

Post Office address P.O. Box 11, KUNA ID 03634

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 _____

RECEIVED

JUL 25 2005

DEPARTMENT OF
WATER RESOURCES

2. Describe the reason for the proposed changes TO SEPARATE STATEMENT PROPERTIES USE
FROM THAT OF THE H.O.A

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 |
|-----------------|----------|--------------------|---------------|---------------|
| 63-16474 | 5/5/87 | .26 | IRRIGATION | 3/15 to 11/15 |
| 63-31482 | 4/22/54 | 168 | IRRIGATION | 3/15 to 11/15 |
| | | | | to |
| | | | | to |

2. Total amount of water being transferred 0.94 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Ground tributary to _____
4. Point(s) of Diversion _____

[illegible]

5. Lands irrigated or place of use:

[illegible]

SCANNED
AUG 08 2007

RECEIVED

JUL 27 2005

Total Acres 46.85

Transfer No. 73708

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of Applicant DIANSKIN RIDGE H.O.A Phone 289-0843

Post Office address P.O. Box 11, KUNA ID 03634

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

RECEIVED

JUL 25 2035

DEPARTMENT OF
WATER RESOURCES

2. Describe the reason for the proposed changes TO SEPARATE STATISTICAL PROPERTIES USE
FROM THAT OF THE H.O.A

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
63-16474	5/5/87	.26	IRRIGATION	3/15 to 11/15
63-31482	4/22/54	.68	IRRIGATION	3/15 to 11/15
				to
				to

2. Total amount of water being transferred .94 cubic feet per second and/or _____ acre-feet per annum.

3. Source of water GROUND tributary to _____

4. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use:

[illegible]

RECEIVED

JUL 27 2005

WATER RESOURCES
WESTERN REGION

Total Acres 46.85

PART 1

6. General Information:

- a. Description of diversion system NEW WELL TO SERVE SUBDIVISION
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
_____ Yes ☒ 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:
NONE
- 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 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)

RECEIVED
JUL 25
DEPARTMENT OF
WATER RESOURCES

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. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. PEUDING 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 WELL SPRING AGREEMENT

3. Source of water GROUND tributary to _____

4. Date or priority _____

5. Water is used for the following purposes:

amount 94 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 94 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
	SW	NW	NE	11	2.N	1.W	ADA	

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2.N	1.W	11					37.35	15	3.1	11.4									

Total Acres 66.85

9. Describe any other water rights used for the same purpose as described above NONE OR BASE/KUNA
IRRIGATION DISTRICT

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 1.94 CFS for IRRIGATED 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
	SW	NW	NE	11	2-N	1-W	ADA	

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2-N	1-W	11					37.3	15	3.1	11.6									

Total Acres 66.85**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount 1.82 CFS for IRRIGATED 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
	SW	NW	NE	11	2-N	1-W	ADA	

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2-N	1-W	11					18	36.9	26.6	10									

Total Acres 91.5

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 the rights described in part 1. Clearly depict the land by section, township and range number.

The grid is a 10x10 square grid. In the center, the word "SAR" is handwritten. Below it, the words "ATTACHED" are handwritten. On the right side of the grid, there is a circular stamp that reads "JUL 11 1961" and "IDAHO DEPT. OF WATER RESOURCES".

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

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], VICE-PRESIDENT, DYNESIN RIDGE H.O.A.
(Signature of Applicant)

Subscribed and sworn to before me this 27 day of May, 2005.

Anne M. Moe
(Notary Public)

My commission expires March 24, 2011

FOR DEPARTMENT USE ONLY

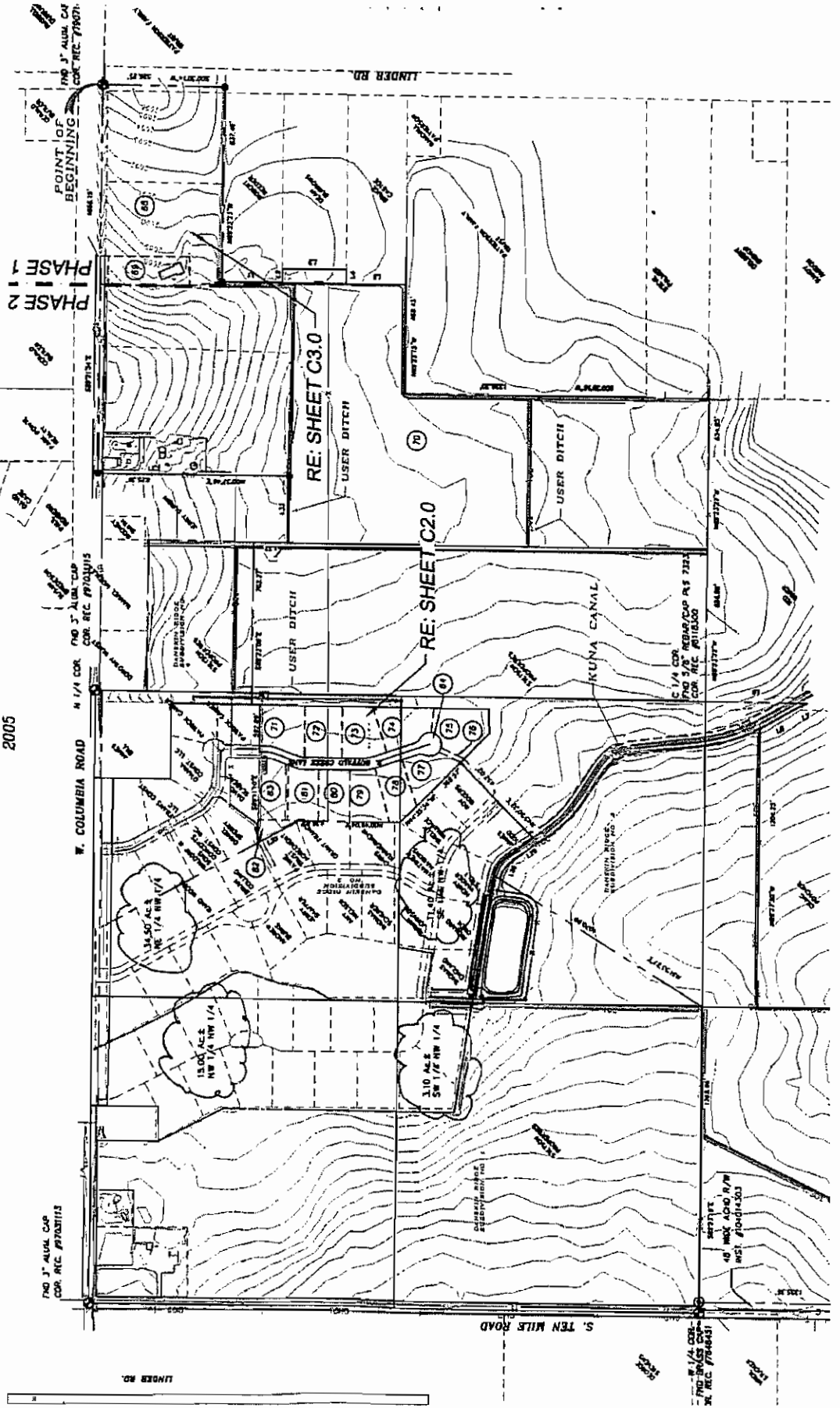
Transfer contains <u>7</u> pages and <u>1</u> attachments	
Received by _____	Date _____ Protest filed by _____
Prelim. Check by <u>SC</u>	Fee _____
Received by <u>M</u>	Date <u>7-25-05</u> # <u>C078673</u>
Published in _____	Copies of protest forwarded by _____
Pub. Dates _____	Hearing held by _____ Date _____
Watermaster recommendations requested on _____	Recommended for ☐ approval ☐ denial
_____ received _____	by _____

Copy of transfer sent to lien holder _____

DANSKIN RIDGE DEVELOPMENT LLC
DANSKIN SUBDIVISION NO. 6

A PARCEL OF LAND ALL LOCATED IN SECTION 11 T.2N., R.1W., B.M.,
ADA COUNTY, IDAHO
2005

TE



ORIGINAL

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 05/26/04 03:56 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Jones Gledhill
AMOUNT 45.00

15



104065417

WELL SHARING AGREEMENT

Attachment A

ORIGINAL

WELL SHARING AGREEMENT

This Well Sharing Agreement is made on _____, 2004, by and between DANSKIN RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC., an Idaho non-profit corporation (the "Association") and STETSON PROPERTIES, LP, an Idaho limited partnership ("Stetson").

WHEREAS, Stetson and its affiliate, Danskin Ridge Development, LLC, is the developer of a residential subdivision located in Ada County, Idaho, known as Danskin Ridge Subdivision, as more particularly described in Exhibit A attached hereto (the "Subdivision"); and

WHEREAS, Stetson is the owner of certain other real property located in Ada County, Idaho, more particularly described in Exhibit B attached hereto (the "Stetson Property"), which real property is presently used for agricultural purposes, but may in the future be developed for residential or other uses; and

WHEREAS, the Association is a non-profit corporation, the members of which are lot owners in the Subdivision; and

WHEREAS, as part of the development of the Subdivision, Stetson has constructed a pressurized irrigation system to provide a source of irrigation water to the building lots and common areas located in the Subdivision (the "Irrigation System"), to be owned and operated by the Association; and

WHEREAS, the water supply for the Irrigation System is derived from two sources: the Boise-Kuna Irrigation District (the "District") through the Kuna Canal and a well located on the Stetson Property, as more particularly described in Exhibit C attached hereto (the "Well"); and

WHEREAS, the water rights appurtenant to the Subdivision and the Stetson Property have been or will be allocated in accordance with the requirements of applicable law, the Association's ground water rights derived from the Well being presently identified as Idaho

Department of Water Resources Permit Nos. 63-31482 and 63-10474 (the "Ground Water Right"); and

WHEREAS, the parties desire to make an agreement for the sharing of the Well in order to provide a supply of irrigation water to the Association's Irrigation System on an "as needed" basis.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **Delivery of Ground Water.** Subject to the conditions set forth hereinbelow, Stetson shall, at the request of the Association, deliver ground water to the Irrigation System, at the point herein described below, from the Well, provided that the following conditions shall first have been satisfied:

A. No irrigation water is then available for delivery to the Association's Irrigation System from the District pursuant to the Association's water shares in said District; and

B. The president of the Association, or his designee (the identity of whom has previously been disclosed in writing to Stetson), shall make a written request for the delivery of such irrigation water, stating the date delivery is requested (which date shall be no earlier than two weeks after the date of delivery of such notice) and stating the amount of irrigation water requested, expressed as a rate and/or volume (which amount shall be no greater than the amount permitted under the Association's Ground Water Right); and

C. There shall then be water available for delivery to the Association pursuant to the Association's Ground Water Right, the full amount of which not having previously been exhausted.

2. **Option to Deliver Surface Water.** In lieu of the delivery of ground water pursuant to the Association's proper request therefore as provided in paragraph 1, above, Stetson

may, at its option, elect to deliver to the Association any surface water from the Kuna Canal which is then available to Stetson for delivery to the Association provided the following conditions have been or can be satisfied:

A. Delivery of surface water can be made when and in the amount requested by the Association; and

B. Approval for the delivery of surface water to the Association has been approved by the District.

In the event Stetson exercises its option to deliver surface water in lieu of ground water, Stetson shall be permitted to cease delivery of surface water and replace the same with ground water at any time and for any reason in its sole discretion.

3. **Point of Delivery.** For purposes of this Agreement, Stetson shall have complied with its obligation to deliver irrigation water to the Association when Stetson shall cause such water to be diverted into the Association's irrigation ditch in the location depicted on Exhibit D attached hereto. The Association shall, thereafter and from that location, be responsible for the proper delivery of such irrigation water to and through its Irrigation System.

4. **Construction and Maintenance of Measuring Device.** In furtherance of Stetson's obligations set forth herein and in order to provide a mechanism to determine the amount of water delivered to the Association hereunder, Stetson shall construct and maintain a suitable and appropriate measuring device at the point of delivery described hereinabove. Upon reasonable advance notice thereof delivered to Stetson, the president of the Association or his designee (as identified pursuant to paragraph 1(B), above), shall be entitled to inspect said measuring device to determine that it is functioning properly.

5. **Maintenance of Well.** Stetson shall, at its own cost and expense, without contribution from the Association (except as provided herein below), be responsible for the

operation, maintenance and repair of the Well and any pumps and related equipment, including the measuring device described hereinabove.

6. **Payment by Association.** In consideration for Stetson's obligations as set forth hereinabove, the Association shall pay to Stetson, within thirty (30) days of delivery of a statement or invoice therefore (to be delivered to the Association within a reasonable time after the end of each irrigation season), that dollar amount which is equal to the Association's pro rata share of the assessments levied by the District during that irrigation season for irrigation water delivered by the District, based upon the proportion of water delivered to the Association as it bears to the total amount of water for which the Stetson Property is assessed. The dollar amount of the Association's obligation shall be based upon the assessments levied by the District, whether Stetson elects to deliver surface water or ground water and notwithstanding that Stetson's actual costs therefore shall differ therefrom. In the event the Association shall fail to pay the amounts due Stetson as and when required, Stetson may refuse to deliver irrigation water to the Association pursuant to this Agreement until such time as payment in full has been made. Any amounts not paid by the Association when and as due shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until paid.

7. **Reimbursement of 2003 Irrigation Assessment.** Within ten (10) days of execution hereof by the parties, the Association shall pay to Stetson the sum of \$1,233.39 as and for reimbursement of the Association's share of the assessment levied by the District for the 2003 irrigation season.

8. **Use of Well.** It is understood and agreed between the parties that the Well provides irrigation water for the Stetson Property, which such property Stetson may elect to continue in its use as agricultural land or which Stetson may elect to develop into residential building lots or for some other uses as may be allowed by applicable law. Nothing contained in this Agreement shall be construed to limit or prohibit Stetson's right to use the Well to supply

irrigation water for any such purpose or purposes, provided that the Association's right to receive the delivery of irrigation water therefrom shall be preserved.

9. **Conveyance/Substitution of Well.** Stetson shall have the right to convey, without warranty, the well and all pumps and related equipment to the Association, together with any rights necessary to provide a reasonable means of access thereto (whether by easement or otherwise), at no cost to the Association, at any time, and the Association shall be obligated to accept the same as and when so conveyed. Stetson shall be obligated to so convey the Well and pump and related equipment to the Association in the event the Stetson Property is developed as residential building lots and annexed into the Subdivision as provided in the Declaration of Covenants, Conditions and Restrictions for Danskin Ridge Subdivision, as amended. Upon any such conveyance, Stetson shall have no further right, title or interest in the Well, pump and related equipment and Stetson's obligations under this Agreement, including but not limited to the obligation to deliver irrigation water and maintain the Well, shall then terminate.

Either party shall have the right to construct a new well and pump, to be owned by the Association (and cause the transfer of the Association's water rights thereto), which said new well and pump shall be substituted for the well and pump described herein, whereupon all parties' rights and obligations under this Agreement shall then terminate.

10. **No Liability for Temporary Interruptions in Delivery of Irrigation Water.** Stetson shall have no liability to the Association or any of its members for any temporary interruptions in the delivery of irrigation water provided: (a) any such temporary interruption shall not be caused by the willful misconduct of Stetson or its agents or employees; and (b) any necessary repairs are made in a reasonably prompt time and manner.

11. **Notices.** All notices, approvals, consents, requests and demands to be given pursuant to this Agreement shall be deemed to have been given or made upon (a) personal

delivery; or (b) three (3) days after deposit in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

Stetson Properties, LLP
6152 West Half Moon Lane
Eagle, Idaho 83616

Danskin Ridge Homeowners Association, Inc.
Rodney Jones
8428 S. Danskin Lane
Meridian, Idaho 83642

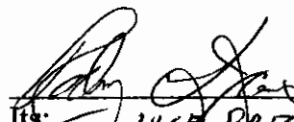
12. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties hereto. No party hereto or their successors or assigns shall have any liability or obligation hereunder which may accrue after that party has deeded of record its interests in any of the real property identified herein to a third party.

13. **Recording; Covenant Running with the Land.** This Agreement shall be recorded and the covenants contained herein shall run with the land.

14. **Amendment.** This Agreement may only be amended by an agreement in writing executed by the parties hereto or their successors.

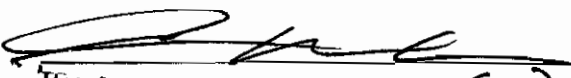
DANSKIN RIDGE HOMEOWNERS
ASSOCIATION, INC.

By:


Its: VICE PRESIDENT

STETSON PROPERTIES, LP

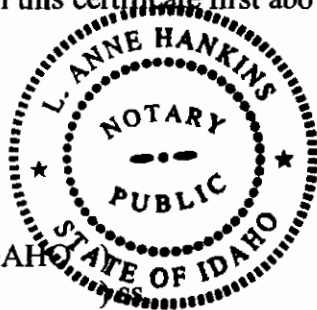
By:


Its: AUTHORIZED MEMBER OF STETSON PROPERTIES, LLC,
GENERAL PARTNER

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of May, 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared ROD JONES, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument as the president of Danskin Ridge Homeowners Association, Inc., a corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation.

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



L. Anne Hankins
Notary Public for Idaho

Residing at: Kuna, Idaho

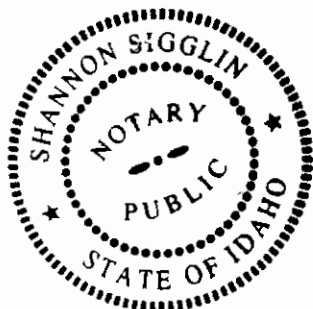
Commission expires: 2-27-2006

STATE OF IDAHO)

County of Ada)

On this 26th day of APRIL, 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared TIM ECK, known or identified to me to be the persons whose name is subscribed to the within and foregoing instrument as the general manager of the limited liability company and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said limited liability company.

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



Shannon Sigglin
Notary Public for Idaho

Residing at: BOISE ID

Commission expires: 8/11/2009

EXHIBIT A

LEGAL DESCRIPTION OF

DANSKIN RIDGE SUBDIVISION NOS. 1, 2 & 3

A parcel of property located in Ada County, Idaho, more particularly described as:
Danskin Ridge Subdivision No. 1 as recorded in the records of Ada County, Idaho at Book
80 Pages 8623-25, recorded as Instrument No. 10004956 on or about May 26, 2000.

Said Parcel includes that real property located in Ada County, Idaho, described as Danskin
Ridge Subdivision No. 2, according to the official plat thereof recorded on March 26, 2002,
as Instrument No. 102035211 in Book 83 of Plats at pages 9208-9210, records of Ada
County and Danskin Ridge Subdivision No. 3, according to the official plat thereof recorded
on March 27, 2002, as Instrument No. 102035557 in Book 83 of plats at pages 9220-9222,
records of Ada County, Idaho.

Parcel includes a piece of property described as beginning at a point common to Sections 2,
3, 10, and 11, Township 2 North, Range 1 West, Boise Meridian; thence East 700 feet to the
REAL POINT OF BEGINNING; thence south 290.4 feet to a point; thence East 150 feet to
a point; thence North 290.4 feet to a point; thence West 150 feet to the POINT OF
BEGINNING. Conveyed and transferred to by Warranty Deed on October 19, 1999 and
recorded under instrument number 99104382 on October 25, 1999.

EXHIBIT B

LEGAL DESCRIPTION OF STETSON OWNED PROPERTIES

The following are Stetson owned properties subject to the terms and conditions of the Well Sharing Agreement:

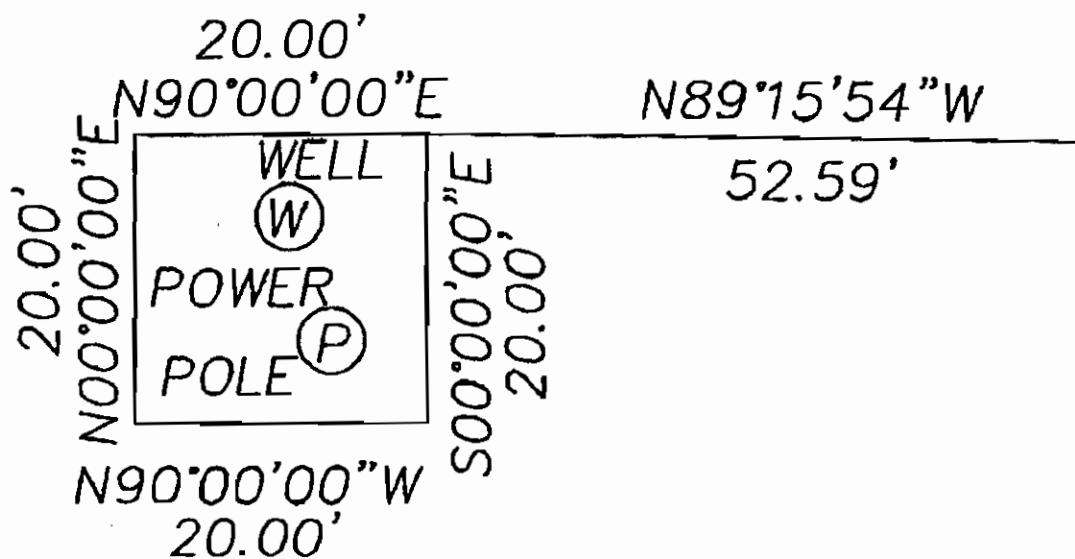
Lot 22, Block 1, Danskin #1
Lot 26, Block 1, Danskin #2
Lot 50, Block 1, Danskin #3
Lot 52, Block 1, Danskin #2

EXHIBIT C

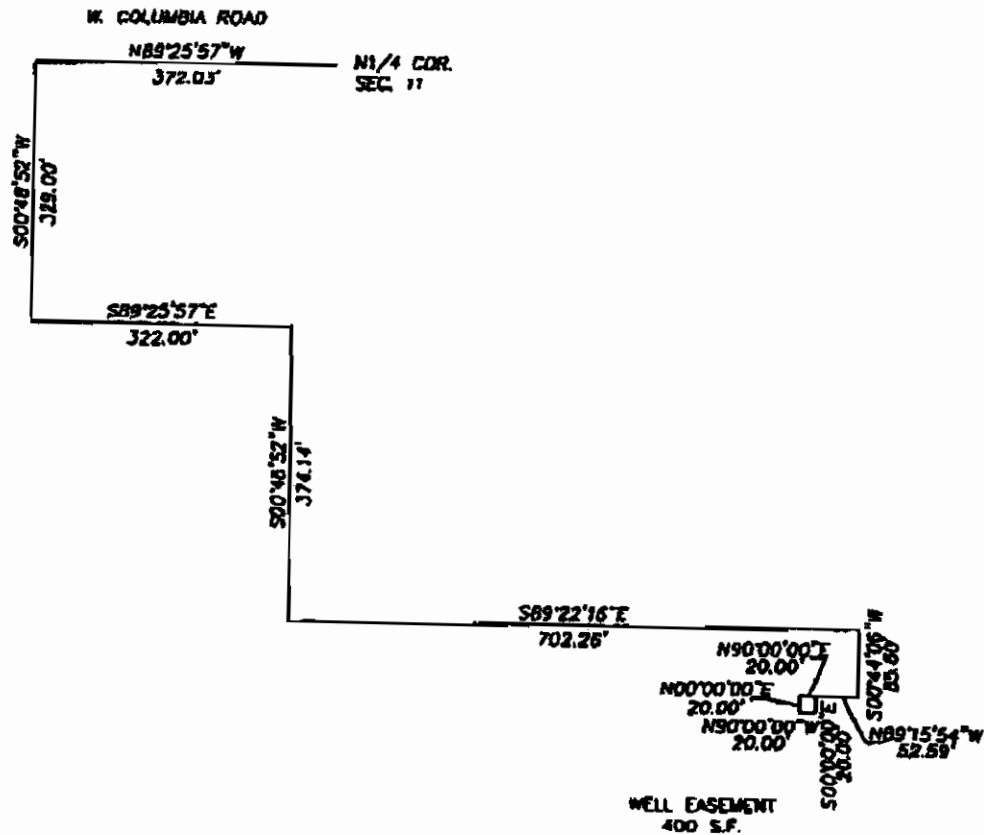
LOCATION OF WELL

(See Attached)

DANSKIN RIDGE SUBDIVISION NO. 5 WELL EASEMENT



DANSKIN RIDGE SUBDIVISION NO. 5 WELL EASEMENT



WH PACIFIC
 8100 S. Owyhee Street
 Boise, Idaho 83708
 (208) 545-4400

PLANNING • ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE

PARCEL DESCRIPTION

March 10, 2004

PROJECT:

WELL EASEMENT LOT 2, BLOCK 1,
DANSKIN RIDGE SUBDIVISION NO. 3

A parcel of land located in the northwest 1/4 of the northeast 1/4 of Section 11, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the 3" brass cap marking the northwest corner of said northwest 1/4 of the northeast 1/4 (north 1/4 corner) of Section 11;

Thence North 89°25'57" West coincident with the north line of the northwest 1/4 of said Section 11 a distance of 372.00 feet to a 5/8" rebar;

Thence South 00°48'52" West, 329.00 feet to a 5/8" rebar/cap PLS 4431;

Thence South 89°25'57" East parallel with the north line of said northwest 1/4 of Section 11 a distance of 322.00 feet to a 5/8" rebar/cap PLS 4431;

Thence South 00°48'52" West, 374.14 feet to a 5/8" rebar/no cap;

Thence South 89°22'16" East, 702.26 feet to a 5/8" rebar/cap PLS 4431;

Thence South 00°44'06" West, 85.60 feet;

Thence North 89°15'54" West, 52.59 feet to the POINT OF BEGINNING;

Thence South, 20.00 feet;

Thence West, 20.00 feet;

Thence North, 20.00 feet;

Thence East, 20.00 feet to the POINT OF BEGINNING.

The parcel above described contains 400 square feet more or less.

Together with and subject to covenants, easements, and restrictions of record.

Basis of Bearings is South 89°25'57" East between the 3" brass cap marking the northwest corner of Section 11 and the 3" brass cap marking the north 1/4 corner of Section 11 both in Township 2 North, Range 1 West, B.M.

David S. Short Jr., P.L.S.
End of Description

David S. Short Jr.



3/11/2004

License No. 5461

EXHIBIT D

POINT OF DELIVERY OF IRRIGATION WATER TO THE ASSOCIATION

The Point of Delivery is more particularly described as that point of convergence of Lot 21 and Lot 23 and the northern boundary of Lot 22 in Danskin Ridge Subdivision Nos. 1 and 2, Ada County, State of Idaho