

RECEIVED

Form 1-222
12-92

(Internet)

NOV 03 2005

WATER RESOURCES
WESTERN REGION
STATE OF IDAHO

Page 1 of 2

DEPARTMENT OF WATER RESOURCES

Transfer No. 74002

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Kevin Reade and Jennifer Reade 405 7/19/07
Eisenmann Family Trust 208-863-0409
Post Office address 2988 So Owyhee Boise, ID 83706 Phone 888-621-9897
PO Box 170123 Boise, ID 83717

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 of the water rights w/ each parcel

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
<u>61-11965</u>	<u>12-16-1975</u>	<u>0.05 CFS</u>	<u>Irrigation</u>	_____ to _____
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

2. Total amount of water being transferred 0.05 CFS cubic feet per second and/or 11.25 acre-feet per annum.

3. Source of water ground water tributary to WRA

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
<u>2A</u>	<u>E 1/2</u>	<u>SE 1/4</u>	<u>SW 1/4</u>	<u>23</u>	<u>25</u>	<u>4E</u>	<u>E/more</u>	

5. Lands irrigated or place of use: See attached legal description for parcel 2A

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
25	4E	23											9.8					2.5 9.8	

2.5 Acres within the 9.8 acre permissible use

Total acres 2.5 9.8

ME
6/15/07

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 & 3/4 will be dry land

d. Remarks:
There is ONE well servicing Lot 2A & 2B.

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 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)

6. Total amount of water under right 2.12 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	E/mole	

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 .05/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
2A	E 1/2	SE 1/4	SW 1/4	23	25	4E	E/more	

3. Lands irrigated or place of use: See attachment for parcel 2A

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																	2.5

Total acres _____

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

1. amount 1.97/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	SW 1/4	23	25	4E	E/more	

3. Lands irrigated or place of use: See attachment for Lot 2A

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																	98.5

Total acres 96

40/90/4 888

CINDI ATWOOD LOT 7 40 AC		PAUL T BROOKS LOT 6 39 AC		ROB & CHERYL PRINDLE LOT 5 79 AC
JAMIE R & TIMMERY L PEREZ LOT 1 19.6 AC	JENNIFER & KEVIN READE LOT 2A 9.8 AC	SUNCREST PROPERTIES LLC LOT 3 19.5 AC	TED R FRISBEE JR LOT 4 19.5 AC	
	ROY & RITA GALVREAITH LOT 2B 9.8 AC			

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.

The map shows a grid of land sections. The top row contains sections 7, 6, and 5. The second row contains sections 1, 2A, 3, and 4. Section 2A is highlighted in green and contains a black dot. To the left of section 1, there is handwritten text: 'ME' and '6/15/07'. Below section 2A, there is handwritten text: '2B'.

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

Page 2 of 8

Transfer No. _____

PART 3

B. CHANGES IN NATURE OF USE

1	<u>New Nature of Use</u>	<u>Amount (cfs/ac-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]
(Signature of Applicant)

Subscribed and sworn to before me this 5TH day of JULY, 2007

MY COMMISSION EXPIRES
December 7, 2012

BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

[Signature]
(Notary Public)

DONNA ALDRICH
Notary Public
State of Idaho

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	<u>New Nature of Use</u>	<u>Amount (cfs/ac-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
	<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. Evenson

(Signature of Applicant)

Subscribed and sworn to before me this 3rd day of November, 2005David Webb

(Notary Public)

My commission expires 4/29/2011

DAVID WEBB
Notary Public
State of Idaho

FOR DEPARTMENT USE ONLYTransfer contains 8 pages and 4 attachments

Received by _____ Date _____ Protest filed by _____

Prelim. check by DAN Fee \$100.00 W035707Received by DAN 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: marksis@velocitus.net

PARCEL 2A

A parcel of land being a portion of the E1/2 SE1/4 SW1/4 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 found 5/8" iron pin marking the W1/4 Corner of said Section 23; thence S.89°50'45"E. 1982.43 feet along the south boundary of the said SW1/4 of Section 23 and the centerline of Harper Road to a found 1/2" iron pin, said pin bears N.89°50'45"W. 660.81 feet from a found 5/8" iron pin marking the S1/4 Corner of said Section 23, said pin also marking the SW Corner of the said E1/2 SE1/4 SW1/4 of Section 23; thence N.00°13'51"E. 674.44 feet along the west boundary of the said E1/2 SE1/4 SW1/4 of Section 23 to a set 1/2" iron pin, said pin also marking the REAL POINT OF BEGINNING;

thence continuing, N.00°13'51"E. 644.43 feet along the said west boundary of the E1/2 SE1/4 SW1/4 of Section 23 to a found 1/2" iron pin marking the NW Corner of the said E1/2 SE1/4 SW1/4 of Section 23;

thence S.89°48'23"E. 660.42 feet along the north boundary of the said E1/2 SE1/4 SW1/4 of Section 23 to a found 5/8" iron pin marking the S1/16 Corner of said Section 23;

thence S.00°12'50"W. 644.21 feet along the east boundary of the said E1/2 SE1/4 SW1/4 of Section 23 to a set 1/2" iron pin;

thence N.89°49'34"W. 660.61 feet to the point of beginning, containing 9.77 acres, more or less.

SUBJECT TO AND/OR TOGETHER WITH:

A 30-foot wide ingress, egress, utility and drainage easement, said easement being centered over the west boundary of the SW1/4 SE1/4 of Section 23, T.2S., R.4E., Boise Meridian, Elmore County, Idaho said easement being more particularly described as follows:

ATTACHMENT A - 1



Colleen Marks, L.S. 7045 • 6405 Ustick Road • Boise, Idaho 83704

Phone: (208) 378-7703 • Fax: (208) 378-7759 • Email: marksis@velocitus.net

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. 2643.24 feet along the south boundary of the SW1/4 of Section 23 and the centerline of Harper Road to a set 5/8" iron pin marking the S1/4 Corner of said Section 23; thence N.00°12'50"E. 30.00 feet along the west boundary of the said SW1/4 SE1/4 of Section 23 to a point lying along the northerly right of way of said Harper Road, said point bears S.00°12'50"W. 20.00 feet from a set 1/2" iron pin, said point also marking the REAL POINT OF BEGINNING;

thence N.89°50'45"W. 15.00 feet along the said northerly right of way of Harper Road to a point;

thence N.00°12'50"E. 1288.42 feet to a point lying along the north line of the SE1/4 of the said SW1/4 of Section 23;

thence S.89°48'23"E. 30.00 feet along the north boundary of the said SE1/4 SW1/4 and the north boundary of the said SW1/4 SE1/4 of Section 23 to a point;

thence S.00°12'50"W. 1288.40 feet to a point lying along the said northerly right of way of Harper Road;

thence N.89°50'45"W. 15.00 feet along the said northerly right of way of Harper Road to the point of beginning, containing 0.88 acres, more or less.

ALSO SUBJECT TO:

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

ATTACHMENT A - 2



Colleen Marks

SURVEY SKETCH FOR

JUNIPER STATION

PARCELS OF LAND LYING IN SECT
1, 2S, 14E, BOISE MERIDIAN
ELMORE COUNTY, IDAHO
2005

CERTIFICATE OF SURVEY

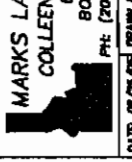
THIS IS TO CERTIFY THAT I, COLLEEN MARKS, BEING
SURVEYOR IN THE STATE OF IDAHO, HEREBY ATTEST
ACCURATE REPRESENTATION OF SURVEY AS MADE BY
CONFORMITY WITH THE CORNER PERPETUATION AND
CODE 55-1801 THROUGH 55-1813.

Colleen Marks
COLLEEN MARKS, L.S. 7048

LEGEND

- PROPERTY BOUNDARY
- 30' WIDE HIGHWAY AND UTILITY E
- FOUND
- SET 1/2" IRON
- WITNESS CORNER
- W/CLAP MARK
- CALL POINT
- DATA OF RECORD

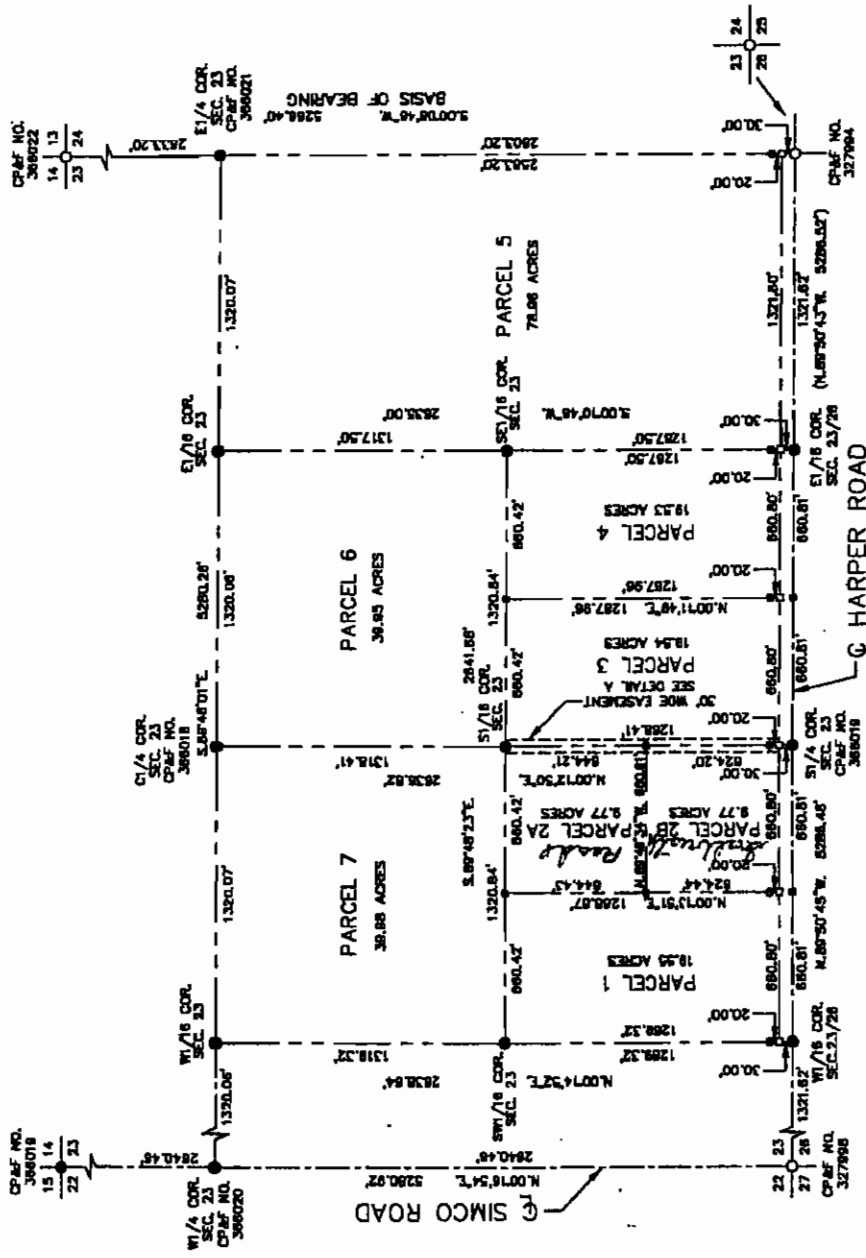
INDEX No. 2.



SCALE IN FEET
0 200 400 800

NOTE:

REFERENCE IS MADE TO THE FOLLOWING:
RECORDS OF SURVEY INSTRUMENT NO. 301888, 328880,
348881 AND 348872, RECORDS OF ELMORE COUNTY,
IDAHO, AND ALL BLM NOTES AND PLATE READING SECTION
23, 1, 2S, 14E, BOISE MERIDIAN.



ATTACHMENT B

Parcel 2

PROPERTY ADDRESS: Old Ward Farm N. Cinder Rd

ID#: 94410212

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 N/A 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 N/A 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): Power to property & 5 inches of irrigation water out of Buyers well.
- 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 5 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 5 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 3 PAGES
BUYER'S initials (RLK) Date 7-9-05 SELLER'S initials (MCY) Date 7-11-05

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals who are members of the National Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

ATTACHMENT C

JLV

RECEIVED
SEP 19 2006
WATER RESOURCES
WESTERN REGION

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
61-7283	61-7283	A PD			
61-7283	61-7283	B PD			

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 usually attached to your deed or on file with the county).

OR

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 **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) Juniper Station Farm, LP
2099 S. Owyhee Boise, ID 83705
4. New Owner/Claimant(s) Kevin Reade and Jennifer Reade
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 3079 N. Hearth Ave 7782 W. Garbasta Dr.
- City, State and ZIP Code Meridian, ID 83642 Boise ID 83709
- New Telephone Number (208) 387-2464 PO Box 170123
5. Date you acquired the property 10/07/05 Boise, ID 83717

RECEIVED

JUL 09 2007

WATER RESOURCES
WESTERN REGION

ATTACHMENT D - 1

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in Item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>61-7283</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>2 1/2 = .05 cfs</u>	<u>10 acres 2 1/2</u>
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	<u>2 1/2 = .05 cfs</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	_____	

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

My Name
James Deane

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.

For Office Use Only
 Received by A. Gagnon Date 9-19-06 Fee \$25 - (only paid \$25)
 Received by A. Gagnon Date 9-19-06 Receipt No. W034698
 Processed by AJ Date _____ WR _____ Date _____

ATTACHMENT D-2

WARRANTY DEED

Instrument # 370112
 Elmore County, Idaho
 04:14pm Oct. 07, 2005
 For: GUARANTY TITLE INC
 No. of Pages: 3 Fee: \$9.00
 GAIL L. BEST, Recorder
 Deputy: DLE

FOR VALUE RECEIVED
 Juniper Station Farm, LP

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
 Kevin Reade and Jennifer Reade, husband and wife

GRANTEE(S), whose current address is: 3079 N Hearth Ave. Meridian, ID 83642
 the following described real property in Elmore County, State of Idaho,
 more particularly described as follows, to wit:

(See Attached)

2 1/2 inches of water rights to go with parcel

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: October 7, 2005

Juniper Station Farm LP
 Juniper Station Farm, LP

by Patricia L. Eisenman
General Partner

STATE OF IDAHO)
 COUNTY OF ELMORE)

On this 7th day of OCTOBER
 in the year 2005, before me a Notary Public, personally
 appeared PATRICIA L. EISENMAN
 known or identified to me to be one of the partners in the limited
 liability partnership of JUNIPER STATION FARM LP
 and the partner or one of the partners who subscribed said limited
 liability partnership name to the foregoing instrument, and
 acknowledged to me that he/she/they executed the same in said
 limited liability partnership name.

Signature: Marie Borchert
 Residing at: _____
 Comm. Exp: _____
 Residing at Mountain Home, Idaho
 My Commission Expires 05-18-11



ATTACHMENT D-3

LEGAL DESCRIPTION

A parcel of land being a portion of the E1/2SE1/4SW1/4 of Section 23, Township 2 South, Range 4 East, 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, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho, said pin bears South 00°16'54" West 2640.46 feet from a found 5/8" iron pin marking the W1/4 Corner of said Section 23;
thence South 89°50'45" East 1982.43 feet along the south boundary of the said SW1/4 of Section 23 and the centerline of Harper Road to a found 1/2" iron pin, said pin bears North 89°50'45" West 660.81 feet from a found 5/8" iron pin marking the S1/4 Corner of said Section 23, said pin also marking the SW Corner of the said E1/2SE1/4SW1/4 of Section 23;
thence North 00°13'51" East 674.44 feet along the west boundary of the said E1/2SE1/4SW1/4 of Section 23 to a set 1/2" iron pin, said pin also marking the Real Point of Beginning;

thence continuing North 00°13'51" East 644.43 feet along the said west boundary of the E1/2SE1/4SW1/4 of Section 23 to a found 1/2" iron pin marking the NW Corner of the said E1/2SE1/4SW1/4 of Section 23;

thence South 89°48'23" East 660.42 feet along the north boundary of the said E1/2SE1/4SW1/4 of Section 23 to a found 5/8" iron pin marking the S1/16 Corner of said Section 23;

thence South 00°12'50" West 644.21 feet along the East boundary of the said E1/2SE1/4SW1/4 of Section 23 to a set 1/2" iron pin;

thence North 89°49'34" West 660.61 feet to the Point of Beginning

SUBJECT TO AND/OR TOGETHER WITH

A 30-foot wide ingress, egress, utility and drainage easement, said easement being centered over the west boundary of the SW1/4SE1/4 of Section 23, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho said easement 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, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho, said pin bears South 00°16'54" West 2640.46 feet from a set 5/8" iron pin marking the W1/4 Corner of said Section 23;
thence South 89°50'45" East 2643.24 feet along the south boundary of the SW1/4 of Section 23 and the centerline of Harper

(See Attached)

LEGAL DESCRIPTION

Road to a set 5/8" iron pin marking the S1/4 Corner of said Section 23;

thence North 00°12'50" East 30.00 feet along the west boundary of the said SW1/4SE1/4 of Section 23 to a point lying along the northerly right of way of said Harper Road, said point bears South 00°12'50" West 20.00 feet from a set 1/2" iron pin, said point also marking the Real Point of Beginning;

thence North 89°50'45" West 15.00 feet along the said northerly right of way of Harper Road to a point;

thence North 00°12'50" East 1288.42 feet to a point lying along the north line of the SE1/4 of the said SW1/4 of Section 23;

thence South 89°48'23" East 30.00 feet along the north boundary of the said SE1/4SW1/4 and the north boundary of the said SW1/4SE1/4 of Section 23 to a point;

thence South 00°12'50" West 1288.40 feet to a point lying along the said northerly right of way of Harper Road;

thence North 89°50'45" West 15.00 feet along the said northerly right of way of Harper Road to the Point of Beginning.

ALSO SUBJECT TO:

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

