

RECEIVED

DEC 02 2005

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of Applicant LAND ASSOCIATES, LLC Phone (208) 867-8682Post Office address PO BOX 1297 EAGLE, ID 83616

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 the reason for the proposed changes Applicant has purchased Lot 1 in Block 1 of Spiker Subdivision, together with appurtenant water rights, and seeks to divert from a well on this parcel to supply irrigation uses.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number Priority Amount (cfs/ac-ft) Nature of Use Period of Use
TBD* 9/1/1959 0.18 cfs / 45 ac-ft Irrigation 3/15 to 11/15
*portion of 63-3168A
- _____ to _____
 _____ to _____

2. Total amount of water being transferred 0.18 cubic feet per second and/or 45.0 acre-feet per annum.

3. Source of water Ground Water tributary to _____

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SE	SW	30	5N	2E	ADA	

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	2E	30												10					10

Total Acres 10

PART 1

6. General Information:

- a. Description of diversion system Well and submersible pump will supply water to irrigation system.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
_____ Yes **X** No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
No change. This parcel will continue to be irrigated, but from a different point of diversion.
- d. Remarks:
Applicant has purchased a subdivided parcel and therefore the current point of diversion, located in the SWSE of Section 30, is owned by another party. This transfer seeks authorization to divert from a well on applicant's property. Proposed water bearing zone from 100 to 200 feet. Place of use identified by Ada County Parcel R8069420010.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20_____.

For the Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right as evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 63-3168A issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☒ Warranty Deed ☐ Other _____

3. Source of water Ground Water tributary to _____

4. Date or priority September 1, 1959

5. Water is used for the following purposes:

amount 1.06 cfs for Irrigation purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 1.06 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SW	SE	30	5N	2E	ADA	

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	2E	30												40			20		60

Total Acres 60

9. Describe any other water rights used for the same purpose as described above none

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
no _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 0.18 cfs / 45 ac-ft for Irrigation purposes from 3/15 to 11/15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SW	SE	30	5N	2E	ADA	

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	2E	30												10					10

Total Acres 10

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount 0.88 cfs / 225 ac-ft for Irrigation purposes from 3/15 to 11/15
(cfs/ac-ft)
amount 0.04 cfs for Domestic purposes from 1/1 to 12/31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SW	SE	30	5N	2E	ADA	

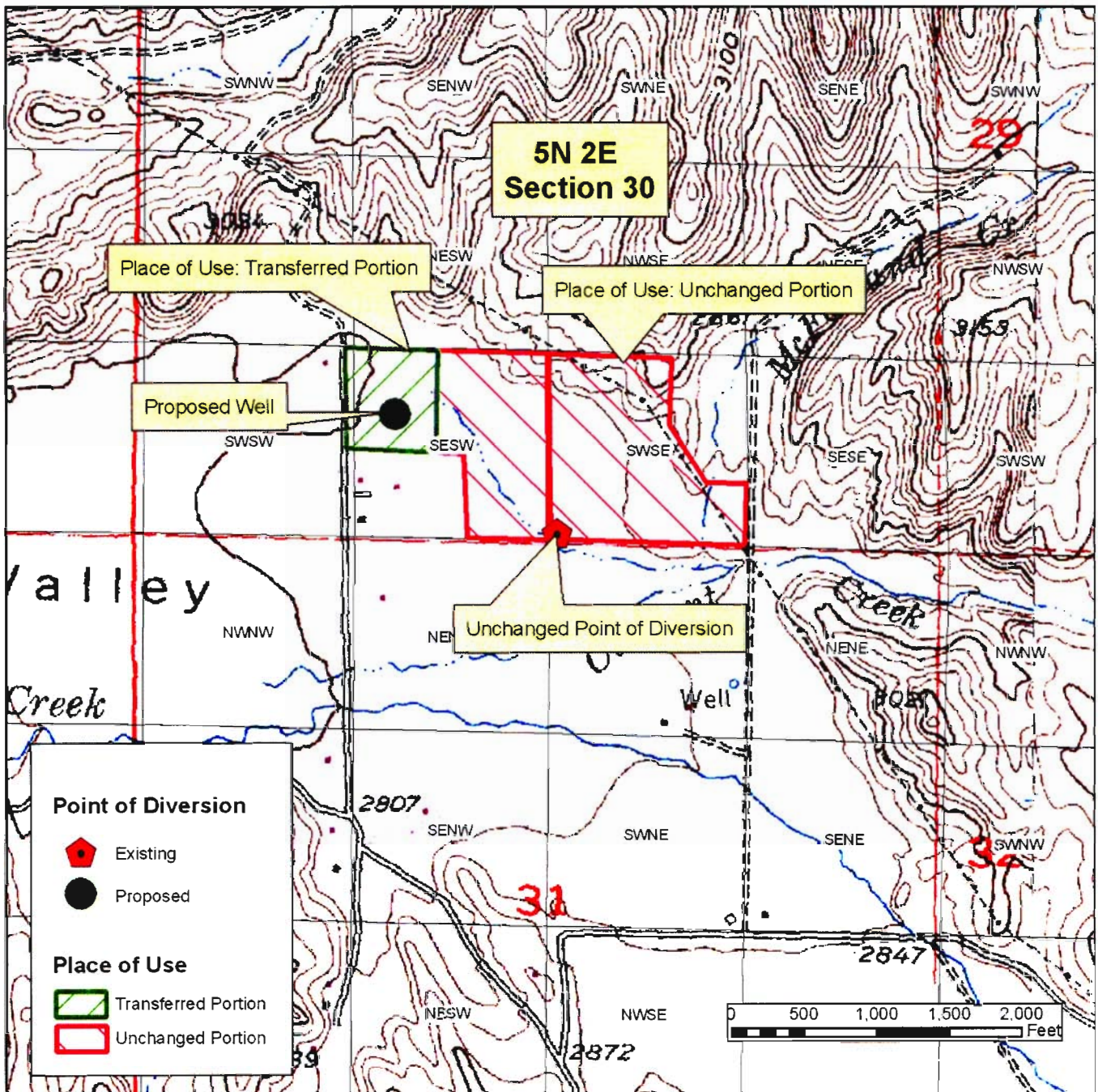
3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	2E	30												30			20		50

Total Acres 50

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for the rights described in part 1. Clearly depict the land by section, township and range number.



PART 3

B. CHANGES IN NATURE OF USE

1.

<u>New Nature of Use</u>	<u>Amount(cfs/af-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____
2. Quantity and quality of return flows and location of discharge: _____

3. Describe effects on other water uses resulting from the proposed change:

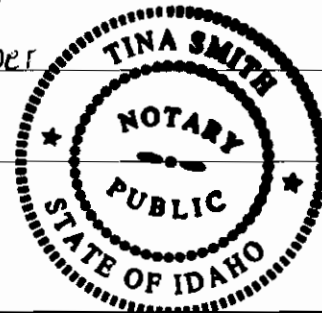
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

(Signature of Applicant)

Subscribed and sworn to before me this 14th day of November, 20 05.

(Notary Public)



My commission expires 8-10-06

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 6 attachments

Received by DB Date 12.2.05 Protest filed by _____

Prelim. Check by _____ Fee \$100-

Receipted by DB W033652 Date 12.2.05

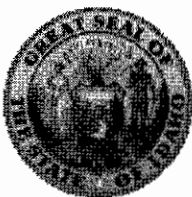
Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____



IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Yursa, Secretary of State

[[New Search](#)] [[Back to Summary](#)]
[[Get a certificate of existence for LAND ASSOCIATES LLC](#)]

LAND ASSOCIATES LLC

220 E DORSET PL
EAGLE, ID 83616

Type of Business: LIMITED LIABILITY COMPANY

Status: EXISTING 15 Feb 2005

State of Origin: IDAHO

Date of 15 Feb 2005

Origination/Authorization:

Current Registered Agent: RON WALSH
220 E DORSET PL
EAGLE, ID 83616

File Number: W36798

Date of Last Annual Report:

Amendments:

Amendment filed 15 Feb 2005 ARTICLES OF
ORGANIZATION

[View Document](#)
[Online](#)
[Download \(TIFF](#)
[format\)](#)

[Idaho Secretary of State's Main Page](#)

[State of Idaho Home Page](#)

Comments, questions or suggestions can be emailed to: sosinfo@idsos.state.id.us

Attach A

63-3168A SPLIT ANALYSIS

snk 10/27/2005

After Transfer

ACRES	% OF RT	CFS	ACRE-FT	OWNERSHIP
10	17%	0.18	45.0	Land Associates
50.0	83%	0.88	225.0	Spiker
60.0	100%	1.060	270.0	TOTAL

WATER RIGHT ELEMENTS

CFS	1.06
ACRES	60.0
ACRE-FEET	270
CFS/ACRE	0.0177
AF/ACRE	4.50

State of Idaho License and Certificate of Water Right

Water License No. G-28130

Amount 1.06 c.f.s.

Water District No.

Priority Sept. 1, 1959

THIS IS TO CERTIFY that FRANK S. and MARJORIE BATES of Boise, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated September 1, 1959; that Permit No. G-28130 was issued under said application; that Certificate of Completion of works, with a carrying capacity of 1.06 second feet, was issued thereunder on July 12, 1960, showing that said works were completed on the 30th day of October, 1959; and that on the 30th day of October, 1959,

FRANK S. and MARJORIE E. BATES

of Boise, State of Idaho, made proof to the satisfaction of the State Reclamation Engineer of Idaho, of the right to use the waters of a well, a tributary of subterranean flow, for the purpose of irrigation and domestic use under Use Permit No. G-28130 of the Department of Reclamation and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume 11 of Licenses at page 6917, on the 12th day of July, 1960;

The right hereby confirmed dates from September 1, 1959;

The Point of Diversion is located

In the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 30, Tp. 5 N., R. 2 E., B. M. Ada County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 1.06 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
5 N.	2 E.	30	SW $\frac{1}{4}$ SE $\frac{1}{4}$	40	20
			SE $\frac{1}{4}$ SW $\frac{1}{4}$	40	40
			Total number of acres to be irrigated:		60

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this

12 day of July, 1960.

/s/ GEO. N. CARTER
State Reclamation Engineer.

(SEAL)

63 3168

Attach C

589123-111



WARRANTY DEED

For Value Received GREGORY LAND & DEVELOPMENT, INC., AN IDAHO CORPORATION
AND ROGER E. SPIKER, AN UNMARRIED MAN

hereinafter referred to as Grantor, does hereby grant, bargain, sell, and convey unto

Land Associates, LLC

hereinafter referred to as Grantee, whose current address is
PO Box 1297, Eagle, Idaho 83616

the following described premises, to-wit:

Lot 1 in Block 1 of SPIKER SUBDIVISION, according to the plat thereof recorded in
Book 93 of Plats at Pages 11062 through 11063, Records of Ada County, Idaho.

TOGETHER WITH ALL WATER RIGHTS APPURTENANT TO THIS LAND.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and that Grantor will warrant and defend the same from all claims whatsoever.

DATED: September 19, 2005.

GREGORY LAND & DEVELOPMENT, INC.

by: Steven G. Gregory
Steven G. Gregory, President

Roger E. Spiker
Roger E. Spiker

STATE OF Idaho)
COUNTY OF Ada)

On this 9/19 day of September, 2005, before me, a Notary Public in and for said State, personally appeared Steven G. Gregory, known or identified to me to be the President of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

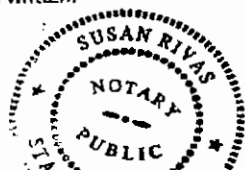
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

STATE OF Idaho)
COUNTY OF Ada)

Susan Rivas
Notary Public for the State of Idaho
Residing at: Meridian, ID Boise, ID
My Commission Expires: 09-26-08 01/18/06

On this 9/19 day of September, 2005, before me, a Notary Public in and for said State, personally appeared known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

ROGER SPIKER
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Susan Rivas
Notary Public for the State of Idaho
Residing at: Boise, ID
My Commission Expires: 01-18-06

First American Title Company of Idaho

ATTACHED

Page 2 of 5: RE-24 Purchase and Sale Agreement for Vacant Land

PROPERTY ADDRESS: TBD BROKEN HORN RD. ID#: LS051205

6. "NOT APPLICABLE DEFINED:" The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

7. **INSPECTION:** BUYER chooses ☐ to have inspection; ☒ not to have inspection. If BUYER chooses not to have inspection skip this Section 7. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within _____ business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. 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. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, 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 items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 0 business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.

3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 0 business days that they will not continue with the transaction and will receive their Earnest Money back.

4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.

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.

BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A. **SIZE:** Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)
- B. **LINES AND BOUNDARIES:** Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- C. **ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the property, BUYER's intended use of the property, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- D. **UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
- E. **UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the property does have the following utilities, improvements, services and other rights available (describe availability): 1/6TH WATER RIGHTS
- F. **HAZARDOUS MATERIALS:** The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. No representations, either expressed or implied, have been or will be made with respect to the existence or non-existence of such materials on the property. BUYERS who are concerned about the presence of such materials should have the property inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the property that are not contained in this Agreement or in any disclosure statements.
- G. **TAX LIABILITY:** The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

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:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 10 business day(s) from receipt of the commitment or not less 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 commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the condition of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within _____ business day(s) 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.

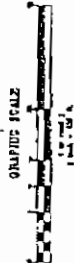
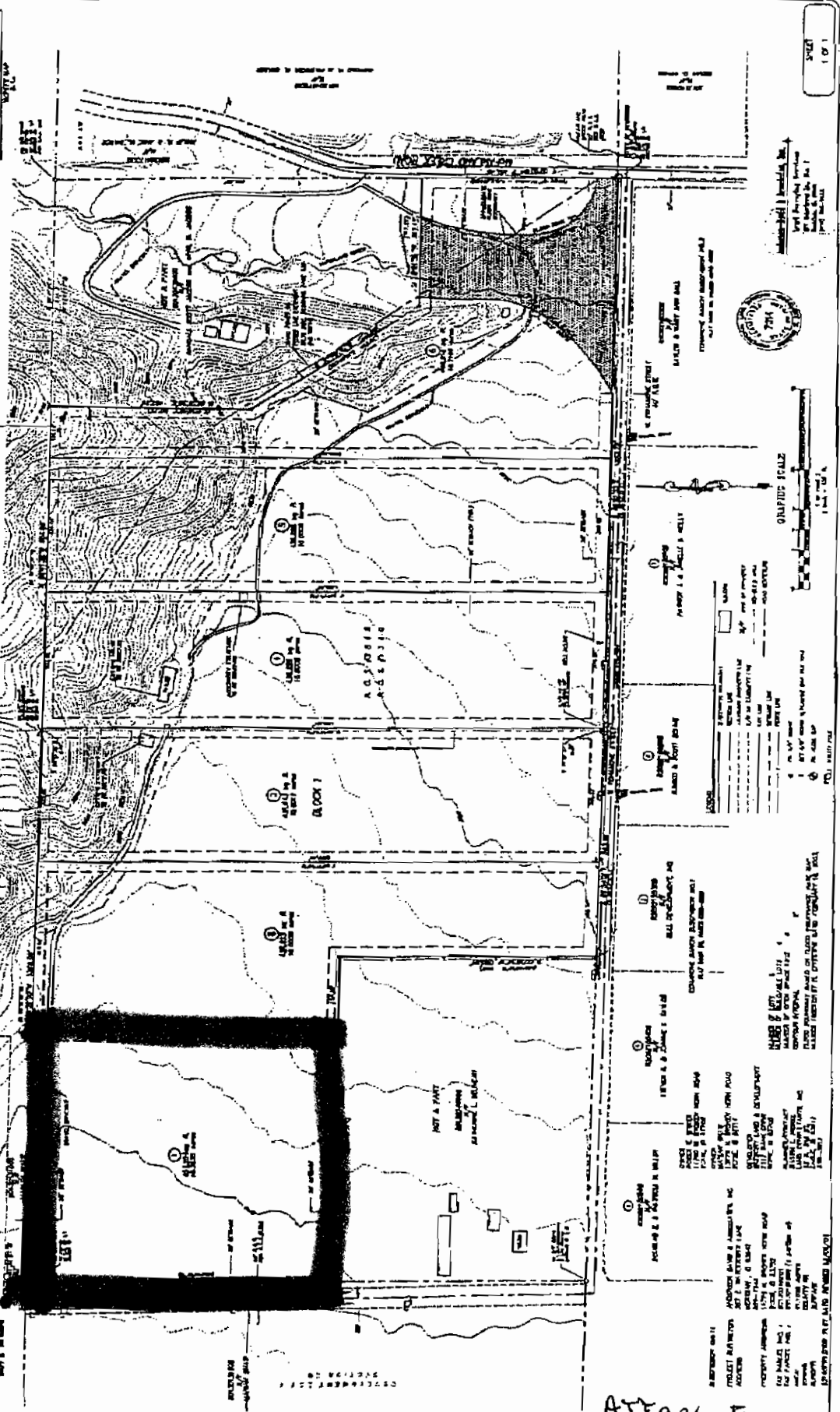
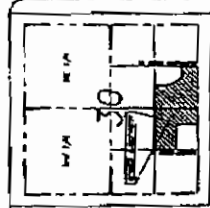
BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 2 of 5 PAGES
BUYER'S Initials (JS) Date 5-12-05 SELLER'S Initials (JS) Date _____

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Attach: D-2

SPIKER SUBDIVISION - PRELIMINARY PLAT

A PORTION OF THE SECTION OF CONVEYMENT LOT 4, OF SECTION 30
SE 1/4, SW 1/4 AND THE SW 1/4, SE 1/4, TOWNSHIP 8 NORTH, RANGE 2 EAST, BOISE MERIDIAN
ADA COUNTY, IDAHO
2003



Legend	Description
1	1/4 Section
2	1/2 Section
3	3/4 Section
4	Section
5	1/4 Section
6	1/2 Section
7	3/4 Section
8	Section
9	1/4 Section
10	1/2 Section
11	3/4 Section
12	Section

Attach E

05/31/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-3168A

NAME AND ADDRESS: PATSY R SPIKER
14780 BROKEN HORN RD
BOISE ID 83703

ROGER E SPIKER
14780 BROKEN HORN RD
BOISE ID 83703

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.060 CFS
270.00 AFY

The quantity of water under this right for domestic use shall not exceed
13,000 gallons per day.

PRIORITY DATE: 09/01/1959

POINT OF DIVERSION:
T05N R02E S30 SWSWSE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	1.060 CFS 270.00 AFY
DOMESTIC	01/01 12/31	0.040 CFS

Domestic use is for 1 home.

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 AND A PRIORITY DATE EARLIER THAN THE
DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

PLACE OF USE: IRRIGATION Within ADA County

T05N R02E S30 SESW 30.0 T05N R02E S30 SWSE 30.0

DOMESTIC Within ADA County

T05N R02E S30 SESW

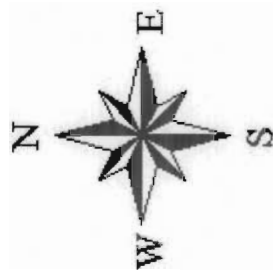
60 ACRES TOTAL

Attach F-1

IDAHO DEPARTMENT OF WATER RESOURCES

Claim: 63-3168A
Date Prepared: 10-14-03
Prepared By: Gene Gibson

T05N, R02E
S30



Point of Diversion

Place of use

Section

1/4 1/4



1987 NAPP

0 0.07 0.14 0.21 0.28 0.35 0.42 Miles

ATTACH F-2