

Water Supply Bank No. _____

Water Right No. 63-00001

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

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

Name of Seller/Lessor Star Springs, L.P. Phone 760-635-9073

Post office address 760 Garden View Ct #200 Encinitas, CA 92024

With copy to: John Marshall

601 W. Bannock St, P.O. Box 2720 Boise, ID 83702

1. DESCRIPTION OF WATER RIGHT:

Right evidenced by:

- a. Decree No. 63-1 Decreed to Star Springs, L.P.
(Name)
in case of In Re SRBA vs _____
dated _____ in 5th District county of Twin Falls
(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.)

- a. Amount of water under right: All cubic feet per second &/or
_____ acre-fee per annum
- b. Point of diversion: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____ Range
_____, B.M. in _____ County.
Additional points _____

c. Place of use: Irrigation

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	S W	SE	NE	NW	S W	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.

A copy of the recorded warranty deed is attached to document land ownership.

- b. Describe the frequency of water user 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.)

A partial decree was issued for this right on January 9, 2007.

- 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.

Water is typically available through the irrigation season to satisfy this right.

- 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

There are no other water rights offered for lease with a similar purpose and place.

Present place of use will not receive water during the time the water is in the bank.

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

Not applicable

- 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:

_____ For sale;

X For lease for a period from 12-12-2008 To 12-12-2010
(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."

current rental rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities to off 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.

12/11/08
Date

Bruce Weigand
For: Star Springs LP

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Preliminary check by _____

Watermaster recommendation requested on _____ Received _____

Recommended for _____ approval _____ denial _____ by _____



ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 06/15/06 12:28 PM
DEPUTY Neava Haney
RECORDED - REQUEST OF
Title One

AMOUNT 9.00 3



Order No.: A0653529 JG/USD

WARRANTY DEED

For Value Received,

John R. Paul and Margaret S. Paul, husband and wife, the Grantors, do hereby grant, bargain sell and convey unto, Star Springs, L.P., a California limited partnership, whose current address is 760 Garden View Ct., #200, Encinitas, CA 92024, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

PARCEL I

A parcel of land situate in the northwest quarter of Section 18, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at a brass cap marking the northwest corner of Section 18, Township 4 North, Range 1 West, Boise Meridian; Thence
South 00°47'01" West, 215.80 feet along the west line of Section 18 to a 1/2" rebar, the POINT OF BEGINNING; Thence
South 00°47'01" West, 1879.39 feet along the west line of Section 18 to a 5/8" spike on the north line of the Canyon County Water Company property as described in Warranty Deed Book 114 at Page 132, records of Ada County; Thence
North 82°54'49" East, 205.67 feet along the north line of the Canyon County Water Company property to a 5/8" rebar; Thence
South 81°23'03" East, 1005.00 feet along the north line of the Canyon County Water Company property to a 5/8" rebar; Thence
North 00°34'48" East, 1225.93 feet to the westerly extension of the northerly line of Pinewood Lakes Subdivision Phase 4, as recorded in Book 93 of Plats at Pages 11225 through 11227, in the records of Ada County; Thence
South 63°35'22" East, 14.94 feet along the westerly extension of the northerly line of Pinewood Lakes Subdivision Phase 4 to the northwest corner of Pinewood Lakes Subdivision Phase 4 on purported east line of Government Lot 1; Thence
North 00°25'33" East, 623.73 feet along the purported east line of Government Lot 1 and the west line of Pinewood Lakes Subdivision Phase 2, as recorded in Book 92 of Plats at Pages 11022 through 11023, in the records of Ada County; Thence
North 80°37'42" West, 785.55 feet to a 1/2" rebar; Thence
South 01°06'57" West, 92.00 feet to a 5/8" rebar; Thence

North 73°34'03" West, 443.74 feet to the POINT OF BEGINNING.

PARCEL II

An easement for ingress and egress created by Grant of Road and Slope Easements, recorded May 18, 2006 as Instrument No. 106078393, more particularly described as follows:

An easement situated in the northwest quarter of Section 18, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at a brass cap marking the northwest corner of Section 18, Township 4 North, Range 1 West, Boise Meridian; Thence
South 88°25'15" East 429.25 feet, more or less, along the north line of Section 18;
Thence
South 01°06'57" West 237.54 feet, more or less, to a 1/2" rebar; Thence
South 80°37'42" East 785.55 feet to the purported east line of Government Lot 1, the
POINT OF BEGINNING; Thence
North 00°25'33" East, 18.97 feet along the purported east line of Government Lot 1 to a
1/2" rebar on the north right-of-way line of W. Bridger Bay Drive; Thence
North 88°24' 51" West 138.35 feet along the northerly extension of the north right-of-
way line of W. Bridger Bay Drive to the North line of the Paul parcel; Thence
South 80°37'42" East 140.03 feet along the north line of the Paul parcel to the POINT OF
BEGINNING

To Have and To Hold the said premises, with their appurtenances unto the said Grantee, 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* those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and 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 assessments (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.

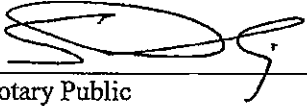
Dated: June 13, 2006


John R. Paul


Margaret S. Paul

State of Idaho)
County of Ada)

On this 15th of June, 2006, before me, the undersigned, a notary public personally appeared, John R. Paul and Margaret S. Paul, known to me or proven to me on the basis of satisfactory evidence to be the person (s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same.



Notary Public

Residing In: SCOTT DARLING

Expires: ESCROW OFFICER

RESIDING: EAGLE, ID
COMMISSION EXPIRES: 11-28-07

