

RECEIVED

MAY 14 2009

Department of Water Resources

Water Supply Bank No. _____

Water Right No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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

RECEIVED

MAY 12 2009

WATER RESOURCES
WESTERN REGION

Name of Seller/Lessor

Clark R. Magstalt

Phone

208-362-3030

Post office address

6953 Hollilynn Dr. Boise 83709

861-3850 cell

1. DESCRIPTION OF WATER RIGHT:

Right evidenced by:

- a. Decree No. 63-03569 Decreed to _____
(Name)
in case of _____ vs _____
dated _____ in _____ county of _____
(Name of court)
- b. License No. _____ issued by the Idaho Department of Water
Resources.
- c. Permit No. _____ issued by the Idaho Department of Water
Resources.

2. DESCRIPTION OF PORTION OF RIGHT FOR SALE OR LEASE: (If the entire right is for sale or lease,
show "all" on line a. below and skip the remainder of part 2.) All

- a. Amount of water under right: 0.54 cubic feet per second &/or
394. acre-feet per annum
- b. Point of diversion: _____ 1/4 of _____ 1/4 of Section _____ Township _____ Range
_____, B.M. in _____ County.
Additional points _____

c. Place of use:

TWP	RGE	SEC	N E				N W				S W				S E				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

If the right is for irrigation, show the number of acres for the part of the right to be put into the bank.

Total number of acres _____

3. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE

- a. Explain how the seller/lessor acquired the right, or portion thereof, and attach a copy of the deed to the land to which it is appurtenant or other evidence of ownership of the right. If the right is not recorded in the name of the seller/lessor, attach a copy of a change of ownership form as required by Section 42-248 or 42-1409(6), Idaho Code, together with required documentation.

Copy of warranty deed

- b. Describe the frequency of water use under the right, or portion thereof, during the past five (5) years of use. Attach watermaster records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture. (This information is not required if a partial decree has been issued on the right within the last 5 years).

SRBA claim pending until 2-6-08
Water ~~sup~~ supply bank 3-15-07 thru
12-31-08

- c. If the right is from a surface water source, describe the period of the year that water is typically available to satisfy the right.

N/A

- d. Describe any other water rights with the same purpose and place of use as the right, or portion thereof, offered for lease. Will the present place of use continue to receive water from any source? If so, describe.

None

- e. If the water right is a permit, describe the work accomplished toward developing the right.

N/A

- f. If the right to the use of the water or the use of the diversion works or irrigation system is represented by shares of stock in a company or corporation, or if such works or system is owned or managed by an irrigation district, a written consent of the sale or lease must be attached.

4. REMARKS:

5. SALE/LEASE AGREEMENT

1. The water right, or portion thereof, described above is offered to the Idaho Water Resource Board:

X For sale;

X For lease for a period from Indefinite to _____
(Day, month, year) (Day, month, year)

(The lease period may be shown as "indefinite", if the total duration of lease is unknown); or

_____ As a gift to the state of Idaho.

2. Show the minimum payment acceptable to the Seller/Lessor. Include the method of determining the minimum payment. The minimum payment may be shown as the "current rental rate".

Lease - current rental rate in Boise Area
Sale - subject to approval of Seller

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

The owner/lessor acknowledges the following:

1. Payment to the owner/lessor is contingent upon the sale or rental of the right from the bank.
2. While a right is in the bank, the owner of the right may not use the right even if the right is not rented.
3. A right accepted into the bank stays in the bank until the Board releases it or until the lease term expires.
4. While a water right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right.

5-12-09
Date

[Signature]
Signature

FOR DEPARTMENT USE ONLY

Received by AG Date 5/12/09 Preliminary check by _____

Watermaster recommendation requested on _____ Received _____

Recommended for _____ approval _____ denial by _____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

THORNTON BYRON LLP
3101 W. MAIN STREET, SUITE 200
POST OFFICE BOX 7156
BOISE, ID 83707-1156
208/344-8600

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 12/07/05 04:08 PM
DEPUTY Neava Haney
RECORDED - REQUEST OF
Thornton Byron LLP

AMOUNT 6.00



(SPACE ABOVE LINE FOR RECORDER'S USE)

WARRANTY DEED
Cover Page

* * * * *

Grantor: Idaho Laundry and Dry Cleaners, Inc. (aka Idaho Linen Supply, Inc.)

Grantee: Clark R. Magstadt

WARRANTY DEED

For Value Received IDAHO LAUNDRY AND DRY CLEANERS, INC.
aka IDAHO LINEN SUPPLY, INC.,

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

CLARK R. MAGSTADT, a single man, whose address is
516 So. 8th Street, Boise, Idaho 83702,
the grantee , the following described premises, to-wit:

Lots 11, 12, 13, and the South 20 feet of
Lot 14 in Block 9 of DAVIS ADDITION,
Boise City, Ada County, Idaho, according
to the official plat thereof filed in Book 2
of Plats at page 93, Records of Ada County,
Idaho,

Together with all wells, water and water rights
in anywise appertaining thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee ,
his heirs and assigns forever. And the said Grantor do es hereby covenant to and
with the said Grantee , that ~~as~~ it is the owner in fee simple of said premises; that said
premises are free from all incumbrances

and that ~~it~~ ^{it} will warrant and defend the same from all lawful claims whatsoever.

Dated: April 28, 1978.

Clark R. Magstadt
Donna Lee Williams

STATE OF IDAHO, COUNTY OF Ada
On this 28th day of April, 1978,
before me, a notary public in and for said State, personally
appeared Clark R. Magstadt and Donna
Lee Williams, known to me to be the
President and Secretary, respectively,
of Idaho Laundry and Dry Cleaners, Inc.,
aka Idaho Linen Supply, Inc.,
known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Notary Public
Boise, Idaho
Residing at

STATE OF IDAHO, COUNTY OF
I hereby certify that this instrument was filed for record at
the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____,
1978, in my office, and duly recorded in Book
_____ of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy.
Fees \$ _____
Mail to: _____

INSTRUMENT NO.