

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

SEP 19 2011

WATER RESOURCES
WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
PD 71-7016					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

(see attachment)

4. New Owner/Claimant(s)

The Hosac Company, Inc.
~~Stanley Sandeath Estates, Inc.~~

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

1770 W. State Street, #390

City, State and ZIP Code

Boise, Idaho 83702

New Telephone Number

(208) 384-1024

5. Date you acquired the property

July, 2000

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DEPT. OF WATER RESOURCES
SOUTHERN REGION

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Steven M. Hogac, President
Steven M. Hogac

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by <i>gch</i>	Date <i>9-19-11</i>	Fee <i>25.00</i>
Received by <i>gch</i>	Date <i>9-19-11</i>	Receipt No. <i>W039640</i>
Processed by _____	AJ Date _____	WR _____ Date _____

Order No.: A000149



0221664
Custer County Req. of. Custer County Title
Time 3:13 P M Date 9/7 2000
Ethel M. Peck, Clerk
Janet Longis \$ 21.00
Deputy

WARRANTY DEED

FOR VALUE RECEIVED,

R.C. COOPER and PATRICIA A. COOPER, husband and wife; W.J. SLATTERY and JANE SLATTERY, husband and wife; NEAL LAMB and LISA LAMB, husband and wife

The Grantors, do hereby grant, bargain sell and convey unto

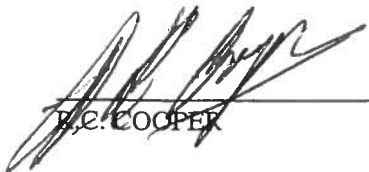
THE HOSAC COMPANY, INC., an Idaho corporation

whose current address is 1770 West State Street Boise, ID 83702, the Grantee, the following described premises, in CUSTER County, Idaho, TO WIT:

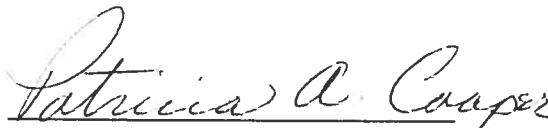
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantors will warrant and defend the same from all lawful claims whatsoever.

Dated: AUGUST 30, 2000



R.C. COOPER



PATRICIA A. COOPER

W. J. SLATTERY

JANE SLATTERY

NEAL LAMB

LISA LAMB

Order No.: A000149



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Dated: August 30, 2000

R.C. COOPER

PATRICIA A. COOPER

W. J. SLATTERY

NEAL LAMB

JANE SLATTERY

LISA LAMB

STATE OF IDAHO)

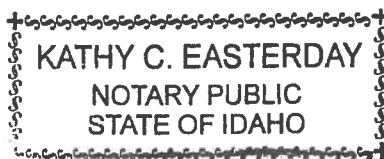
) ss:

COUNTY OF TWIN FALLS)

On this 30th day of AUGUST, 2000 before me, the undersigned, a Notary Public in and for said State personally appeared R. C. Cooper and Patricia A. Cooper, known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal

Kathy C Easterday
Notary Public
Residing at: FILER
My Commission Expires: 1-27-01



STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____, 2000 before me, the undersigned, a Notary Public in and for said State personally appeared W.J. Slattery and Jane Slattery, known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal

Notary Public
Residing at: _____
My Commission Expires: _____

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____, 2000 before me, the undersigned, a Notary Public in and for said State personally appeared Neal Lamb and Lisa Lamb, known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal

Notary Public
Residing at: _____
My Commission Expires: _____

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____, 2000 before me, the undersigned, a Notary Public in and for said State personally appeared R. C. Cooper and Patricia A. Cooper, known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal

Notary Public

Residing at: _____

My Commission Expires: _____

STATE OF IDAHO)

) ss:

COUNTY OF ADA)

On this 30th day of AUGUST, 2000 before me, the undersigned, a Notary Public in and for said State personally appeared W.J. Slattery and Jane Slattery, known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

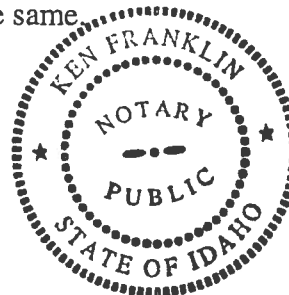
Witness my hand and official seal

[Signature]

Notary Public

Residing at: BORIE

My Commission Expires: 10/5/04



STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____, 2000 before me, the undersigned, a Notary Public in and for said State personally appeared Neal Lamb and Lisa Lamb, known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal

Notary Public

Residing at: _____

My Commission Expires: _____

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____, 2000 before me, the undersigned, a Notary Public in and for said State personally appeared R. C. Cooper and Patricia A. Cooper, known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal

Notary Public

Residing at: _____

My Commission Expires: _____

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____, 2000 before me, the undersigned, a Notary Public in and for said State personally appeared W.J. Slattery and Jane Slattery, known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal

Notary Public

Residing at: _____

My Commission Expires: _____

STATE OF Wash)

) ss:

COUNTY OF Sauwaman)

On this 28 day of August, 2000 before me, the undersigned, a Notary Public in and for said State personally appeared Neal Lamb and Lisa Lamb, known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal

Deborah Sutliff

Notary Public

Residing at: Fri Bldg

My Commission Expires: 10-9-01



EXHIBIT A

PARCEL I:

Lots 1, 5, 7, 8, 9, 10, 15, 16, 17 & 18. Sawtooth Terra Tracts, Custer County, Idaho, as shown by the Official Plat thereof, filed June 25, 1972, as instrument No. 133588, records of Custer County, Idaho

ALSO TOGETHER WITH all right, title and interest as originally reserved in the Certificate of Owners pertaining to road and utility easements as shown on the face of the Sawtooth Terra Tracts Plat No. 133588.

AND TOGETHER WITH any and all land within the subdivision known as Sawtooth Terra Tracts, plat recorded as No. 133588, excluding Lots 2, 3, 4, 6, 11, 12, 13, & 14 as shown on said plat.

PARCEL II:

All land within the boundary of the subdivision known as Valley Creek Tracts, Custer County, Idaho, as shown by the Official Plat thereof, filed October 10, 1972, as instrument No. 134492, records of Custer County, Idaho, including but not limited to Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, & 28 as shown on said Plat.

PARCEL III:

A fraction of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, Township 10 North, Range 13 East, Boise Meridian, Custer County, Idaho, more particularly described as follows, to wit:

Beginning at the Northwestern corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, run thence South 0 degrees 01'45" East along the Westerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4 a distance of 35.75 feet, thence North 69 degrees 28'35" East 102.02 feet to a point on the Northerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4; thence North 89 degrees 58'55" West along the Northerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4 a distance of 95.52 feet, to the Point of Beginning.

Together with a perpetual easement to be used in common with Grantors located in Section 4, Township 10 North, Range 13 East, Boise Meridian, said Custer County, Idaho, 60 feet in total width, being 30 feet on each side of a center line described as commencing at the Southeast corner of said Section 4, thence North 84 degrees 16'57" West 1891.56 feet more or less to a point on the North right-of-way line of Idaho State Highway No. 21 and the real point of beginning; thence North 8 degrees 57'10" East 57.03 feet more or less; thence along a curve to the left that has a central angle of 47 degrees 08'20", a radius of 190.99 feet and a length of 157.25 feet to a point; thence North 56 degrees 05'30" East, 162.89 feet to a point on the Northerly bank of Valley Creek.

ALSO TOGETHER WITH all water rights currently held by the Grantors in and to all of the above described properties.

**RESTRICTIVE AND PROTECTIVE COVENANTS
FOR SAWTOOTH TERRA TRACTS Nos. 1-18, Inclusive**

KNOW ALL MEN BY THESE PRESENTS That the Sawtooth Land Corporation does hereby certify and declare:

1. That the said Sawtooth Land Corporation is the owner of all that certain real property situate in Custer County, State of Idaho, and particularly described as follows, to-wit:

All of Sawtooth Terra Tracts No. 1, being Lots 1 through 18 inclusive thereof, according to the official plat thereof on file in the Office of the County Recorder of Custer County, State of Idaho, in book One of Plats, as Instrument No. .

2. That all of the real property and all lots, parcels, and tracts thereof, and any conveyance covering or describing all or any parts thereof, either by reference to the above described plat or by name, number or designation thereon, or by other description, shall be subject to the following restrictions, protective covenants, and conditions, and that by the acceptance of any conveyance of any property in said Sawtooth Terra Tracts No. 1 the grantee or grantees therein, and their heirs, executors, administrators, successors or assigns, covenant with the parties hereto, their heirs and assigns and with the other grantees or subsequent owners of property in said Sawtooth Terra Tracts No. 1 as to the property so described and conveyed in or by such conveyance as follows:

(a) **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. A building site shall consist of not less than one of the residential tracts as platted on the recorded plat, and as described in this deed.

No building or structure shall be erected, constructed, maintained, or permitted upon said real property except upon building site as hereinabove defined. No building or structure shall be erected, constructed, maintained, or permitted on a building site other than single-family dwellings not to exceed 1½ stories in height, or 21' overall height, Lot 6, 8, 11, 12 and 13. All other lots are expressly recognized and exempted from the 21' overall height classification only. Dwellings on these lots may not exceed 2½ floors or 30' overall height.

(b) **DWELLING QUALITY AND SIZE.** No dwelling shall be permitted on any building site of less than 500 square feet floor area on main floor. All chimneys shall be equipped with a screen spark arrester as recommended and approved by the United States Forest Service. All dwellings shall be of rustic exterior design, log, rough sawn lumber, or other approved exterior building materials. Bright exterior trim or finish paint or stain are not acceptable. Earth colors such as browns, greens, greys are acceptable exterior finishes. Bright metal roofs are not acceptable roofing materials.

All driveways connecting to the public access road system shall be provided with a drainage culvert by the Buyer of size conforming to established standards applied to the location conditions. The exterior shell of any structure shall be completed within two (2) years of commencement.

(c) BUILDING LOCATION. No building shall be located on any building site nearer to the front lot line than (20) twenty feet, nor nearer than ten (10) feet to any side lot line or interior lot line. It is recognized that a structure may be erected on a lot line common to two lots under the condition of both lots are in common ownership.

(d) SUBDIVISION RESTRICTION. All of Sawtooth Terra Tracts No. 1, Lots shall not be subdivided, and no part, parcel, or segment of a lot shall be sold, until such time as sewage collection system is installed. Under these future conditions, no sub-divided lot shall be less than $\frac{3}{4}$ acre.

(e) EASEMENTS. Easement for installation and maintenance of drainage and utility facilities are reserved as shown on the recorded plat and no permanent structure shall be erected on those areas.

(f) NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

(g) TEMPORARY STRUCTURES. No structure of a temporary character, or outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Mobile trailer homes are expressly recognized as a temporary structure. Construction quarters are expressly recognized and exempted. A mobile trailer may be used not to exceed two years during construction. Such construction quarters shall conform to all sanitary restrictions as outlined under Section J.

(h) SIGNS. No sign of any kind shall be displayed to the public view except one sign not more than two (2) feet square stating who resides on the lot. In case of sale of the property, one sign not more than four (4) square feet may be displayed advertising the property for sale.

(i) GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

(j) SANITATION. All lavatories and toilets shall be built indoors and connected with an outside septic tank until such time as a sewage collection system shall be constructed in the area. All septic tanks shall be of a type as recommended by the Idaho State Department of Health, Engineering and Sanitation Section. The effluent from such septic tank shall not be permitted to discharge into a stream, storm sewer, open ditch, or drain.

1. A permit and approval of plans for subsurface sewage disposal must be obtained from the District Seven Health Department before construction begins.

2. Any portion of a subsurface sewage drainfield must be greater than one hundred fifty (150) feet from a stream.
3. Subsurface drainfields must be located in an area where subsurface water and bedrock has been demonstrated to be a minimum six (6) feet below ground level.
4. At such time that a municipal sewer system is available, all use of septic tank and drainfields will be discontinued and all home owners shall hook up to the municipal sewage collection system.

(k) DOMESTIC WATER. Water supply shall be from individual wells or from wells jointly supplying adjacent lot dwellings until such time as a community water system is constructed. All wells and distribution systems shall conform to the Idaho Drinking Water Standards, Engineering and Sanitation Division, Idaho Department of Health.

(l) FENCING All fencing shall utilize wood posts. Steel posts and barbed wire are expressly prohibited. Fences shall not exceed 4'-6" in height.

(m) POWER. Contact Salmon River Electric Cooperative, Challis, Idaho. All domestic electric service distribution to be underground.

(n) TELEPHONE. Contact Mountain States Bell Telephone Company. All telephone distribution service to be underground.

3. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots or building sites has been recorded agreeing to change said covenants in whole or in part.

4. If an interested party, or any of his or her heirs or assigns, all violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in said Sawtooth Terra Tracts No. 1 to prosecute any proceedings at law or in equity against said person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damages or other dues for such violations.

5. Invalidity of any one of these covenants by judgment or court order, shall in no wise effect any of the other provisions which shall remain in full force and effect.



SAWTOOTH LAND CORPORATION

R. C. Cooper, President

Neal Lamb, Secretary-Tre

Buyer

Notable,

September 22, 2011

HOSAC COMPANY INC
1770 W STATE ST #390
BOISE ID 83702

RE: Change of Ownership for Water Right 71-7016

Dear Water Right Holder:

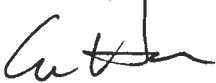
The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

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

Sincerely,



Carrie Hahn
Clerk
Enclosure



The Hosac Company, Inc.

STEVEN W. HOSAC

President

1770 W. State Street, #390

Boise, Idaho 83702

Phone: (208) 384-1024

Fax: (208) 384-1061

Cell: (208) 850-8590

E-mail: ~~sw@hosac~~@hosac.net

Steve