

NOV 03 2005

WATER RESOURCES
WESTERN REGIONPage 1 of 8

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Transfer No. 74006

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant

Ral P. dnc + Cheryl P. dnc208 440-1244

Post Office address

2988 So Crocker St Boise Idaho 83705Phone 888-621-9899

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

We are splitting 240 acres into 7 lots and leave approx 1/4 the water rights unchanged

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

1. Right Number 61-11965 Priority 12-16-1975 Amount (cfs/ac-ft) .4 CFS Nature of Use irrigation Period of Use 3/15 to 11/15
- 6/15/07
2. Total amount of water being transferred .4 CFS cubic feet per second and/or 90 acre-feet per annum.
3. Source of water well-ground water tributary to N/A
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
5	SE 1/4	SE 1/4	SE 1/4	23	25	4E	Elmore	

5. Lands irrigated or place of use: See Attached legal description for parcel 5

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
25	4E	23													40			39	20 79

20 Acres within 79 acre permissible place of use

Total acres 20 79

PART 1**6. General Information:**

- a. Description of diversion system Domestic well
- 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:
1/4 of the land will be irrigated and 3/4 will be dry land
- d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____

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 evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 61-11965 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 a 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 12-16-1975

5. Water is used for the following purpose:

amount 2.12 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)

6. Total amount of water under right 2.120 cubic feet per second and/or 477 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	NW 1/4	SE 1/4	SE 1/4	23	25	4E	S/mol	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
25	4E	23													26.5	26.5	26.5	26.5	106

Total acres 106

9. Describe any other water rights used for the same purpose as described above _____

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 .4 CFS 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	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	E 1/2	SE 1/4		23	25	4E	E/moel	

3. Lands irrigated or place of use: See Attached legal Description for Parcel 5

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
25	4E	23																	20

Total acres _____

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

1. amount 1.32 CFS 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	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	NE 1/4	SE 1/4	SE 1/4	23	25	4E	E/moel	

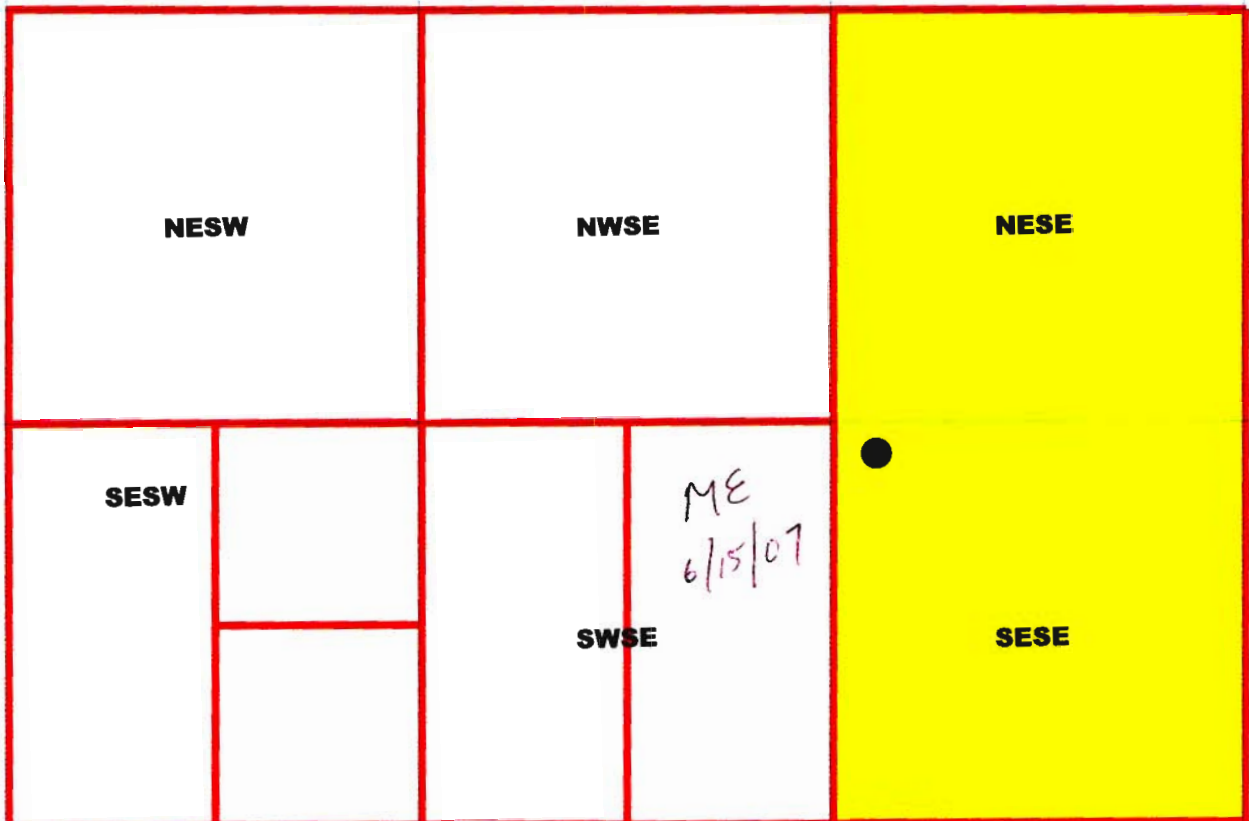
3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
23	25	4E																	66

Total acres 66

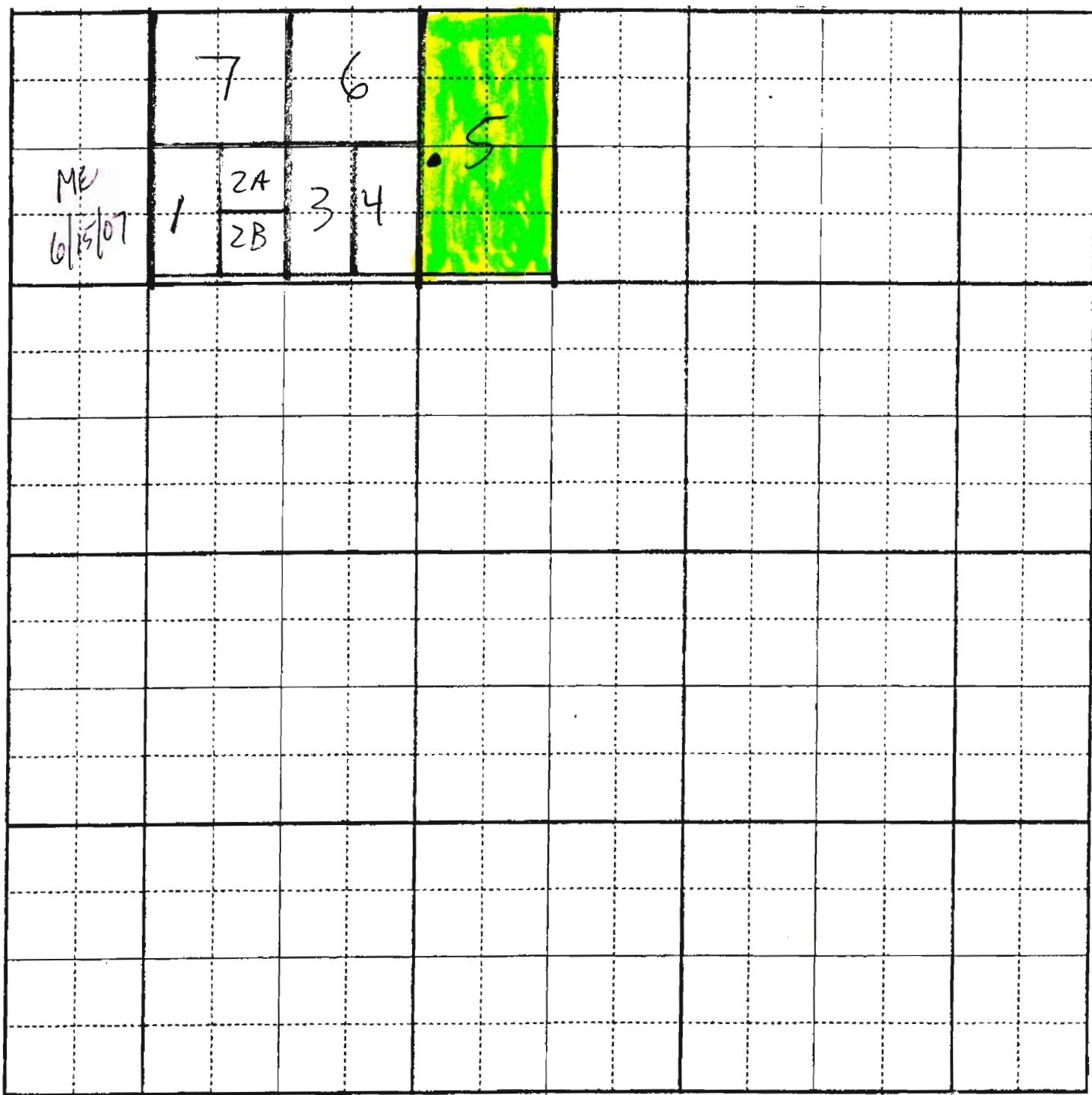
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T2S R4E S23



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION 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 rights described in part 1. Clearly depict the land by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

RECEIVED

JUL 31 2007

WATER RESOURCES
WESTERN REGION

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Transfer No. _____

PART 3

B. CHANGES IN NATURE OF USE

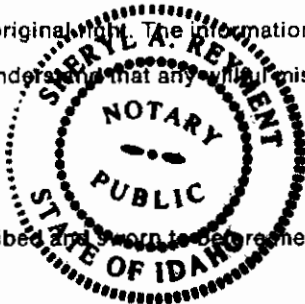
1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				to
				to

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]

Cheryl Remy
(Signature of Applicant)

Subscribed and sworn to before me this 26th day of July, 192007

[Signature]
(Notary Public)

My commission expires 12-27-11

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by _____ Date _____ Protest filed by _____

Prelim. check by _____ Fee _____

Receipted by _____ Date _____

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

PART 3**B. CHANGES IN NATURE OF USE**

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
	<u>none</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:

none

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.

Patricia L. Greenman
(Signature of Applicant)

Subscribed and sworn to before me this 31st day of November, 18 2005

David Webb
(Notary Public)

My commission expires 4/20/2011

DAVID WEBB
Notary Public
State of Idaho

FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 4 attachments

Received by _____ Date 11-3-2005 Protest filed by _____

Prelim. check by OAN Fee \$250⁰⁰ WD35707

Received by OAN Date 8-3-07

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____



Colleen Marks, L.S. 7045 • 6405 Ustick Road • Boise, Idaho 83704
Phone: (208) 378-7703 • Fax: (208) 378-7759 • Email: marksls@velocitus.net

PARCEL 5

A parcel of land being a portion of the E1/2 SE1/4 of Section 23, T.2S., R.4E., Boise Meridian, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at a found 5/8" iron pin marking the Section Corner common to Sections 22, 23, 26, and 27, T.2S., R.4E., Boise Meridian, Elmore County, Idaho, said pin bears S.00°16'54"W. 2640.46 feet from a set 5/8" iron pin marking the W1/4 Corner of said Section 23; thence S.89°50'45"E. 3964.86 feet along the south boundary of said Section 23 and the centerline of Harper Road to a set 5/8" iron pin marking the E1/16 Corner common to said Sections 23 and 26; thence N.00°10'48"E. 30.00 feet along the west boundary of the said E1/2 SE1/4 of Section 23 to a point lying along the northerly right of way of said Harper Road, said point bears S.00°10'48"W. 20.00 feet from a set 1/2" iron pin, said point also marking the REAL POINT OF BEGINNING;

thence continuing, N.00°10'48"E. 2605.00 feet along the west boundary of the said E1/2 SE1/4 of Section 23 to a set 5/8" iron pin marking the E1/16 Corner of said Section 23;

thence S.89°46'01"E. 1320.07 feet along the north boundary of the said E1/2 SE1/4 of Section 23 to a set 5/8" iron pin marking the E1/4 Corner of said Section 23;

thence S.00°08'46"W. 2603.20 feet along the east boundary of said Section 23 to a point lying along the said northerly right of way of Harper Road, said point bears S.00°08'46"W. 20.00 feet from a set 1/2" iron pin;

thence N.89°50'45"W. 1321.60 feet along the said northerly right of way of Harper Road to the point of beginning, containing 78.96 acres, more or less.

SUBJECT TO:

Any easements or rights of way of record or in use.

ATTACHMENT A



Colleen Marks

FROM :

FAX NO. :

Nov. 17 2005 05:45PM P2

Parcel 5

RE: 2nd Purchase and Sale Agreement for Vacant Land Page 2 of 8 JULY 2003 EDITION

PROPERTY ADDRESS: Parcel 5 N. Harper Rd Mtn Home ID#: 91053554

\$ 125,000 D. ADDITIONAL FINANCIAL TERMS:

☒ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

\$ 14,000

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balance of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balance of said loan(s) at closing of escrow shall be adjusted in ☒ Cash ☐ Other:

4. OTHER TERMS AND/OR CONDITIONS: Buyer to have 30 days after acceptance to complete his due diligence on the property. If Buyers can use the property to their satisfaction closing will occur with the balance of \$15,000 down payment.

Seller agrees to carry \$125,000.00 at 7 1/2 interest for 120 days after closing. If Buyer needs some Seller financing at that time, Seller will carry balance with an additional \$27,000 down for 5 years at 7 1/2 amortized for 20 years.

5. "NOT APPLICABLE DEFINED:" The letters "N/A," "NA," "Y.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 this agreement or transaction herein.

6. INSPECTION: 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:

- 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.)
- 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.)
- 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, use, 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.
- UTILITIES AND SERVICE: Availability, scope, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
- UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the property does have the following utilities, improvements, services and other rights available (describe availability): Power, 20 inches of water rights, telephone ← Here
- 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. 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.
- 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.

BUYER chooses ☐ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip the remainder of section 6. 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 _____ 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.

X BUYER'S Initials (ME) Date 11-17-05 SELLER'S Initials (ME) Date 11-19-05

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BUYER VACANT LAND PURCHASE AND SALE AGREEMENT PAGE 2 OF 8 JULY 2003 EDITION

ATTACHMENT C

05-1289

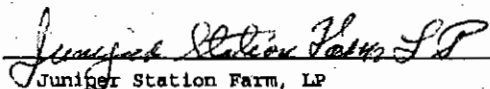
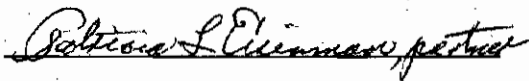
**THIS DEED REPLACES INSTRUMENT NUMBER 372118
WARRANTY DEED**FOR VALUE RECEIVED
Juniper Station Farm, LPGRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Rob Prindle and Cheryl Prindle, husband and wifeGRANTEE(S), whose current address is: 445 E. Clear Creek Dr. Meridian, ID 83642
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

(See Attached)

Together with 20 inches of water rights from 61-11965

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever, except those of record.

Dated: August 1, 2007


Juniper Station Farm, LP
Patricia L. Eisenman, partner

STATE OF Idaho

COUNTY OF Elmore

On this 2nd day of August
in the year 2007, before me a Notary Public, personally
appeared Patricia L. Eisenman
known or identified to me to be one of the partners in the limited
partnership of Juniper Station Farm LP
and the partner or one of the partners who subscribed said limited
partnership, came to the foregoing instrument, and acknowledged
that she/they executed the same in said limited

Instrument # 389917
Elmore County, Idaho
02:59pm Aug. 03, 2007
For: GUARANTY TITLE INC
No. of Pages: 2 Fee: \$6.00
MARSA GRIMMETT, Recorder
Deputy, DLE



Signature: Sheryl A. Eisenman
Residing at: 1111 Home
Comm. Exp: 12-27-11

ATTACHMENT D-1

CASE NO.: 05-1289

LEGAL DESCRIPTION

A parcel of land being a portion of the E1/2SE1/4 of Section 23, T.2S., R.4E., Boise Meridian, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at a found 5/8" iron pin marking the Section Corner common to Sections 22, 23, 26 and 27, T.2S., R.4E., Boise Meridian, Elmore County, Idaho, said pins bears S.00°16'54"W. 2640.46 feet from a set 5/8" iron pin marking the W1/4 Corner of said Section 23; thence S.89°50'45"E. 3964.86 feet along the south boundary of said Section 23 and the centerline of Harper Road to a set 5/8" iron pin marking the E1/16 Corner common to said Sections 23 and 26; thence N.00°10'48"E. 30.00 feet along the west boundary of the said E1/2SE1/4 of Section 23 to a point lying along the northerly right of way of said Harper Road; said point bears S.00°10'48"W. 20.00 feet from a set 1/2" iron pin, said point also marking the REAL POINT OF BEGINNING;

thence continuing, N.00°10'48"E. 2605.00 feet along the west boundary of the said E1/2SE1/4 of Section 23 to a set 5/8" iron pin marking the E1/16 Corner of said Section 23;

thence S.89°46'01"E. 1320.07 feet along the north boundary of the said E1/2SE1/4 of Section 23 to a set 5/8" iron pin marking the E1/4 Corner of said Section 23;

thence S.00°08'46"W. 2603.20 feet along the east boundary of said Section 23 to a point lying along the said northerly right of way of Harper Road, said point bears S.00°08'46"W. 20.00 feet from a set 1/2" iron pin;

thence N.89°50'45"W. 1321.60 feet along the said northerly right of way of Harper Road to the POINT OF BEGINNING.

SUBJECT TO:

Any easement or right of way of record or in use.

ATTACHMENT D - 2