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APR 15 2008

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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APR 03 2008

DEPARTMENT OF
WATER RESOURCES*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 IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
PD AJ 63-31439 63-32007					

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 on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. 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 or equivalent **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)	Tim Peterson (deceased) 5960 West HolliLynn Drive, Boise, ID 83709
4. New Owner/Claimant(s)	Jan M. Peterson
	Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address	5960 West HolliLynn Drive
City, State and ZIP Code	Boise, ID 83709
New Telephone Number	() _____

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5. Date you acquired the property

MARCH 20 2008

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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 will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s)

Jan M Peterson

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____ Date _____
 Received by UN Date 4/3/08
 Processed by _____ AJ Date _____

Receipt Amt. 25.00
 Receipt No. 10801519
 WR Jan Date 4-17-08



PERSONAL REPRESENTATIVE'S DEED

THIS DEED is made and executed by **JAN M. PETERSON, as Personal Representative of THE ESTATE OF TIMOTHY C. PETERSON, DECEASED**, hereinafter referred to as the "Grantor," to **JAN M. PETERSON**, a single person, as her sole and separate property, hereinafter referred to as the "Grantee," whose address is 5960 West Hollilynn Drive, Boise, Idaho 83709.

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Probate Case Number CV IE 0622417 in Ada County, Idaho.

THEREFORE, in accordance with the provisions of Uniform Probate Code as set forth in Title 15 of the Idaho Code, Grantor hereby grants, sells, transfers and conveys to Grantee all of Grantor's right, title and interest in the following described water rights in Ada County, Idaho, and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, subject to taxes and assessments, easements, rights of way, restrictions and reservations.

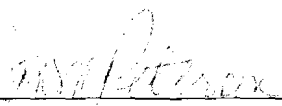
This conveyance shall include any and all appurtenances, tenements, hereditaments, reversions, remainders, easements and rights-of-way in anywise appertaining to the water rights herein described.

DATED This 18 day of March, 2008.

GRANTOR:

**THE ESTATE OF TIMOTHY C. PETERSON,
DECEASED**

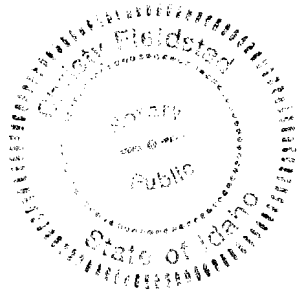
By:


Jan M. Peterson, Personal Representative

STATE OF IDAHO)
) ss:
County of Ada)

On this 13 day of March, 2008, before me, a notary public, personally appeared **JAN M. PETERSON**, known to me to be the person whose name is subscribed to the within instrument as personal representative of **THE ESTATE OF TIMOTHY C. PETERSON, DECEASED**, and acknowledged to me that she executed the same as such personal representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day, month and year first above written.



Christy Fieldstad
Notary Public for Idaho
My Commission Expires: March 01, 2010

That portion of Water Right License No. 63-31439 for 0.18 cubic feet per second (cfs) of water, which is appurtenant to eleven (11) acres of land in Section 12, Township 1 North, Range 1 East, Ada County, more particularly described on Exhibit A, hereto. That portion of said water right is in the quantity of 0.047 cfs, which has been transferred to Grantee's real property, pursuant to the terms and conditions of the Water Right Purchase and Sale Agreement between Grantors and Grantee.

Water Right Purchase and Sale Agreement

This Water Right Purchase and Sale Agreement is made this 11 day of MARCH, 2004, between Pacific Hide & Fur Depot, represented by William Knick, 1401 3rd St NW, Great Falls, Montana, 59404 (hereinafter "Seller"), and Tim C. and/or Jan M. Peterson, P.O. Box 16602, Boise, Idaho, 83715 (hereinafter "Buyers").

Whereas Seller is the owner of the water right evidenced by water right license no. 63-31439 for 0.18 cubic feet per second (cfs) of water appurtenant to land in Section 12, Township 1 North, Range 1 East, Ada County, more particularly described on Exhibit A, hereto. And whereas all the parties have reached agreement on the terms and conditions for the purchase and sale of a portion of Seller's water right, for the consideration hereinafter recited, Seller and Buyers agree as follows:

- 1) Purchase and Sale of Rights. Seller agrees to sell to Buyers and Buyers agree to purchase from Seller 0.047 cfs (18 ac-ft.) of Seller's water right evidenced by water right no. 63-31439 (hereinafter referred to as "the purchased water right").
- 2) Purchase Price and Payment. Buyers shall pay the Seller, as consideration for the purchased water right, three thousand five hundred dollars (\$3500.00) per irrigated acre for four (4) acres, more or less, of land (\$14,000.00), (hereinafter referred to as "the purchase price"). Buyers agree to deliver the purchase price in the form of a personal check to the escrow agent, Idaho Escrow, 4290 Chinden Blvd., Boise, Idaho, 83714, to be deposited in an escrow account pursuant to the escrow instructions of paragraph 5, hereof upon execution of this Agreement by Seller and Buyers at the closing of this transaction, which shall occur on a date and at a time agreeable to the Buyers and Seller. Buyers and Seller agree to share the escrow costs equally.
- 3) Conveyance of Title and Title Policy. Seller agrees to execute a Water Right Warranty Deed, in the form of Exhibit B, conveying the purchased water right to Buyers, and Seller agrees to deliver such deed to the escrow agent at the closing of this transaction. Seller agrees to

EXHIBIT A

provide Buyers with a title insurance policy on the four (4) acres covered by the purchased water right at the time of delivery of the purchase price to the escrow agent. Seller shall also provide Buyers, at closing, written certification from the Idaho Department of Water Resources (IDWR) that no Notice of Security Interest has been filed concerning the four (4) acres of the purchased water right as of the closing date.

4) **Water Right Transfer.** The parties acknowledge and agree that diversion of the purchased water right for use on the Tim C. and Jan M. Peterson property will require an Idaho Department of Water Resources (IDWR) approval of an Application for Transfer of Water Right. Buyers agree to prepare and file an Application for Transfer to change the elements of the purchased water right that is acceptable to both Seller and Buyers and pay the appropriate filing fee. Buyers agree to be primarily responsible for monitoring the status of the Transfer and for maintaining contact with both IDWR and Seller. Buyers may request ERO Resources Corp.'s assistance in monitoring the status of the Transfer with IDWR. Seller agrees to participate as applicant and advocate for the Transfer in all administrative and judicial proceedings necessary to obtain final approval of the Transfer. For purposes of this Agreement, final approval shall mean approval of the Transfer on terms and conditions that are acceptable to both Seller and Buyers after all administrative and judicial remedies are exhausted. Costs and attorney fees in preparing, filing, and obtaining final approval of the Transfer shall be paid by Seller and Buyers as follows:

a) Seller shall be responsible for all costs and attorney fees incurred in responding to issues regarding the validity and Seller's ownership of the purchased water right. Buyers shall be responsible for their costs and attorneys fees incurred in responding to all other issues regarding the Transfer not to exceed two thousand five hundred dollars (\$2500.00). At any time after Buyers expenditure of two thousand five hundred dollars (\$2500.00) pursuant to this paragraph, Buyers may extend or terminate this Agreement and either withdraw or continue with the Transfer.

b) **Termination of Sale.** If Seller makes invalid the purchased water right available to the Buyers, the escrow shall terminate and all monies and accrued interest shall be returned to

the Buyers. The Seller shall also reimburse the Buyers for all out-of-pocket expenses incurred relating to the purchase and transfer of the water right. If Buyers terminate this Agreement for any cause other than that described in paragraph 4.a. above, twenty percent (20%) of the purchase price plus the accrued interest on that amount shall be transferred to the Seller. The remaining eighty percent (80%) of the purchase price and the accrued interest on that amount shall be returned to Buyers by the escrow agent.

5) Escrow Agent and Instructions. The parties hereby appoint Idaho Escrow, 4290 Chinden Blvd., Boise, Idaho, 83714, telephone: (208) 377-2212, as the escrow agent to hold and release a purchase price and deed to a water right pursuant to the terms of this Agreement and any additional written instructions signed by both parties hereto and provided to the escrow agent.

a) The purchase price shall be released to the Seller only upon: 1) Approval by the IDWR of the Transfer for the purchased water right; 2) The expiration of all administrative and judicial periods for appeal; and 3) The written approval by Buyers of any conditions placed on the Transfer by the IDWR. Buyers approval shall not unreasonably be withheld and shall be provided within thirty (30) days after delivery of written notice of such conditions to Buyers by Seller or within thirty (30) days after expiration of the applicable administrative and judicial periods for appeal should conditions already approved by Buyers be modified by subsequent administrative or judicial action. Failure by Buyers to provide written approval to escrow agent within thirty (30) days after delivery of such written notice of such conditions to Buyers shall be deemed written approval.

b) The Seller and the Buyers shall act in good faith and use best efforts to complete the agreed upon property transfer as described herein on or before March 1, 2005. If the property transfer has not been completed by that date, the Seller and the Buyers may terminate the escrow by executing a mutual written consent and by each party providing a copy of the mutual written consent to the escrow agent. Termination of the escrow shall be effective upon receipt by the escrow agent of a separate copy of the mutual written consent from the Seller and from the Buyers.

c) Upon receipt of written notice from IDWR or Court of proper jurisdiction of the timely final approval of the Transfer and after expiration of all applicable appeal periods, expiration of the applicable thirty (30) day period described in paragraph 5.a. hereof and Seller's full performance of the terms of this Agreement, Buyers shall, within ten (10) days of expiration of the applicable thirty (30) day period described in paragraph 5.a. hereof, provide a letter of confirmation thereof to escrow agent and escrow agent shall release the purchase price to Seller. All accrued interest on the purchase price shall be released to Buyers.

d) The deed to the purchased water right shall be released to the Buyers upon release of the purchase price to the Seller.

6) Entire Agreement. This Agreement contains the entire understanding of the parties. Any changes or modifications to this Agreement must be in writing signed by Seller and Buyers.

7) Heirs, Successor, and Assigns. The covenants, conditions, and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them and the advantages hereof shall inure to the benefit of each of the parties hereto and the respective heirs and successors and assigns.

8) Seller affirmatively represent and warrant to Buyers that he is the sole owner of the water right evidenced by water right no. 63-31439 for 0.18 cubic feet per second (cfs) appurtenant to real property located in Section 12, Township 1 North, Range 1 East, Ada County, more particularly described on Exhibit A, hereto. Seller also affirmatively represent and warrant to Buyers that said water right has no pending lien, security interest, mortgage, or other form of encumbrance whatsoever which would prevent or impede the full and complete transfer of legal and equitable title of the purchased water right to Buyers under the terms of this Agreement.

BUYERS:

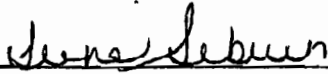
By: 
Tim C. Peterson

By: 
Jan M. Peterson

State of Idaho/or _____)
County of Ada) SS.

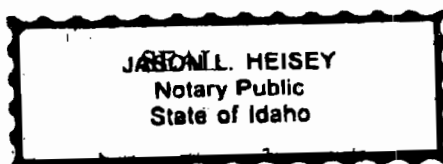
On this 19th day of February 2004, before me personally appeared **Tim C. Peterson**, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

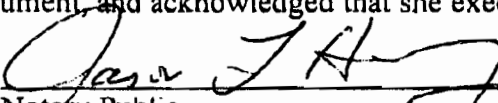



Notary Public
Residing at Boise
My Commission Expires on 12/9/2006

State of Idaho/or _____)
County of Ada) SS.

On this 2/24/04 day of _____ 2004, before me personally appeared **Jan M. Peterson**, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.




Notary Public
Residing at Meridian ID
My Commission Expires on 11-19-07

1000-2444

SELLER:

By:

William Knick
William Knick - Pacific Hide & Fur Depot

State of ~~Idaho~~ or Montana)
County of Cascade) SS.

On this 17th day of March 2004, before me personally appeared **William Knick of Pacific Hide & Fur Depot**, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.



Shirley E. Forbes
Notary Public
Residing at 1401 3rd St. N.W. Great Falls MT
My Commission Expires on 10-25-2007

1000-2444

Exhibit A
WATER RIGHT LICENSE

Received 03-06-2008 15:48

From-2083626745

To-EBERLE BERLIN

Page 009

SCANNED

APR 14 2008

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

03/04/2004

WATER RIGHT NO. 63-31439

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	PACIFIC HIDE & FUR DEPOT PO BOX 849 NAMPA, ID 83651 (208)466-1673
Original Owner	SUSAN K BEVAN
Original Owner	THOMAS M BEVAN 4202 N MARCLIFFE AVE BOISE, ID 83704 (208)323-7873
Original Owner	VIOLET J STRINGER
Original Owner	WILLIAM C STRINGER 421 MARCUS CT MOAB, UT 84532 (801)259-8686

Priority Date: 06/08/1978

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	0.13 CFS	49.5 AFA
COMMERCIAL	01/01	12/31	0.05 CFS	13.6 AFA
Total Diversion			0.18 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NENENE	Sec. 12	Township 01N	Range 01E	ADA County
GROUND WATER	NESENE	Sec. 12	Township 01N	Range 01E	ADA County

Place(s) of use:

Place of Use Legal Description: IRRIGATION ADA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
01N	01E	12		NENE	11									

Place of Use Legal Description: COMMERCIAL ADA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
01N	01E	12		NENE			SENE							

Total Acres: 11

Conditions of Approval:

1.	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.
2.	T08	Failure of the right holder to comply with the conditions of Transfer No. 69750 is cause for the Director to rescind approval of the transfer.
3.	T17	Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
4.	046	Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
5.	01Q	After specific notification by the Department, the right holder shall measure the diversion or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
6.	R32	This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for irrigation of the lands above.

Remarks:

1.	Purpose of Use	Commercial use is for a fur and hide facility.
2.	Purpose of Use	THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MARCH 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
3.	Quantity	The total instantaneous diversion of water from all points of diversion under Right 63-31439 shall not exceed 0.18 cfs, nor total combined annual volume of 63.1 af.

Dates:

Other Information:

State or Federal: S

Owner Name Connector: And

Water District Number:

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4.5

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: True



Exhibit B

WATER RIGHT WARRANTY DEED

Water Right Warranty Deed

Pacific Hide and Fur Depot, represented by William Knick, 1401 3rd St, NW, Great Falls, Montana 59404 ("Grantors"), do hereby GRANT, BARGAIN, SELL and CONVEY unto Tim Peterson ("Grantee"), a portion of the following water right, more particularly described as follows:

That portion of Water Right License No. 63-31439 for 0.18 cubic feet per second (cfs) of water, which is appurtenant to eleven (11) acres of land in Section 12, Township 1 North, Range 1 East, Ada County, more particularly described on Exhibit A, hereto. That portion of said water right is in the quantity of 0.047 cfs, which has been transferred to Grantee's real property, pursuant to the terms and conditions of the Water Right Purchase and Sale Agreement between Grantors and Grantee.

TO HAVE AND TO HOLD unto the said Grantee, heirs, and assigns forever. And the Grantors do hereby covenant to and with said Grantee that Grantors are the owners of Water Right License No. 63-31439 and that it is free of all encumbrances, mortgages, liens, or any other restrictions on the full and complete transfer of title of 0.047 cfs of said water right license to Grantee and that Grantors will warrant and defend the same from all lawful claims whatsoever.

By: _____ Dated: _____
William Knick

State of Idaho)
) s.s.
County of _____)

On this day of 2004, before me personally appeared William Knick, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

S
E
A
L

Notary Public
My Commission Expires on _____

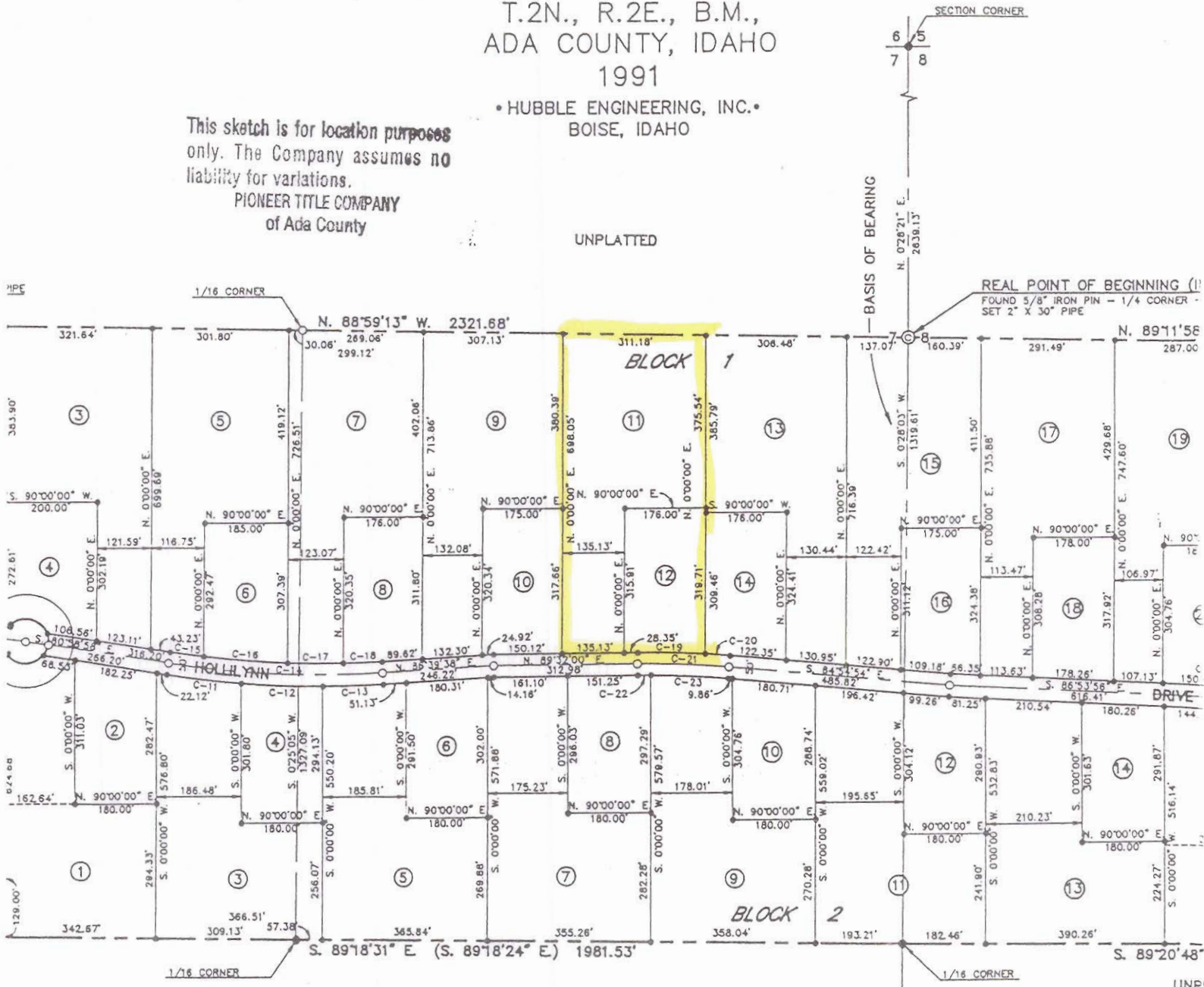
AMENDED PLAT OF CALDERON ESTATES SUBDIVISION

A PORTION OF
THE N 1/2 SE 1/4, SECTION 7, AND THE NW 1/4 SW 1/4, SECTION 8,
T.2N., R.2E., B.M.,
ADA COUNTY, IDAHO
1991

• HUBBLE ENGINEERING, INC. •
BOISE, IDAHO

This sketch is for location purposes
only. The Company assumes no
liability for variations.
PIONEER TITLE COMPANY
of Ada County

UNPLATTED



Delta	Arc	Tangent	Chord	Chord Bearing
20.37'	113.91'	57.01'	113.85'	S. 86°40'19" E.
59.41'	17.45'	9.33'	16.90'	N. 71°30'09" E.
59.23'	244.34'	---	64.29'	S. 6°30'00" V.
59.41'	17.45'	9.33'	16.90'	N. 58°30'09" V.
48.43'	2.38'	1.19'	2.38'	S. 86°54'21" E.
10.58'	15.07'	7.52'	14.72'	N. 68°05'48" E.
30.43'	98.19'	74.85'	83.15'	S. 77°14'20" E.
00.00'	26.18'	13.40'	25.88'	S. 5°58'58" E.
00.00'	26.18'	13.40'	25.88'	S. 24°01'02" V.
28.39'	93.79'	58.16'	80.63'	S. 87°14'38" E.
15.43'	165.88'	82.98'	165.84'	S. 83°06'49" E.
37.49'	180.21'	90.16'	180.16'	S. 87°43'35" E.
27.52'	134.84'	67.44'	134.82'	N. 88°23'34" E.
21.24'	475.54'	238.70'	474.52'	S. 87°09'40" E.
57.57'	74.80'	37.40'	74.79'	S. 81°57'56" E.
52.46'	185.66'	92.88'	185.60'	S. 85°23'18" E.
14.07'	123.10'	61.56'	123.08'	S. 89°26'45" E.
16.34'	86.60'	43.30'	86.59'	N. 87°47'54" E.
03.35'	147.74'	73.90'	147.71'	S. 88°26'12" E.
29.31'	54.29'	27.15'	54.29'	S. 85°39'00" E.
23.06'	199.53'	99.88'	199.53'	S. 87°41'27" E.
48.35'	29.76'	14.38'	29.76'	N. 89°56'17" E.
44.31'	168.42'	84.25'	168.38'	S. 87°17'13" E.
75.77'	76.72'	77.20'	76.72'	S. 90°40'00" E.

UNPLATTED

E. DON HUBBLE
NO. 3555



SCANNED

APR 14 2008

NOTES:

- 1) ALL BUILDING LOT ZONING REGULATIONS.
- 2) ALL LOT LINES CONSIDERED PERMANENT.
- 3) THIS SUBDIVISION IS 31-3805 CONCESSION.
- 4) EACH SIDE OF CONVEYANCE IRRIGATION, AND
- 5) RESPONSIBILITY FOR PUBLIC ACCESS TO LAND SAID DRIVE.
- 6) LOT OWNERS AGREE TO AREA BETWEEN A LAWN OR APPROPRIATE.
- 7) LOTS 1,3,5,7,9,11,13,15,17,19 ARE CONSIDERED AS DEFINED BY RECORDING DATE.
- 8) ANY RESUBDIVISION

CALDERON ESTATES SUBDIVISION

A PORTION OF
THE N 1/2 SE 1/4, SECTION 7, AND THE NW 1/4 SW 1/4, SECTION 8,
T.2N., R.2E., B.M.,
ADA COUNTY, IDAHO

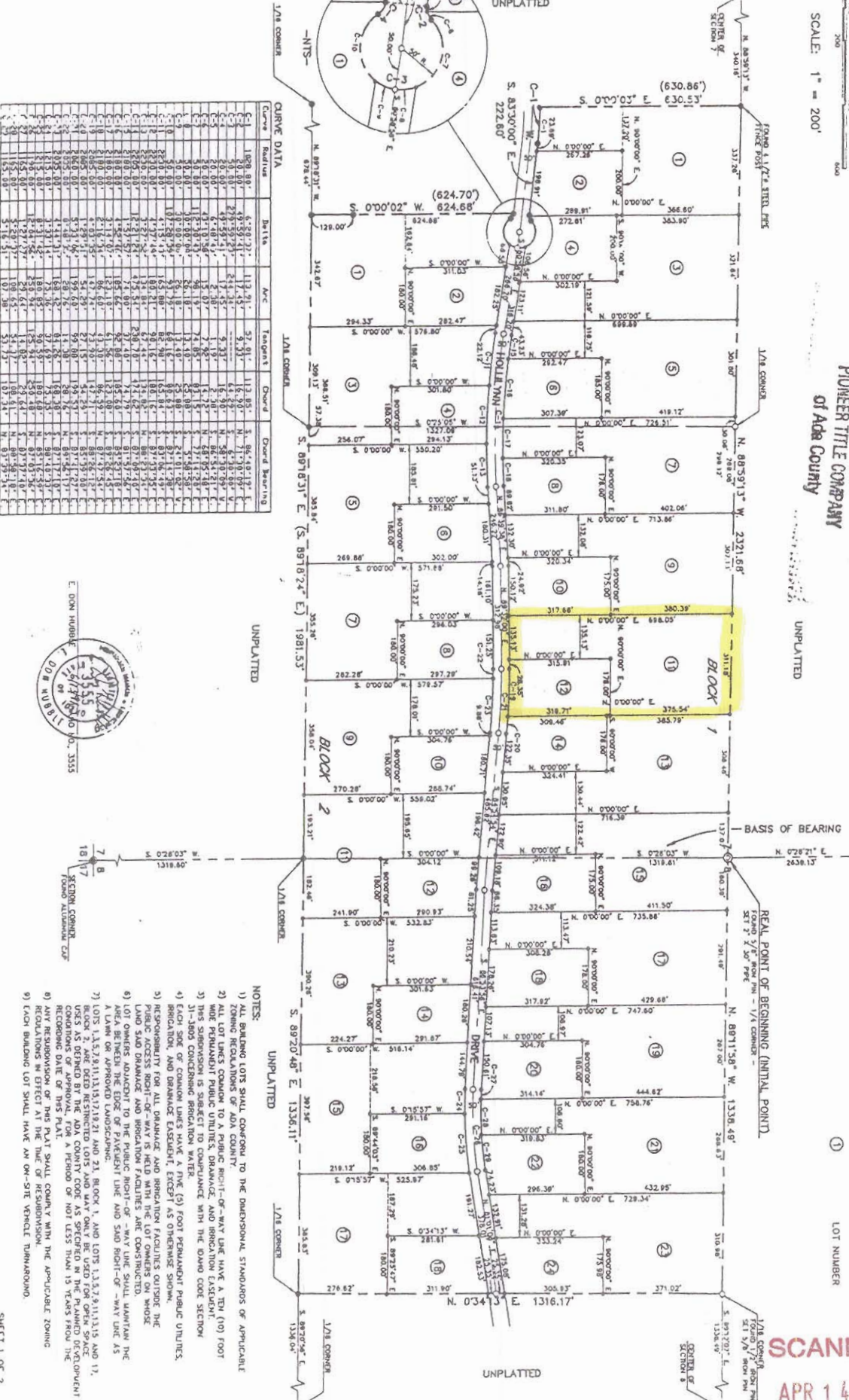
This sketch is for location purposes
only. The Company assumes no
liability for variations.
1991
PIONEER TITLE COMPANY
of Ada County

SCALE: 1" = 200'



- LEGEND
- FOUND 5/8" IRON PIN
 - SET 5/8" x 30" IRON PIN
 - SET 1/2" x 24" IRON PIN
 - DATE OF RECORD
 - PROPERTY BOUNDARY LINE
 - RIGHT-OF-WAY LINE
 - LOT LINE
 - CENTERLINE
 - LOT NUMBER

SCANNED
APR 14 2008



CURVE DATA

Curve	Radius	Delta	Chord	Chord Bearing
C-1	1000.00'	113.91°	57.01'	N 86°40'19" E
C-2	1000.00'	113.91°	57.01'	N 71°10'09" E
C-3	1000.00'	113.91°	57.01'	N 55°39'41" E
C-4	1000.00'	113.91°	57.01'	N 40°09'11" E
C-5	1000.00'	113.91°	57.01'	N 24°38'41" E
C-6	1000.00'	113.91°	57.01'	N 9°08'11" E
C-7	1000.00'	113.91°	57.01'	N -7°22'19" E
C-8	1000.00'	113.91°	57.01'	N -21°51'49" E
C-9	1000.00'	113.91°	57.01'	N -36°21'19" E
C-10	1000.00'	113.91°	57.01'	N -50°50'49" E
C-11	1000.00'	113.91°	57.01'	N -65°20'19" E
C-12	1000.00'	113.91°	57.01'	N -79°49'49" E
C-13	1000.00'	113.91°	57.01'	N -94°19'19" E
C-14	1000.00'	113.91°	57.01'	N -108°48'49" E
C-15	1000.00'	113.91°	57.01'	N -123°18'19" E
C-16	1000.00'	113.91°	57.01'	N -137°47'49" E
C-17	1000.00'	113.91°	57.01'	N -152°17'19" E
C-18	1000.00'	113.91°	57.01'	N -166°46'49" E
C-19	1000.00'	113.91°	57.01'	N -181°16'19" E
C-20	1000.00'	113.91°	57.01'	N -195°45'49" E
C-21	1000.00'	113.91°	57.01'	N -210°15'19" E
C-22	1000.00'	113.91°	57.01'	N -224°44'49" E
C-23	1000.00'	113.91°	57.01'	N -239°14'19" E
C-24	1000.00'	113.91°	57.01'	N -253°43'49" E
C-25	1000.00'	113.91°	57.01'	N -268°13'19" E
C-26	1000.00'	113.91°	57.01'	N -282°42'49" E
C-27	1000.00'	113.91°	57.01'	N -297°12'19" E
C-28	1000.00'	113.91°	57.01'	N -311°41'49" E
C-29	1000.00'	113.91°	57.01'	N -326°11'19" E
C-30	1000.00'	113.91°	57.01'	N -340°40'49" E
C-31	1000.00'	113.91°	57.01'	N -355°10'19" E
C-32	1000.00'	113.91°	57.01'	N -369°39'49" E
C-33	1000.00'	113.91°	57.01'	N -384°09'19" E
C-34	1000.00'	113.91°	57.01'	N -398°38'49" E
C-35	1000.00'	113.91°	57.01'	N -413°08'19" E
C-36	1000.00'	113.91°	57.01'	N -427°37'49" E
C-37	1000.00'	113.91°	57.01'	N -442°07'19" E
C-38	1000.00'	113.91°	57.01'	N -456°36'49" E
C-39	1000.00'	113.91°	57.01'	N -471°06'19" E
C-40	1000.00'	113.91°	57.01'	N -485°35'49" E
C-41	1000.00'	113.91°	57.01'	N -500°05'19" E
C-42	1000.00'	113.91°	57.01'	N -514°34'49" E
C-43	1000.00'	113.91°	57.01'	N -529°04'19" E
C-44	1000.00'	113.91°	57.01'	N -543°33'49" E
C-45	1000.00'	113.91°	57.01'	N -558°03'19" E
C-46	1000.00'	113.91°	57.01'	N -572°32'49" E
C-47	1000.00'	113.91°	57.01'	N -587°02'19" E
C-48	1000.00'	113.91°	57.01'	N -601°31'49" E
C-49	1000.00'	113.91°	57.01'	N -616°01'19" E
C-50	1000.00'	113.91°	57.01'	N -630°30'49" E
C-51	1000.00'	113.91°	57.01'	N -645°00'19" E
C-52	1000.00'	113.91°	57.01'	N -659°29'49" E
C-53	1000.00'	113.91°	57.01'	N -673°59'19" E
C-54	1000.00'	113.91°	57.01'	N -688°28'49" E
C-55	1000.00'	113.91°	57.01'	N -702°58'19" E
C-56	1000.00'	113.91°	57.01'	N -717°27'49" E
C-57	1000.00'	113.91°	57.01'	N -731°57'19" E
C-58	1000.00'	113.91°	57.01'	N -746°26'49" E
C-59	1000.00'	113.91°	57.01'	N -760°56'19" E
C-60	1000.00'	113.91°	57.01'	N -775°25'49" E
C-61	1000.00'	113.91°	57.01'	N -789°55'19" E
C-62	1000.00'	113.91°	57.01'	N -804°24'49" E
C-63	1000.00'	113.91°	57.01'	N -818°54'19" E
C-64	1000.00'	113.91°	57.01'	N -833°23'49" E
C-65	1000.00'	113.91°	57.01'	N -847°53'19" E
C-66	1000.00'	113.91°	57.01'	N -862°22'49" E
C-67	1000.00'	113.91°	57.01'	N -876°52'19" E
C-68	1000.00'	113.91°	57.01'	N -891°21'49" E
C-69	1000.00'	113.91°	57.01'	N -905°51'19" E
C-70	1000.00'	113.91°	57.01'	N -920°20'49" E
C-71	1000.00'	113.91°	57.01'	N -934°50'19" E
C-72	1000.00'	113.91°	57.01'	N -949°19'49" E
C-73	1000.00'	113.91°	57.01'	N -963°49'19" E
C-74	1000.00'	113.91°	57.01'	N -978°18'49" E
C-75	1000.00'	113.91°	57.01'	N -992°48'19" E
C-76	1000.00'	113.91°	57.01'	N -1007°17'49" E
C-77	1000.00'	113.91°	57.01'	N -1021°47'19" E
C-78	1000.00'	113.91°	57.01'	N -1036°16'49" E
C-79	1000.00'	113.91°	57.01'	N -1050°46'19" E
C-80	1000.00'	113.91°	57.01'	N -1065°15'49" E
C-81	1000.00'	113.91°	57.01'	N -1079°45'19" E
C-82	1000.00'	113.91°	57.01'	N -1094°14'49" E
C-83	1000.00'	113.91°	57.01'	N -1108°44'19" E
C-84	1000.00'	113.91°	57.01'	N -1123°13'49" E
C-85	1000.00'	113.91°	57.01'	N -1137°43'19" E
C-86	1000.00'	113.91°	57.01'	N -1152°12'49" E
C-87	1000.00'	113.91°	57.01'	N -1166°42'19" E
C-88	1000.00'	113.91°	57.01'	N -1181°11'49" E
C-89	1000.00'	113.91°	57.01'	N -1195°41'19" E
C-90	1000.00'	113.91°	57.01'	N -1210°10'49" E
C-91	1000.00'	113.91°	57.01'	N -1224°40'19" E
C-92	1000.00'	113.91°	57.01'	N -1239°09'49" E
C-93	1000.00'	113.91°	57.01'	N -1253°39'19" E
C-94	1000.00'	113.91°	57.01'	N -1268°08'49" E
C-95	1000.00'	113.91°	57.01'	N -1282°38'19" E
C-96	1000.00'	113.91°	57.01'	N -1297°07'49" E
C-97	1000.00'	113.91°	57.01'	N -1311°37'19" E
C-98	1000.00'	113.91°	57.01'	N -1326°06'49" E
C-99	1000.00'	113.91°	57.01'	N -1340°36'19" E
C-100	1000.00'	113.91°	57.01'	N -1355°05'49" E



- NOTES:
- 1) ALL BUILDING LOTS SHALL CONFORM TO THE DIMENSIONAL STANDARDS OF APPLICABLE ZONING REGULATIONS OF ADA COUNTY.
 - 2) ALL LOT LINES CORNER TO A PUBLIC RIGHT-OF-WAY LINE HAVE A TEN (10) FOOT SETBACK FROM THE ADJACENT LOT LINE.
 - 3) THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE DRAINAGE CODE SECTION 31-2005 CONCERNING DRAINAGE VARIATION.
 - 4) EACH SIDE OF CORNER LINES HAVE A FIVE (5) FOOT PERMANENT PUBLIC UTILITIES, BRIGATION, AND DRAINAGE EASEMENT, EXCEPT AS OTHERWISE SHOWN.
 - 5) RESPONSIBILITY FOR ALL DRAINAGE AND BRIGATION FACILITIES OUTSIDE THE PUBLIC ACCESS RIGHT-OF-WAY IS HELD WITH THE LOT OWNERS ON WHOSE LAND SAID DRAINAGE AND BRIGATION FACILITIES ARE CONSTRUCTED.
 - 6) EACH LOT CORNER TO A PUBLIC RIGHT-OF-WAY SHALL MAINTAIN THE AREA BETWEEN THE CORNER OF PLAYERS LINE AND SAID RIGHT-OF-WAY LINE AS A LAWN OR APPROVED LANDSCAPING.
 - 7) LOTS 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, AND LOTS 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, ARE DEED RESTRICTED LOTS AND MAY ONLY BE USED FOR OPEN SPACE PURPOSES AS SET FORTH IN THE PLANNED DEVELOPMENT RECORDING DATE OF THIS PLAT. A RECORD OF NOT LESS THAN 15 YEARS FROM THE RECORDING DATE OF THIS PLAT SHALL COUNTY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
 - 8) ANY RESUBDIVISION OF THIS PLAT SHALL CONFORM WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
 - 9) EACH BUILDING LOT SHALL HAVE AN ON-SITE VEHICLE TURNAROUND.

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WATER RESOURCES
WESTERN REGION

Page 1

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31439

WATER RIGHT NUMBER: 63-31439

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	WILLIAM C STRINGER 421 MARCUS CT MOAB, UT 84532 (801)259-8686
Original Owner	VIOLET J STRINGER 421 MARCUS CT MOAB, UT 84532 (801)259-8686
Original Owner	THOMAS M BEVAN 4202 N MARCLIFFE AVE BOISE, ID 83704 (208)323-7873
Original Owner	SUSAN K BEVAN 4202 N MARCLIFFE AVE BOISE, ID 83704 (208)323-7873
Current Owner	PACIFIC HIDE & FUR DEPOT PO BOX 849 NAMPA, ID 83651 (208)466-1673

See pg. 2 for other Rts. listed.

Priority Date: 06/08/1978

Basis: License

Status: PARENT

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.130 CFS	49.50 AF
COMMERCIAL	01/01 to 12/31	0.050 CFS	13.60 AF
	<u>Total Diversion:</u>	0.180 CFS	63.10 AF

Location of Point(s) of Diversion

GROUND WATER	NE1/4NE1/4	Sec. 12, Twp 01N, Rge 01E, B.M.
ADA County		
GROUND WATER	SE1/4NE1/4	Sec. 12, Twp 01N, Rge 01E, B.M.
ADA County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	Totals
01N	01E	12	11.0				11.0

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 63-31439

Total Acres: 11

COMMERCIAL

Twp	Rge	Sec	NE				NW				SW				SE				Totals
01N	01E	12	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
			X			X													

Conditions of Approval:

1. R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
2. T17 Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
3. 01Q After specific notification by the Department, the right holder shall measure the diversion or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
4. P22 **SPLIT RIGHT: SEE RIGHT NOS. 63-32004, 63-32005, 63-32006, 63-32007, 63-32008 AND 63-32009.**
5. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
6. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
7. Commercial use is for a fur and hide facility.
8. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
9. WB4 The total instantaneous diversion of water from all points of diversion under Right 63-31439 shall not exceed 0.18 cfs, nor total combined annual volume of 63.1 af.
10. T09 Approval of this transfer does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication.

Remarks:Comments:

1. scurtis 7/5/2002 10:41:12 AM Transferred Right
Comment: This is now an approved transfer, transfer number = 69750

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31439

Dates and Other Information:

Claim Received Date: 8/13/2002

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

State or Federal: S

Owner Name Connector: AND

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

Combined Use Limits:

Water Supply Bank: