of 3232 Kuna Mora Rd., Kuna, ID, 83634 filed Application No. **78336** to transfer one water right with a 1969 priority date from ground water totaling 0.05 cfs. The purpose of the transfer is to move an existing water right to an existing well. Water will be used approximately 3.3 miles south west of Kuna, on the north side of Kuna Mora Rd. and 0.5 mile west of S. Ten Mile Rd. The water right was previously appurtenant to property approximately 3.5 miles south of the proposed place of use.

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 rights &/or proposed transfer, please see www.idwr.idaho.gov/apps/ExtSearch/WRFiling.asp. Protests may be submitted based on the criteria of Sec 42-222 and 42-203A, Idaho Code. Any protest against the approval of this application(s) must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705 together with a protest fee of \$25.00 for each application on or before 4/8/2013. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 3/21/2013 and 3/28/2013

MEMORANDUM

TO: Transfer No. 78336
FROM: Kay Walker
DATE: March 7, 2013
RE: Evaluation of Application

The transfer proposes to move an existing water right to an existing well.

The site is located approximately 3.3 miles south west of Kuna, on the north side of Kuna Mora Rd. and 0.5 miles west of S. Ten Mile Road.

Contact person for the applicant is the applicant.

Summary of Information Submitted

Authority to File:

The applicant is buying a 3 acre water right from SPF Water Engineering LLC. There is a contract in the file that shows the applicant will purchase the water and change the ownership of the water right after the transfer is processed. SPF originally made this contract with the previous owners of the land and then that contract was assigned to the transfer applicants upon their purchase of the property.

Water Right Validity:

Right presumed to be valid because the partial decree was issued within the past five year period, on May 16, 2008.

Injury to Other Water Rights:

There should be no injury to other water rights. The water will be moved approximately 3.4 miles from the original location to the proposed place of use.

Enlargement of Use:

No enlargement of use is proposed. The applicant has an application for permit on file for the irrigation of the 35 acres they own. That application has not been finalized yet.

Local Public Interest:

It is within the local public interest to allow property owners to irrigate their property.

Beneficial Use/Conservation of Water Resources:

The application proposes beneficial use consistent with conservation of water resources in Idaho.

The application is consistent with criteria of I. C. § 42-222 and should be processed.

Additional Information/Analysis

It was noticed that the well log for the existing well, to be used, was drilled under a domestic drilling permit. The applicant has submitted the additional fee to upgrade the drilling permit so the well can be used for irrigation.

Discussion

The application form had some missing &/or incorrect information when it was received. Contact was made with the applicant and the form was completed and/or corrected where needed. The applicant had submitted a filing fee of \$225.00 with the form, when only \$200.00 was needed. The applicant has requested we hold onto the additional \$25.00 to use for the ownership change when it is submitted after the transfer has been finalized.

Data entry affected the correct record which is the partial decree issued in 2008. The partial decree was migrated into the water right data base.

There are no overlapping rights at the proposed place of use and point of diversion location. Application 63-33531 in the name of the prior land owners was filed and is pending final action; however, since it is still an application there is no overlap. That application will use the same well and will irrigate more land if it is processed. Overlapping rights at the existing point of diversion are the remnants of Rt. 63-7194 known as the Mellin right. There is also a new permit issued on this point of diversion and place of use.

Water Bank issues come into play with this application. The water was placed in the water supply bank in June of 2009 and expires in December of 2014. The applicant will request removal from the bank once this application is finalized.

Summary

Assuming protests are not filed and/or other information does not contradict the above analysis, the application can be approved as reflected by the draft approval.

Condition 046 N/A since a new well is not proposed.

Hello Kay Walker

Please hold the overpayment of \$25 from our filing fee and apply to the ownership change costs.

Regards,

Dennis Lang



3-5-13

RECEIVED

MAR 06 2013

WATER RESOURCES
WESTERN REGION



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

February 27, 2013

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
~~Interim~~ Director

DENNIS ALLAN AND ANASTASIA IVANOVA LANG
3232 KUNA MORA RD
KUNA ID 83634

RE: Application for Transfer 78336

Dear Mr. and Mrs. Lang:

We are in the process of reviewing the above referenced application for transfer of water right 63-32399 and find we need a couple of corrections to the form before we can proceed. Please note that I have made copies of pages 1 and 2 of the application form so you can date and initial corrections that are needed.

On page 1, please note that you did not finish your mailing address. Please complete your mailing address. On page 2, please note on item 4 that the section number should be 33 instead of 31. This was determined by review of the map you submitted showing your proposed development. Please change the section to 33. Once you have made these changes please date and initial each one and return the pages to this office at your earliest convenience.

Please be advised that when your well was drilled it was developed as a domestic well. If you wish to use this well for irrigation purposes you need to upgrade the drilling permit fee that was paid when the well was drilled. In 1992, the fee to drill a domestic well was \$35.00. The fee to drill an irrigation well was (and still is) \$200.00 so you need to remit \$165.00 to cover this upgrade. Please note on your check &/or money order that the fee is to upgrade Drilling Permit 63-92-W-454.

We also note that when you submitted the transfer application you submitted a filing fee of \$225.00. The filing fee for the application for transfer is \$200.00. We can either 1) return the extra \$25.00 to you or 2) we can hold the extra \$25.00 until the transfer application has been finalized and use the money for the ownership change you will need to submit to change the water right to your name. Please advise us what you would like to do with this extra filing fee.

If you have any questions regarding this matter, please do not hesitate to contact me at 334-2190.

Sincerely,

KAY WALKER
Sr. Water Resource Agent

Enclosures

RECEIVED

DEC 26 2012

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

78336

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of Applicant(s) Dennis Allan Lang and Anastasia Ivanova LangPhone (408) 674-5299Mailing address 3232 Kuna Mora Rd., Kuna I

Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☒ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative _____

Phone _____

Mailing address _____

Email _____

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

OR

☐ Send original correspondence to the applicant and copies to the representative.☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.

OR

☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**. The applicant has entered into a contract with SPF Water Engineering LLC to acquire water right 63-32399 (copy attached). The contract requires approval of the transfer application prior to closing of the water right transaction. SPF will provide a deed conveying the water right to the applicants at closing.

Superseded by Page rec'd 3/6/13.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	63-32399	0.05/13.5	irrigation	4/1 to 11/1	groundwater
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.05 cfs and/or 13.5 ac-ft

2. Total amount of water proposed to be transferred or changed 0.05 cubic feet per second and/or 13.5 acre-feet per annum.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
Label it Attachment #5.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
		SE	SE	SE	33	2N	1W	Ada	groundwater	existing well

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed-the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	1W	31																3.0	3.0

Total Acres (for irrigation use) 3.0

Superceded by Page rec'd 3/6/13.