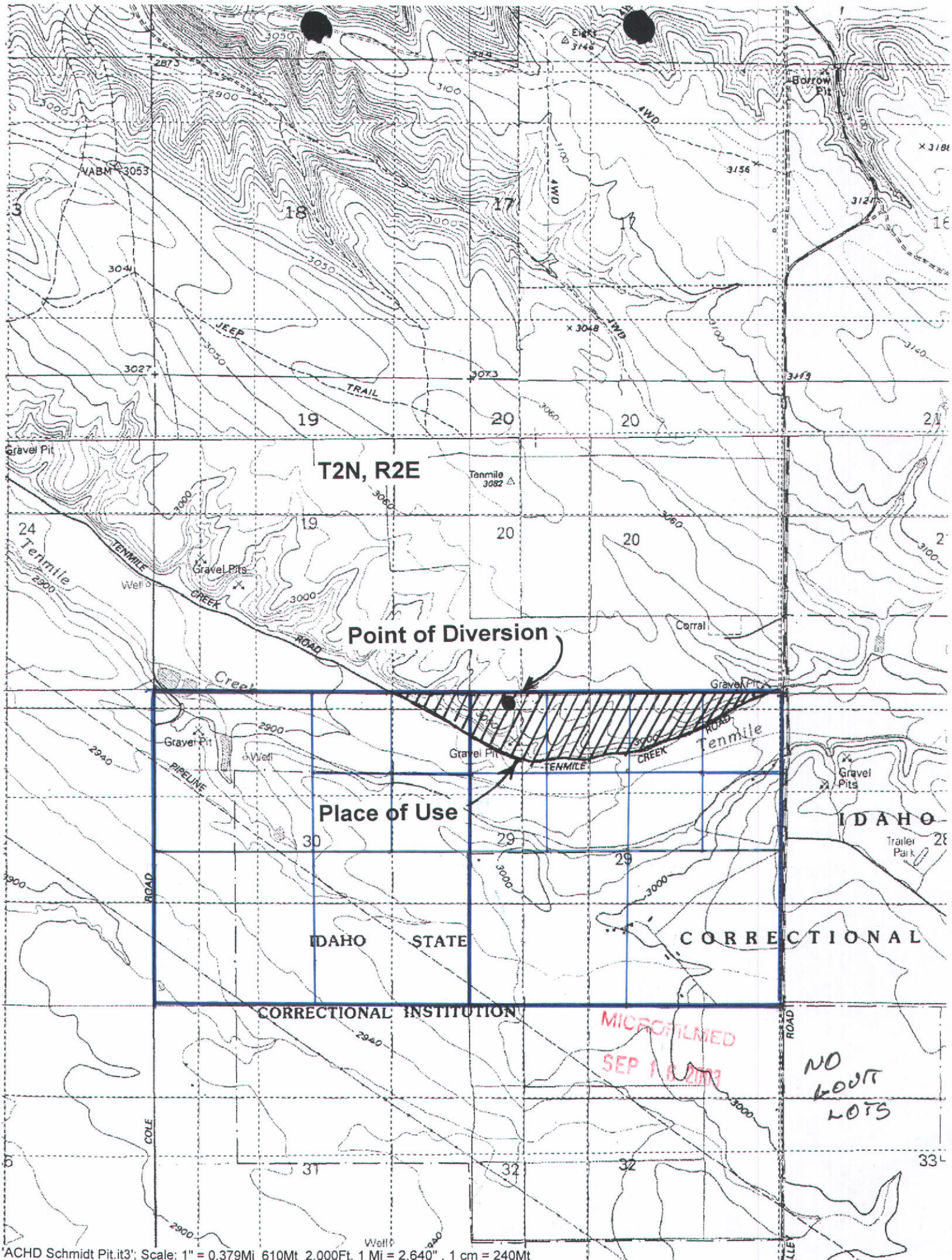




T2N, R2E

Point of Diversion

Place of Use

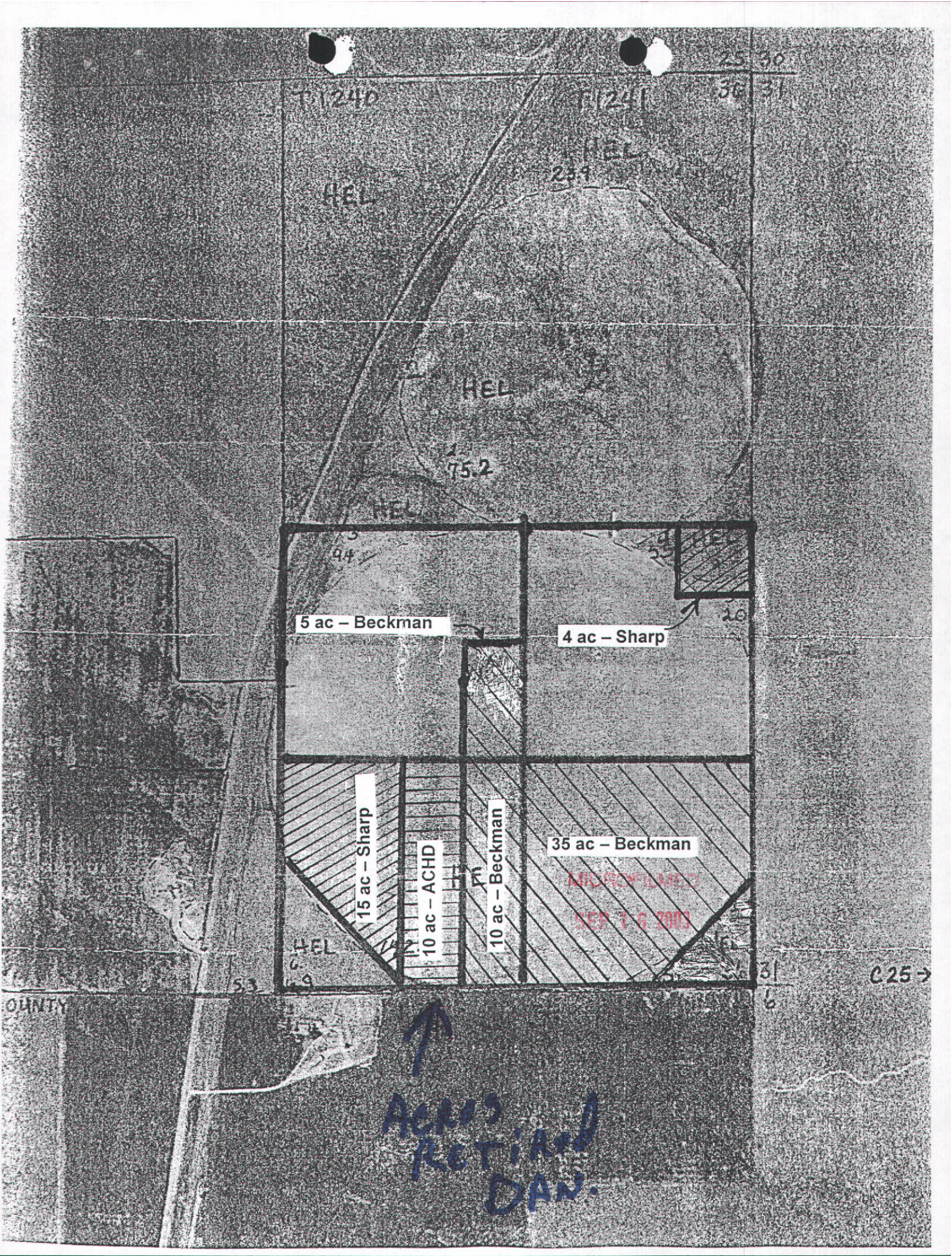
IDAHO STATE

CORRECTIONAL

CORRECTIONAL INSTITUTION

MICROFILMED
SEP 16 2003

NO
ROUT
LOTS



5 ac - Beckman

4 ac - Sharp

15 ac - Sharp

10 ac - ACHD

10 ac - Beckman

35 ac - Beckman

SEP 16 2003

Across
RETIRED
DAN.

COUNTY

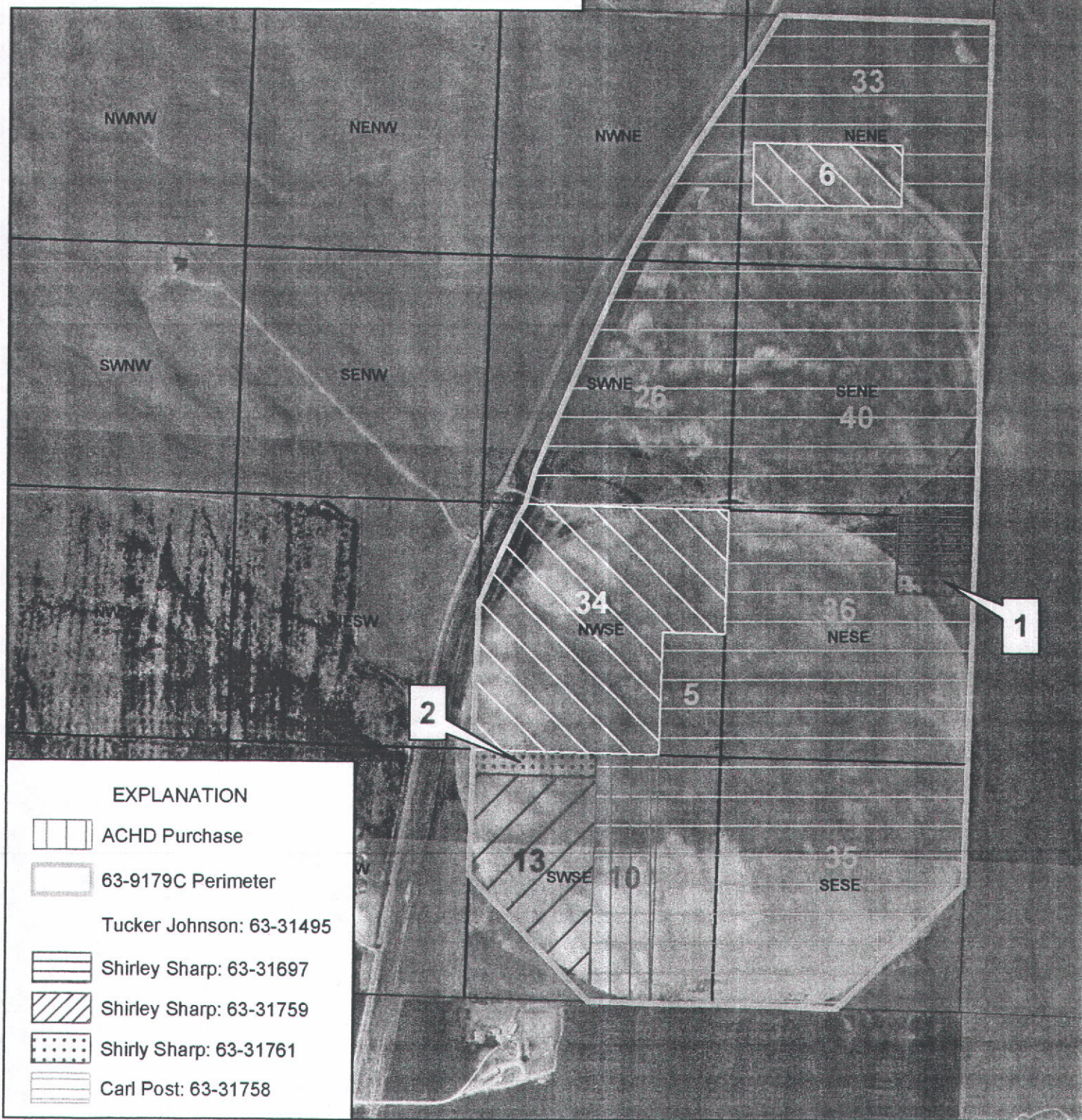
C25

Figure 1: Ada County Highway District Water Right Purchase From Carl Post.	
0 750 1,500 Feet 	
Projection System: IDTM	Scanlan Engineering 600 E. River Park Lane Suite 105 Boise, ID 83706 (208) 383-4140
Data Sources: USGS, IDWR, BLM, SE	
Date: September 30, 2003	



Scanlan Engineering
600 E. River Park Lane
Suite 105
Boise, ID 83706
(208) 383-4140

Date: September 30, 2003



An aerial photograph of a landscape, possibly a coastal or wetland area. A large, irregularly shaped area in the center is filled with a yellow hatched pattern. Below this area, there are several red markings, including a large, irregular red shape and a smaller red shape. A small, dark, rectangular structure is visible on the right side. The background is a mix of blue and green, suggesting water and vegetation. The image is overlaid with a grid of thin blue lines.

WORKFLOW SHAPE CREATED
BY DAN NELSON

MICROFILMED
SEP 16 2003

State of Idaho
Department of Water Resources
Permit to Appropriate Water

NO. 63-31688

Priority: February 07, 2003

Maximum Diversion Rate: 0.50 CFS
Maximum Diversion Volume: 35.0 AF

This is to certify, that COUNTY OF ADA
HIGHWAY DISTRICT
318 E 37TH ST
GARDEN CITY ID 83714-6499

has applied for a permit to appropriate water from:

Source: GROUND WATER

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
INDUSTRIAL	01/01 to 12/31	0.50 CFS	35.0 AF

LOCATION OF POINT OF DIVERSION:

GROUND WATER NW¼NW¼ Sec. 29, Twp 02N, Rge 02E, B.M., ADA County

PLACE OF USE: INDUSTRIAL

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N 02E 29	X	X			X	X											
02N 02E 30	X																

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before **September 01, 2008**.
2. Subject to all prior water rights.
3. Water bearing zone to be appropriated is from 350 to 600 feet.
4. Prior to diverting water under this right, the right holder shall mitigate for the consumption of water under this right by notifying the Department that the right holder has acquired and permanently abandoned the right to divert 0.16 cfs and 45.0 afa for the irrigation of ten acres under Water Right 63-09179A (claimed under 63-31758 in the SRBA). The right holder shall notify the Department by submitting a Notice of Change of Water Right Ownership for the portion of Water Right 63-09179A (Claim 63-31758) to be abandoned and by submitting a notarized affidavit attesting to the permanent abandonment of that portion of Water Right 63-09179A (Claim 63-31758).
5. Industrial use is for gravel washing and dust control at a gravel pit operation.
6. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

MICROFILMED

SEP 18 2003

State of Idaho
Department of Water Resources
Permit to Appropriate Water

NO. 63-31688

7. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
8. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
9. Prior to the diversion and use of water under this approval, the right holder shall comply with applicable water quality standards of the Department of Environmental Quality.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the signature of the Director, affixed at Boise, this 10th day of September, 20 03.


for, KARL J DREHER, Director

MICRO. FILE
SEP 16 2003

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

RECEIVED

SEP - 3 2003

Department of Water Resources

1. Name of Applicant Ada County Highway District, Attn: Errol Morgan 208-387-6320
Mailing address 318 East 37th Street, Garden City, ID 83714-6499
2. Source of water supply ground water which is a tributary of NA
3. Location of point of diversion is Township 2N Range 2E Sec. 29 in the 1/4
NW 1/4, NW 1/4, Govt. Lot Ada County;

additional points of diversion if any: _____

4. Water will be used for the following purposes:

- Amount 0.50/35.0 for industrial purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated is (a) 0.50 and/or (b) 35.0
cubic feet per second acre feet per annum

6. Proposed diverting works:

- a. Describe type and size of devices used to divert water from the source well with electric pump

- b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet

- c. Proposed well diameter is 10 inches; proposed depth of well is 600 feet

- d. Is ground water with a temperature of greater than 85°F being sought? no

- e. If well is already drilled, when? _____; Drilling firm _____

Well was drilled for (well owner) _____; Drilling Permit No. _____

7. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year)

8. Description of proposed uses (if irrigation only, go to item 9):

- a. Hydropower; show total feet of head and proposed capacity in KW. _____
- b. Stockwatering; list number and kind of livestock. _____
- c. Municipal; show name of municipality. _____
- d. Domestic; show number of households. _____
- e. Other; describe fully. industrial use is for gravel washing and dust control at a gravel pit operation

AMENDED

ONLY FRONT Page Amended

Dan 3-3-2003

9. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of the use (example: *D* for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	2E	29	I	I			I	I											
		30	I																

Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. none

11. a. Who owns the property at the point of diversion? applicant

b. Who owns the land to be irrigated or place of use? applicant

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

12. Remarks: Water-bearing zone to be appropriated is 350 to 600 feet. See attached mitigation plan.

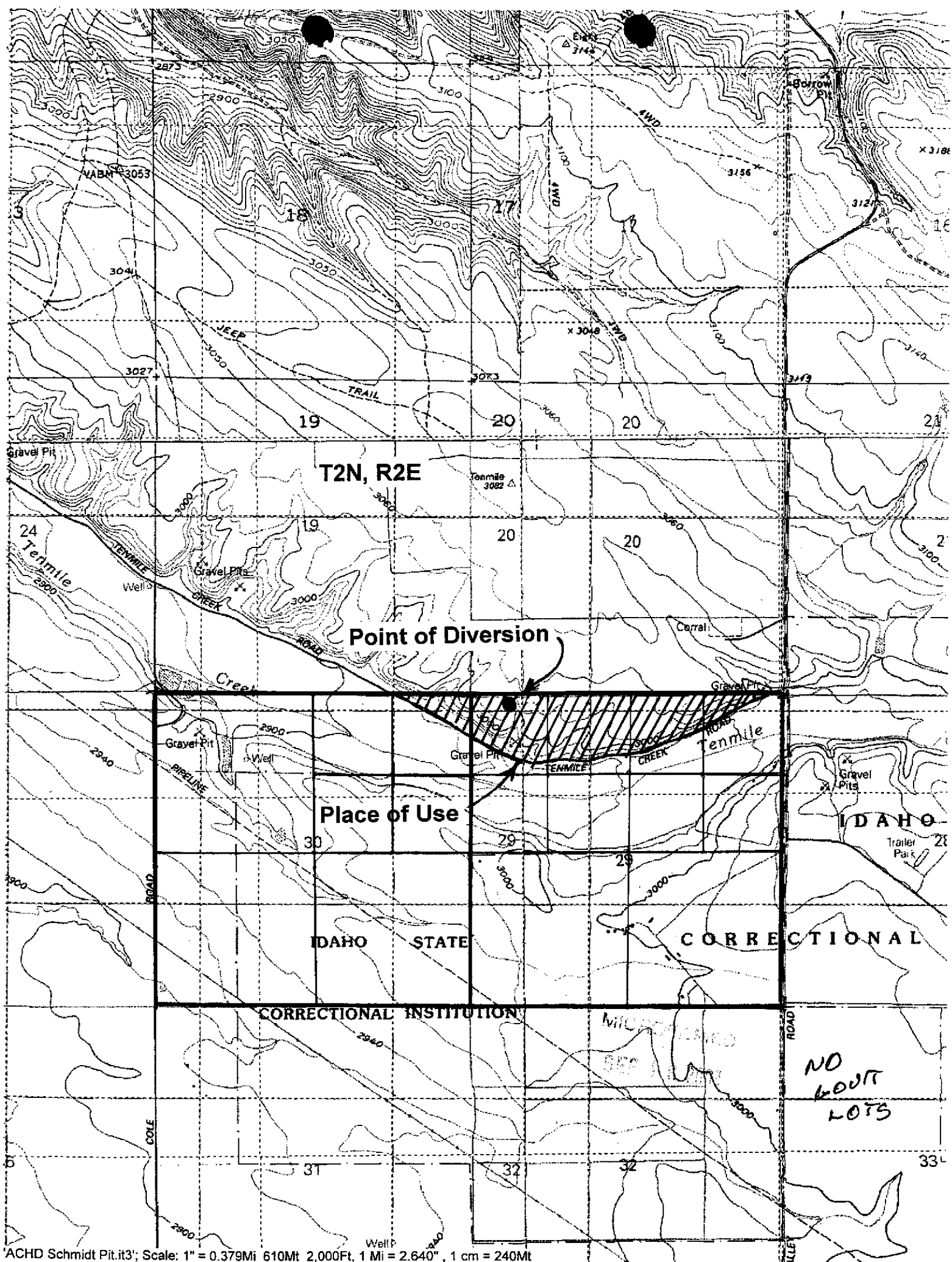
13. MAP OF PROPOSED PROJECT REQUIRED - Attach an 8½"x11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. (A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.)

BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Errol Morgan, Manager
Maintenance and Operations Dept.
Ada County Highway District

E. Morgan MICROFILMED
Signature of Applicant (and title, if applicable) SEP 15 2003

Received by KG Date 2/7/03 Time 11:01 Preliminary check by DAW
Fee \$ 25000 Receipted by KG # W030041 Date 2/7/03
Publication prepared by KG Date 6-5-03 Published in THE IDAHO STATESMAN
Publication approved KG Date 8-6-03 Date 8-26-03



REQUEST TO PROCESS

COMPLETE REQUEST IF YOU WANT YOUR APPLICATION TO BE PROCESSED USING ONE OF THE
THREE ALTERNATIVES BELOW

Name of Applicant Ada County Highway District
318 Est 37th Street
Mailing Address Garden City, ID 83714-6499
Application No.
(if known)

 IN LOCAL PUBLIC INTEREST

Yes, I want my application processed and before it is advertised, I will amend my application to demonstrate that the proposed appropriation is in the local public interest including the need to preserve flows in the Snake River during the migration periods of anadromous fish.

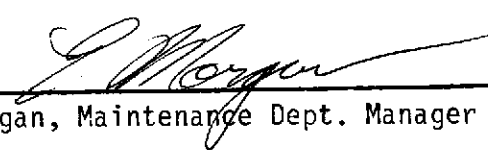
 X PROPOSE MITIGATION NOW

Yes, I want my application processed and before it is advertised, I will ~~amend my application to~~ include proposed mitigation to offset anticipated depletions in the Snake River during periods of anadromous fish migration.

 WILL AGREE TO MITIGATION IN THE FUTURE IF NECESSARY

Yes, I want my application processed at this time, and I will accept a condition of approval that will require mitigation should the Director of the Idaho Department of Water Resources determine that mitigation is necessary to offset depletions from this appropriation to flows in the Snake River during periods of anadromous fish migration. I understand that mitigation is not required now but may be needed in the future. I also understand that the Director will not require mitigation until I have an opportunity to review the process by which the need for mitigation is established and the amount of water required is quantified.

Signature


Errol Morgan, Maintenance Dept. Manager

Date

Please return this form to:

Idaho Dept. of Water Resources
Western Regional Office
2735 Airport Way
Boise, ID 83705-5082

SEP 16 2000

Mitigation Plan for Water Right Application by Ada County Highway District

As a part of the attached application for permit to appropriate groundwater for industrial purposes, Ada County Highway District proposes the following mitigation plan to prevent injury to other water rights.

1. The application for permit proposes appropriation of 0.50 cfs and 35 acre feet annually for industrial use at a gravel pit in Sections 29 and 30, T2N, R2E. Uses will include dust control and gravel washing.
2. For purposes of mitigation, water diverted for industrial use under the proposed permit is assumed to be 100 percent consumptive.
3. To mitigate for the consumptive use associated with the industrial water use proposed by the application for permit, the applicant shall purchase and retire a 10-acre portion of water right license 63-31494.
4. For purposes of mitigation, the consumptive use associated with water right license 63-31494 will be 3.5 acre feet per acre, based on Idaho Department of Water Resources criteria. Thus, retirement of 10 acres of 63-31494 will offset up to 35 acre feet annually of water use under the proposed permit.
5. As a result of this mitigation plan, no detrimental impacts to existing water rights are anticipated.

AMENDED

mitigation Plan only

Amended

DAN

3-3-2003

MICROFILMED

SEP 1 8 2003

5 ac - Beckman

4 ac - Sharp

15 ac - Sharp

10 ac - ACHD

10 ac - Beckman

35 ac - Beckman

025

WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS WATER RIGHT PURCHASE AND SALE AGREEMENT ("Agreement") is entered into effective this 22 day of April, 2003 ("Effective Date") by and between Carlos L. and Laura E. Post, husband and wife (hereinafter the "Seller"), whose address is 1265 South Crane Road, Midvale, Idaho 83645 and Ada County Highway District, a body corporate and politic, of the State of Idaho, acting by and through its authorized representative, (hereinafter "ACHD"), whose address is 318 East 37th Street, Garden City, Idaho 83714. In consideration of the sums to be paid by ACHD to Seller, and the mutual covenants herein contained, the parties hereby agree as follows:

RECITALS

1. The State of Idaho Department of Water Resources (hereinafter the "Department") has an Administrative Processing Hold on applications for new water right permits proposing consumptive water uses within the Boise River Basin.
2. ACHD desires to obtain a permit to appropriate groundwater for use on Buyer's real property located in Ada County, Idaho, which parcel is more particularly described and depicted on the copy of Warranty Deed attached hereto as Exhibit "A", which real property has a gravel pit that is referred to as the "Schmidt Gravel Pit." The real property is located in the Boise River Basin. On February 6, 2003, ACHD submitted its application for a permit to the Department. ACHD seeks to appropriate 30 acre feet annually for industrial uses associated with the operations of the Schmidt Gravel Pit. Due to the Department's reluctance to approve any direct transfer of water rights to this location because of the proximity of the site to the Southeast Boise Ground Water Management Area, ACHD proposes to mitigate the impact of the proposed well by purchasing and retiring a 10 acre portion of an irrigation water right.
3. Seller owns a water right to divert groundwater within the Boise River Basin, which water right is represented by License Number 63-31494 issued by the Department. License Number 63-31494 authorizes diversion of ground water for irrigation at a diversion rate of 0.01617 cfs per acre and a volume of four and one half (4.5) acre-feet per acre per year.
4. Seller desires to sell that portion of Seller's water right (hereinafter the "Water Right") appurtenant to and beneficially used on the following lands owned by Seller: Ten (10) acres situated in the SW1/4SE1/4 of Section 36, T6N R3W, Boise Meridian, Gem County, Idaho (hereinafter the "Ten Acre Tract"). The ten-acre Water Right authorizes diversion of 0.162 cfs and an annual volume of 45 acre feet.
5. ACHD (hereinafter "Buyer") desires to purchase the Water Right and retire the same in mitigation of appropriating groundwater for use on the aforementioned parcel.
6. Seller and Buyer acknowledge that ACHD's Application for Permit to appropriate groundwater for the Schmidt Pit will require approval by the Department, (hereinafter the "Application for Permit")

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions set forth below, Seller agrees to sell and Buyer agrees to purchase the Water Right.

1. Purchase Price. The purchase price for the Water Right is [REDACTED] DOLLARS ([REDACTED]), payable as follows:
 - a. Earnest Money Deposit. Upon execution of this Agreement by Seller and Buyer, Buyer shall deposit with the Escrow Agent (defined below) the sum of [REDACTED] as earnest money (hereinafter "Earnest Money"). The Earnest Money shall be applied towards the purchase price at Closing, and shall be non-refundable in the event the purchase and sale does not close, unless the reason that the purchase and sale does not close is due to the non-occurrence of a condition precedent which has not been waived by Buyer, in which case the Earnest Money, together with accrued interest thereon, shall be refunded to Buyer by the Escrow Agent.
 - b. Balance of Purchase Price. [REDACTED] being the balance of the Purchase Price, shall be due and payable to Seller at Closing.
2. Escrow Agent. The Escrow Agent shall be Weiser Valley Title, Inc., P.O. Box 591, 124-128 East Main Street, Weiser, Idaho 83672.
3. Escrow Fees and Costs. Seller and Buyer shall each be responsible for one-half of the Escrow Agent's fees and costs.
4. Pre-Closing Obligations. Seller and Buyer agree to cooperate in obtaining Department approval of the Application for Permit. Seller agrees to provide Buyer with any information concerning Seller's ownership and the historical beneficial use of the Water Right that Buyer may reasonably request to perform Buyer's due diligence and to respond to any Department requests for information or documentation supporting the Application for Permit. Buyer will prosecute the Application for Permit with the Department and use its reasonable best efforts to obtain the Permit Approval contemplated by the parties.
5. Delivery into Escrow. Prior to Closing, Seller and Buyer shall deliver the following to the Escrow Agent:
 - a. Seller.
 1. Executed and acknowledged Water Right General Warranty Deed and Assignment conveying the Water Right to Buyer free and clear of all claims, liens and encumbrances;

2. Executed and acknowledged Notice of Change of Ownership confirming Buyer's ownership of the Water Right and the assignment of any associated Snake River Basin Adjudication Claim ("SRBA Claim"); and
3. Such other documents as Buyer may reasonably request to confirm Buyer's ownership of the Water Right and SRBA Claim as of Closing.

b. Buyer.

1. Written notice of the Department's Permit Approval; and
2. The balance of the Purchase Price.

6. Conditions Precedent. The Closing, and Buyer's obligation to purchase the Water Right are subject to the following conditions precedent:

- a. Seller is not in default and each of Seller's representations and warranties remain true and accurate.
- b. The Department's approval of the Application for Permit, which authorizes ACHD's appropriation and use of ground water for the Schmidt Gravel Pit at a rate of not less than 0.162 cfs and a total annual volume of not less than 30 acre feet, and subject only to such conditions as Buyer, in Buyer's sole discretion deems will not interfere with or impair Buyer's intended use of the Water Right (hereinafter "Permit Approval").
- c. Demonstration by Seller of Seller's clear and marketable title to the Water Right, free of any claims, including rights of redemption.
- d. Seller's delivery into escrow of the documents described in Paragraph 5 hereto.
- e. The Permit Approval shall not contain any conditions that would adversely impact Seller or Seller's remaining water rights.

7. Buyer's Termination. If the foregoing conditions precedent are neither satisfied or waived by Buyer, or in the event of any default by Seller, or the breach by Seller of any representation or warranty of Seller herein, and provided Buyer is not otherwise in default hereunder, Buyer may terminate the escrow and this Agreement by giving written notice of termination to Seller with a copy thereof to the Escrow Agent. Provided further, that if the foregoing conditions precedent have not been met by December 1, 2003, Buyer may terminate this Agreement by providing Seller notice thereof, with a copy thereof to the Escrow Agent. If Buyer gives Seller notice of termination, the Escrow Agent shall return any funds, including the Earnest Money, together with any documents delivered into escrow by Buyer, to Buyer, and shall return any documents delivered into escrow by Seller to Seller.

8. Buyer's Waiver of Permit Approval. Seller and Buyer expressly agree that Buyer shall have the right to waive any of the conditions precedent set forth in 6 above and close the Water Right purchase. If Buyer so waives any condition precedent, Buyer shall remain obligated to

pay the Purchase Price for the Water Right. In the event Buyer completes the closing of this transaction, all conditions precedent shall be deemed waived.

9. Closing. Closing shall occur within fifteen (15) days of the date of Buyer's written notice to Seller and the Escrow Agent that the Department has granted the Permit Approval. Upon receipt by the Escrow Agent of Buyer's notice of the Permit Approval, and of all funds and documents required by this Agreement to be delivered into escrow, the Escrow Agent shall:
- a. Deliver the Purchase Price, less Seller's share of the escrow fees and costs to Seller;
 - b. Record the Water Right General Warranty Deed and Assignment and any Release of Lien or other such recordable instrument in the real property records of Gem County, Idaho; and Deliver the recorded instruments and the Notice of Change of Ownership to Buyer.

10. Representations and Warranties.

a. By Seller:

1. The Water Right is the sole and primary water right beneficially used to irrigate the Ten Acre Tract described in Recital 4 above, and there are no other water rights used upon or appurtenant to such lands;
2. Seller agrees that the Ten Acre Tract described in Recital 4 above will no longer be irrigated following the Permit Approval and Closing, unless Seller develops or transfers a new water right to such lands for irrigation;
3. There are no contracts, actions, claims or proceedings pending that affect the Water Right;
4. Except as otherwise set forth herein, Seller is the current owner of the Water Right and has not conveyed the Water Right to any other person or entity;
5. There are no liens, encumbrances, covenants, conditions or restrictions affecting the Water Right other than those that have previously been disclosed in writing to Buyer by Seller;
6. Seller is not in default with respect to any of its obligations or liabilities pertaining to the Water Right;
7. Seller has not engaged or dealt with any broker or finder in connection with the sale of the Water Right;
8. Seller has the legal power, right and authority to enter into this Agreement and to perform Seller's obligations hereunder; and
9. The Water Right has been placed to continued beneficial use on the real property described in Recital 4 above, and Seller has no knowledge of any continuous five-year period of nonuse of the Water Right.

SEP 13 2003

b. By Buyer.

1. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder; and
2. Buyer has not engaged any broker or finder in connection with the purchase of the Water Right.
3. The party signing this Agreement warrants his authority to sign this agreement on behalf of the Buyer.

11. General Provisions.

- a. This Agreement contains the entire agreement between the parties related to the purchase and sale of the Water Right, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.
- b. No modification, amendment discharge or change of this Agreement shall be valid unless the same is in writing and signed by both parties.
- c. If either party commences litigation for the judicial interpretation, enforcement or rescission of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.
- d. Time is of the essence to this Agreement.
- e. All obligations referred to herein to be performed at a date or time or times after Closing, and all representations and warranties contained herein shall survive the Closing and delivery of Seller's Water Right General Warranty Deed and Assignment.
- f. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, representative, successors and assigns.
- g. All notices to be given to the parties or the Escrow Agent shall be in writing, delivered in hand, or by U.S. Mail, postage pre-paid directed to such parties address as contained herein unless such party shall have directed in writing that notice be sent to a different address.
- h. This agreement may be executed in identical counterparts, each of which shall be considered an original as against any party whose signature appears thereon and all of which, when taken together, shall constitute but one instrument. This agreement shall be deemed fully executed and binding as to Buyer and to the Seller when one or more counterparts hereof shall bear the signature of Buyer and the Seller.

IN WITNESS WHEREOF, this Agreement has been executed by the parties, in the State of Idaho, as of the Effective Date set forth above.

SELLER:

Carlos L. Post

Carlos L. Post

Laura E. Post

Laura E. Post

BUYER:

ADA COUNTY HIGHWAY DISTRICT

Errol Morgan

By: Errol Morgan,

Title: Maintenance and Operations Manager

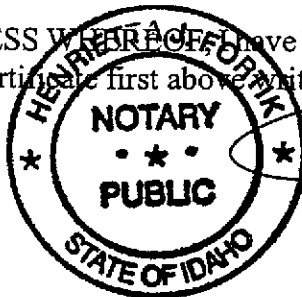
STATE OF IDAHO)

COUNTY OF Washington)

ss:

On this, the 22nd day of April, 2003, before me, _____, a Notary Public, personally appeared CARLOS L. POST, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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.



Henrietta J. Fortin
Notary Public of Idaho

Residing at Weiser, ID

My Commission expires: 08-25-2003

STATE OF IDAHO)

COUNTY OF Washington)

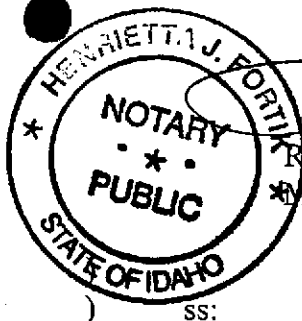
ss:

On this, the 22nd day of April, 2003, before me, _____, a Notary Public, personally appeared LAURA E. POST, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WATER RIGHT PURCHASE AND SALE AGREEMENT, P. 6

(c:\mydocuments\contract\M&O waterrightpurchagr-Ada)

SEP 16 2003



Henrietta J. Fortin
Residing at Wesley Id
My Commission expires: 08-25-2003

STATE OF IDAHO

COUNTY OF Cada)
SS:

On this, the 10 day of April, 2003, before me, Eileen M. Bricardi, a Notary Public, personally appeared ERROL MORGAN, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he 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.

Eileen M. Bricardi
Notary Public of Idaho
Residing at 8-1-05 Keweenaw Id
My Commission expires: 8-1-05

8200463

WARRANTY DEED

New
10 mile PIT

For Value Received

RICHARD D. SCHMIDT and DOLORES J. SCHMIDT, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto ADA COUNTY HIGHWAY DISTRICT
 the grantee, whose current address is 318 E. 37th Street, Boise, Idaho 83704
 the following described premises, in Ada County Idaho, to-wit:

A tract of land lying in the North one-half of Section 29, and a portion of the Northeast quarter of the Northeast quarter of Section 30, all in Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho, more specifically described to wit:

All those portions of the following quarter quarters lying North of Ten Mile Creek Road. Portions of the Northeast quarter of the Northeast quarter; Northwest quarter of the Northeast quarter; Northeast quarter of the Northwest quarter; Northwest quarter of the Northwest quarter of Section 29, and the Northeast quarter of the Northeast quarter of Section 30, Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho, containing 100.7 acres, more or less.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee its heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they the owner s in fee simple of said premises; that they are free from all incumbrances.

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 7-25-81

D.

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of Ada County Highway District

at 25 minutes past 2 o'clock P. M.
 this 6 day of Jan.
 1982, in my office, and duly recorded in Book
 of Deeds at page

INSTRUMENT NO.

EXHIBIT "A"

RECEIVED

FEB 07 2003

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of Applicant Ada County Highway District, Attn: Errol Morgan 208-387-6320
Mailing address 318 East 37th Street, Garden City, ID 83714-6499
2. Source of water supply ground water which is a tributary of NA
3. Location of point of diversion is Township 2N Range 2E Sec. 29 in the 1/4
NW 1/4, NW 1/4, Govt. Lot Ada County;
additional points of diversion if any: _____
4. Water will be used for the following purposes:
Amount 0.50/30.0 for industrial purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) 0.50 and/or (b) 30.0
cubic feet per second acre feet per annum
6. Proposed diverting works:
a. Describe type and size of devices used to divert water from the source well with electric pump
b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet
c. Proposed well diameter is 10 inches; proposed depth of well is 600 feet
d. Is ground water with a temperature of greater than 85°F being sought? no
e. If well is already drilled, when? _____; Drilling firm _____
Well was drilled for (well owner) _____; Drilling Permit No. _____
7. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year)
8. Description of proposed uses (if irrigation only, go to item 9):
a. Hydropower; show total feet of head and proposed capacity in KW. _____
b. Stockwatering; list number and kind of livestock. _____
c. Municipal; show name of municipality. _____
d. Domestic; show number of households. _____
e. Other; describe fully. industrial use is for gravel washing and dust control at a gravel pit operation

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8 2003

Mitigation Plan for Water Right Application by Ada County Highway District

As a part of the attached application for permit to appropriate groundwater for industrial purposes, Ada County Highway District proposes the following mitigation plan to prevent injury to other water rights.

1. The application for permit proposes appropriation of 0.50 cfs and 30 acre feet annually for industrial use at a gravel pit in Sections 29 and 30, T2N, R2E. Uses will include dust control and gravel washing.
2. For purposes of mitigation, water diverted for industrial use under the proposed permit is assumed to be 100 percent consumptive.
3. To mitigate for the consumptive use associated with the industrial water use proposed by the application for permit, the applicant shall purchase and retire a 10-acre portion of water right license 63-31494.
4. Water right 63-31494 has been used for irrigation of alfalfa. The USBR Agrimet website lists the consumptive water use associated with alfalfa and other crops for weather stations at Nampa and Parma (attached). These two stations are the closest stations to the place of use for water right 63-31494. The mean consumptive use for alfalfa based on weather conditions at these two stations is 40 inches per year (3.33 acre feet per acre).
5. For purposes of mitigation, the consumptive use associated with water right license 63-31494 will be 3.0 acre feet per acre. Thus, retirement of 10 acres of 63-31494 will offset up to 30 acre feet annually of water use under the proposed permit.
6. As a result of this mitigation plan, no detrimental impacts to existing water rights are anticipated.

ORIGINAL

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SEP 16 2003

NMPI -- Nampa, Idaho

	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	Average
Alfalfa (Mean)	--	--	--	--	--	--	--	--	39.0	42.4	39.9	40.9	42.5	43.6	39.0	41.0
Alfalfa (Mean) (New Plant)	--	--	--	--	--	--	--	--	40.8	41.4	40.2	43.4	45.2	46.7	45.4	43.3
Pasture	--	--	--	--	--	--	--	--	30.7	33.1	31.3	32.5	33.8	34.2	31.8	32.5
Lawn	--	--	--	--	--	--	--	--	37.3	--	--	--	--	42.2	38.4	39.3
Winter Grain	--	--	--	--	--	--	--	--	21.4	24.1	20.6	23.3	25.3	24.8	23.4	23.3
Spring Grain	--	--	--	--	--	--	--	--	22.4	25.4	23.5	26.7	27.8	27.6	26.5	25.7
Sugar Beets	--	--	--	--	--	--	--	--	32.1	33.8	34.0	32.4	35.7	35.8	34.0	34.0
Onion	--	--	--	--	--	--	--	--	27.0	28.1	27.4	27.7	29.7	29.3	28.8	28.3
Shepody Potatoes	--	--	--	--	--	--	--	--	23.5	24.5	19.6	22.1	22.6	26.9	25.9	23.6
Potatoes	--	--	--	--	--	--	--	--	26.0	26.6	26.9	27.9	29.5	23.1	26.6	26.7
Dry Beans	--	--	--	--	--	--	--	--	18.9	19.9	20.3	20.5	21.7	21.1	20.4	20.4
Field Corn	--	--	--	--	--	--	--	--	25.1	25.3	26.0	26.2	28.9	29.1	26.4	26.7
Spring Corn	--	--	--	--	--	--	--	--	20.9	20.9	21.6	21.5	23.5	23.5	23.2	22.2
Asparagus	--	--	--	--	--	--	--	--	31.0	32.2	31.9	30.9	31.7	35.1	30.8	31.9
Peas	--	--	--	--	--	--	--	--	13.1	14.0	12.6	15.5	16.5	16.9	16.0	14.9
New Mint	--	--	--	--	--	--	--	--	24.8	34.0	33.7	26.1	28.2	25.9	24.3	28.1
Peppermint	--	--	--	--	--	--	--	--	22.2	35.4	32.8	23.2	24.0	24.6	23.8	26.6
Wine Grape	--	--	--	--	--	--	--	--	24.7	25.6	24.9	25.9	26.6	26.1	23.9	25.4
Apples	--	--	--	--	--	--	--	--	34.9	35.7	35.1	35.1	39.9	40.5	36.7	36.8

PMI -- Parma, Idaho

	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	Average
Alfalfa (Mean)	39.7	37.6	40.0	39.3	44.4	34.6	35.8	34.9	36.9	39.4	37.1	43.0	42.1	42.2	37.4	39.0
Pasture	31.4	29.8	31.4	31.0	35.0	27.3	28.7	27.7	29.2	30.8	29.2	34.0	33.9	33.4	30.5	30.9
Lawn	--	--	--	--	--	33.1	34.7	33.4	35.4	37.4	35.2	41.2	41.1	40.4	36.9	36.9
Winter Grain	22.3	21.6	23.4	21.5	27.0	21.0	19.7	18.9	21.9	22.6	20.6	24.6	26.9	23.3	23.6	22.6
Spring Grain	25.0	24.7	24.5	24.9	28.0	22.2	20.5	21.2	23.4	24.1	22.5	26.1	26.9	25.2	25.5	24.3
Sugar Beets	32.4	30.9	33.6	31.6	37.2	27.0	29.7	26.6	30.1	31.7	29.0	32.4	35.7	32.6	31.4	31.5
Onions	28.5	27.8	28.1	27.4	31.2	22.8	25.9	24.3	26.2	26.8	25.7	28.9	29.5	28.4	27.5	27.3
Shepody Potatoes	--	--	--	--	32.4	21.4	19.9	21.2	22.6	23.6	22.7	24.6	30.6	25.9	25.7	24.6
Potatoes	27.1	25.8	25.7	26.5	28.7	21.2	24.4	21.7	24.6	25.4	23.9	30.5	28.7	26.7	26.1	25.8
Dry Beans	20.6	19.8	19.7	19.3	21.3	15.8	18.2	15.4	17.7	18.9	17.9	20.5	22.6	20.3	21.0	19.3
Field Corn	26.9	25.5	26.8	25.6	29.6	21.8	23.7	21.6	23.3	23.9	23.9	28.1	29.5	26.7	25.7	25.5
Sweet Corn	22.0	21.1	21.5	21.3	23.8	18.4	20.0	18.0	19.6	14.8	20.5	22.7	23.0	22.0	23.6	20.8
Peas	--	--	--	--	--	--	--	--	13.2	13.4	13.2	16.2	16.7	16.8	15.7	15.0
Peppermint	25.6	24.7	24.4	25.0	27.6	22.2	23.4	28.7	22.1	23.4	22.4	26.7	28.0	26.3	24.4	25.0
Apples	37.5	35.7	37.2	37.2	42.0	30.8	33.0	30.4	32.7	33.7	31.2	36.1	39.1	38.2	35.8	35.4

MEMORANDUM

DATE: January 15, 2004

TO: Jan Shurte, IDWR Western Region

FROM: Shelley W. Keen 

RE: Abandonment of a portion of claim 63-31758

Ada County Highway District was required to acquire and abandon a portion of Water Right 63-9179A as a condition of approval for Permit 63-31688. I am sending you the documentation showing that ACHD has complied with the requirement. The water use they have abandoned is a portion of Claim 63-31794, which was split from Claim 63-31758. As we discussed this afternoon, I suggest processing the ACHD's ownership change for the abandoned water use, then changing the status for the abandoned split portion to "Abandoned." Please call if you need more information.



Ada County Highway District

John S. Franden, President
David E. Wynkoop, 1st Vice President
Susan S. Eastlake, 2nd Vice President
Dave Bivens, Commissioner
Sherry R. Huber, Commissioner

318 East 37th Street
Garden City ID 83714-6499
Phone (208) 387-6100
FAX (208) 387-6391
E-mail: tellus@ACHD.ada.id.us

January 14, 2004

Shelley Keen
Water Rights Supervisor
Idaho Department of Water Resources
1301 North Orchard Street
Boise, ID 83706

RECEIVED

JAN 15 2004

Department of Water Resources

Subject: Permit 63-31688 (Ada County Highway District)

Dear Mr. Keen:

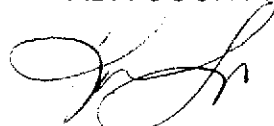
Enclosed for the Idaho Department of Water Resources review and approval is Ada County Highway District's (hereinafter "ACHD") Notice of Water Right Change of Ownership for a 10-acre portion of Water Right No. 63-9179A (claimed under 63-31758) in the Snake River Basin Adjudication and a Water General Warranty Deed and Assignment demonstrating ownership of the water right by ACHD. I have enclosed the following documents in support of our Notice:

1. An aerial photo showing the location of the 10-acre parcel that the water right was appurtenant to;
2. Water Right Purchase and Sale;
3. First Amendment to Water Right Purchase and Sale Agreement;
4. Water Right General Warranty Deed and Assignment; and
5. The Affidavit of Errol Morgan

Upon completion of the change of ownership, please accept this letter as formal notification of the permanent abandonment of the use of the 10-acre portion of Water Right 63-9179A (63-31758) on the Post property as mitigation for Permit 63-31688 as required by Condition No. 4 of the Permit. It is ACHD's intent that this water right will provide required mitigation and protection to ACHD from a potential future delivery call from the Snake River to the extent of its September 29, 1978 priority date.

Please contact me if you have any questions.

Very truly yours,
ADA COUNTY HIGHWAY DISTRICT

A handwritten signature in black ink, appearing to read 'Kathy Takasugi', written over the printed name.

Kathy Takasugi
Staff Attorney

cc: Terry Scanlan
Mike Creamer
Errol Morgan
Central, Legal Files

RECEIVED

JAN 15 2004

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
<u>63-09179A</u>	<u>63-31758</u>	<u>X</u>	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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) Carlos Post
6000 Little Freezeout Road, Caldwell, ID 83605
4. New Owner/Claimant(s) Ada County Highway District
 Name Connector (Check one): [] and, [] or, [] and/or
- New Mailing Address 318 E 37th Street
- City, State and ZIP Code Garden City, ID 83714-6499
- New Telephone Number (208) 387-6320
5. Date you acquired the property Water Right Only, 12/2003 ~~10/2003~~

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 63-31758

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>0.16 cfs / 45 afa</u>	<u>10 acres of irrigation</u>
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	<u>0.16 cfs / 45 afa</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)

Eral Morgan
Manager of Maintenance & Operations

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 _____	Date _____	Fee _____
Receipted by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**INSTRUCTIONS FOR FILING
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

Effective July 1, 2000, the Idaho Legislature amended Section 42-248, Idaho Code to include a provision for fees to file a Notice of Change in Water Right Ownership. Please see details at Item 8, below, to determine if fees are required for your filing.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, **the seller should be able to provide you with the water right or adjudication claim number(s).** Please enter the number(s) at **Item 1.** Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, where the water rights are held by the organization, please do not use this form to record a change. You may need to contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. The information described at **Item 2** is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. **Do not** obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner/claimant(s) of the water right(s) at **Item 3.**
4. The name, mailing address, and telephone numbers of the new owner/claimant(s) is entered at **Item 4.** Please indicate the relationship between multiple owners by using the connector "and", "or", or "and/or." If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign; however, only one of the named parties is required to sign.
5. At **Item 5**, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.

6. You may have purchased only a portion of the water right(s) held by the seller. If this 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. For each water right requiring a split between owners, fill in the appropriate spaces in the box(es) at **Item 6**. Copy the page as many times as necessary to fully describe each water right after the change. Include documentation as necessary to describe nonstandard agreements or arrangements regarding division of the water right(s). **If the water right(s) will not be split, skip Item 6 and go to Item 7.**
7. The new owner(s) must sign the form in the space(s) provided at **Item 7**. If an "and" connector is used at Item 4, all parties must sign this form. If an "and/or" or "or" connector is used, all parties may sign; however, only one of the named parties is required to sign. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. The Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the filing fee is \$25 per water right, except for those water rights which will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right to be divided. When complete, you should retain a copy and return the original form to the IDWR office nearest you:

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

Figure 1: Ada County Highway District
Water Right Purchase From Carl Post.

0 750 1,500 Feet

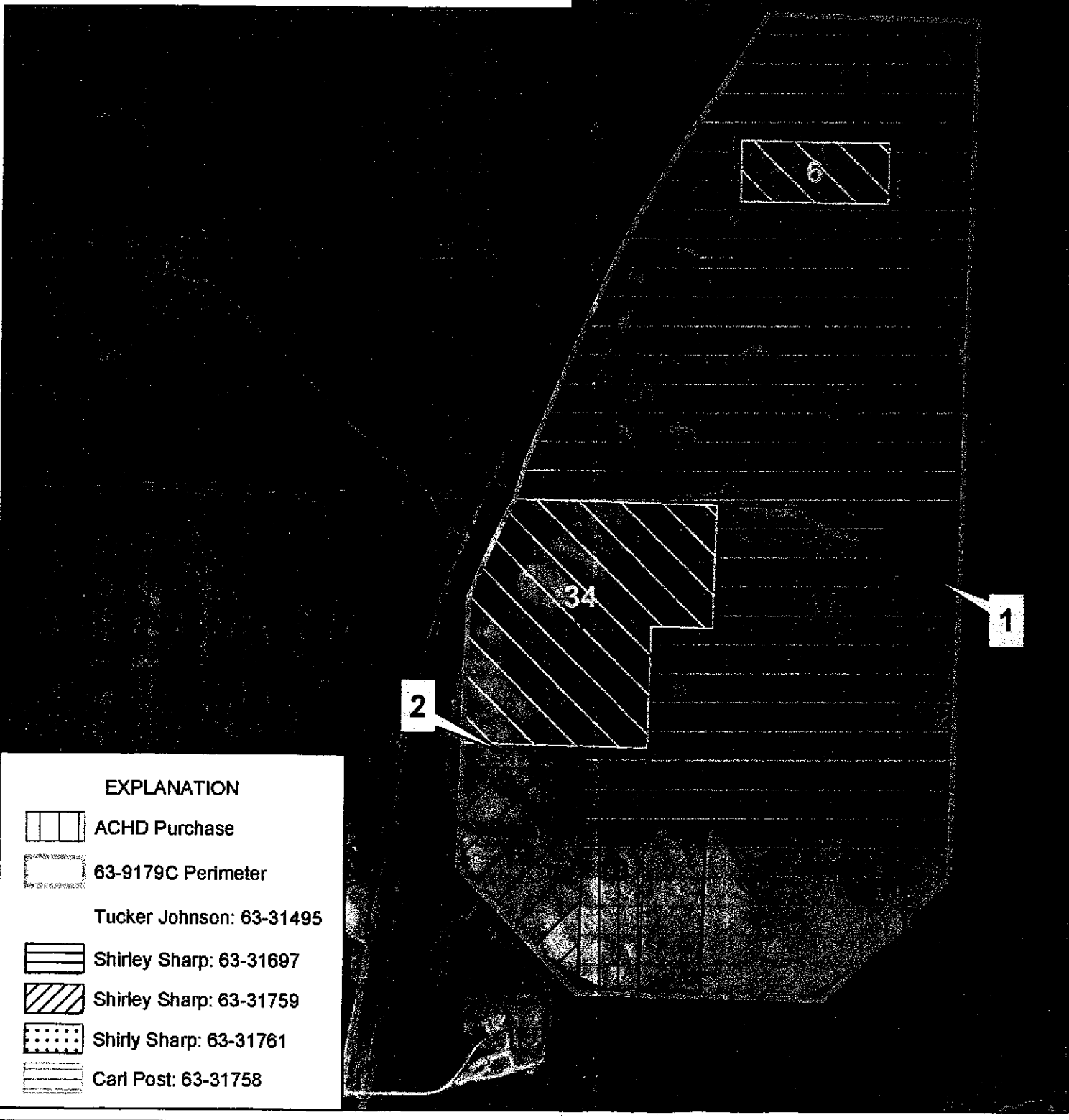


Projection System: IDTM

Data Sources: USGS, IDWR,
BLM, SE

Date: September 30, 2003

Scanlan Engineering
600 E. River Park Lane
Suite 105
Boise, ID 83706
(208) 383-4140



WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS WATER RIGHT PURCHASE AND SALE AGREEMENT ("Agreement") is entered into effective this 22 day of April, 2003 ("Effective Date") by and between Carlos L. and Laura E. Post, husband and wife (hereinafter the "Seller"), whose address is 1265 South Crane Road, Midvale, Idaho 83645 and Ada County Highway District, a body corporate and politic, of the State of Idaho, acting by and through its authorized representative, (hereinafter "ACHD"), whose address is 318 East 37th Street, Garden City, Idaho 83714. In consideration of the sums to be paid by ACHD to Seller, and the mutual covenants herein contained, the parties hereby agree as follows:

RECITALS

1. The State of Idaho Department of Water Resources (hereinafter the "Department") has an Administrative Processing Hold on applications for new water right permits proposing consumptive water uses within the Boise River Basin.
2. ACHD desires to obtain a permit to appropriate groundwater for use on Buyer's real property located in Ada County, Idaho, which parcel is more particularly described and depicted on the copy of Warranty Deed attached hereto as Exhibit "A", which real property has a gravel pit that is referred to as the "Schmidt Gravel Pit." The real property is located in the Boise River Basin. On February 6, 2003, ACHD submitted its application for a permit to the Department. ACHD seeks to appropriate 30 acre feet annually for industrial uses associated with the operations of the Schmidt Gravel Pit. Due to the Department's reluctance to approve any direct transfer of water rights to this location because of the proximity of the site to the Southeast Boise Ground Water Management Area, ACHD proposes to mitigate the impact of the proposed well by purchasing and retiring a 10 acre portion of an irrigation water right.
3. Seller owns a water right to divert groundwater within the Boise River Basin, which water right is represented by License Number 63-31494 issued by the Department. License Number 63-31494 authorizes diversion of ground water for irrigation at a diversion rate of 0.01617 cfs per acre and a volume of four and one half (4.5) acre-feet per acre per year.
4. Seller desires to sell that portion of Seller's water right (hereinafter the "Water Right") appurtenant to and beneficially used on the following lands owned by Seller: Ten (10) acres situated in the SW1/4SE1/4 of Section 36, T6N R3W, Boise Meridian, Gem County, Idaho (hereinafter the "Ten Acre Tract"). The ten-acre Water Right authorizes diversion of 0.162 cfs and an annual volume of 45 acre feet.
5. ACHD (hereinafter "Buyer") desires to purchase the Water Right and retire the same in mitigation of appropriating groundwater for use on the aforementioned parcel.
6. Seller and Buyer acknowledge that ACHD's Application for Permit to appropriate groundwater for the Schmidt Pit will require approval by the Department, (hereinafter the "Application for Permit")

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions set forth below, Seller agrees to sell and Buyer agrees to purchase the Water Right.

1. Purchase Price. The purchase price for the Water Right is [REDACTED] DOLLARS [REDACTED], payable as follows:
 - a. Earnest Money Deposit. Upon execution of this Agreement by Seller and Buyer, Buyer shall deposit with the Escrow Agent (defined below) the sum of [REDACTED] Dollars [REDACTED] as earnest money (hereinafter "Earnest Money"). The Earnest Money shall be applied towards the purchase price at Closing, and shall be non-refundable in the event the purchase and sale does not close, unless the reason that the purchase and sale does not close is due to the non-occurrence of a condition precedent which has not been waived by Buyer, in which case the Earnest Money, together with accrued interest thereon, shall be refunded to Buyer by the Escrow Agent.
 - b. Balance of Purchase Price. [REDACTED] Dollars [REDACTED] being the balance of the Purchase Price, shall be due and payable to Seller at Closing.
2. Escrow Agent. The Escrow Agent shall be Weiser Valley Title, Inc., P.O. Box 591, 124-128 East Main Street, Weiser, Idaho 83672.
3. Escrow Fees and Costs. Seller and Buyer shall each be responsible for one-half of the Escrow Agent's fees and costs.
4. Pre-Closing Obligations. Seller and Buyer agree to cooperate in obtaining Department approval of the Application for Permit. Seller agrees to provide Buyer with any information concerning Seller's ownership and the historical beneficial use of the Water Right that Buyer may reasonably request to perform Buyer's due diligence and to respond to any Department requests for information or documentation supporting the Application for Permit. Buyer will prosecute the Application for Permit with the Department and use its reasonable best efforts to obtain the Permit Approval contemplated by the parties.
5. Delivery into Escrow. Prior to Closing, Seller and Buyer shall deliver the following to the Escrow Agent:
 - a. Seller.
 1. Executed and acknowledged Water Right General Warranty Deed and Assignment conveying the Water Right to Buyer free and clear of all claims, liens and encumbrances;

2. Executed and acknowledged Notice of Change of Ownership confirming Buyer's ownership of the Water Right and the assignment of any associated Snake River Basin Adjudication Claim ("SRBA Claim"); and

3. Such other documents as Buyer may reasonably request to confirm Buyer's ownership of the Water Right and SRBA Claim as of Closing.

b. Buyer.

1. Written notice of the Department's Permit Approval; and

2. The balance of the Purchase Price.

6. Conditions Precedent. The Closing, and Buyer's obligation to purchase the Water Right are subject to the following conditions precedent:

a. Seller is not in default and each of Seller's representations and warranties remain true and accurate.

b. The Department's approval of the Application for Permit, which authorizes ACHD's appropriation and use of ground water for the Schmidt Gravel Pit at a rate of not less than 0.162 cfs and a total annual volume of not less than 30 acre feet, and subject only to such conditions as Buyer, in Buyer's sole discretion deems will not interfere with or impair Buyer's intended use of the Water Right (hereinafter "Permit Approval").

c. Demonstration by Seller of Seller's clear and marketable title to the Water Right, free of any claims, including rights of redemption.

d. Seller's delivery into escrow of the documents described in Paragraph 5 hereto.

e. The Permit Approval shall not contain any conditions that would adversely impact Seller or Seller's remaining water rights.

7. Buyer's Termination. If the foregoing conditions precedent are neither satisfied or waived by Buyer, or in the event of any default by Seller, or the breach by Seller of any representation or warranty of Seller herein, and provided Buyer is not otherwise in default hereunder, Buyer may terminate the escrow and this Agreement by giving written notice of termination to Seller with a copy thereof to the Escrow Agent. Provided further, that if the foregoing conditions precedent have not been met by December 1, 2003, Buyer may terminate this Agreement by providing Seller notice thereof, with a copy thereof to the Escrow Agent. If Buyer gives Seller notice of termination, the Escrow Agent shall return any funds, including the Earnest Money, together with any documents delivered into escrow by Buyer, to Buyer, and shall return any documents delivered into escrow by Seller to Seller.

8. Buyer's Waiver of Permit Approval. Seller and Buyer expressly agree that Buyer shall have the right to waive any of the conditions precedent set forth in 6 above and close the Water Right purchase. If Buyer so waives any condition precedent, Buyer shall remain obligated to

pay the Purchase Price for the Water Right. In the event Buyer completes the closing of this transaction, all conditions precedent shall be deemed waived.

9. Closing. Closing shall occur within fifteen (15) days of the date of Buyer's written notice to Seller and the Escrow Agent that the Department has granted the Permit Approval. Upon receipt by the Escrow Agent of Buyer's notice of the Permit Approval, and of all funds and documents required by this Agreement to be delivered into escrow, the Escrow Agent shall:

- a. Deliver the Purchase Price, less Seller's share of the escrow fees and costs to Seller;
- b. Record the Water Right General Warranty Deed and Assignment and any Release of Lien or other such recordable instrument in the real property records of Gem County, Idaho; and Deliver the recorded instruments and the Notice of Change of Ownership to Buyer.

10. Representations and Warranties.

a. By Seller:

1. The Water Right is the sole and primary water right beneficially used to irrigate the Ten Acre Tract described in Recital 4 above, and there are no other water rights used upon or appurtenant to such lands;
2. Seller agrees that the Ten Acre Tract described in Recital 4 above will no longer be irrigated following the Permit Approval and Closing, unless Seller develops or transfers a new water right to such lands for irrigation;
3. There are no contracts, actions, claims or proceedings pending that affect the Water Right;
4. Except as otherwise set forth herein, Seller is the current owner of the Water Right and has not conveyed the Water Right to any other person or entity;
5. There are no liens, encumbrances, covenants, conditions or restrictions affecting the Water Right other than those that have previously been disclosed in writing to Buyer by Seller;
6. Seller is not in default with respect to any of its obligations or liabilities pertaining to the Water Right;
7. Seller has not engaged or dealt with any broker or finder in connection with the sale of the Water Right;
8. Seller has the legal power, right and authority to enter into this Agreement and to perform Seller's obligations hereunder; and
9. The Water Right has been placed to continued beneficial use on the real property described in Recital 4 above, and Seller has no knowledge of any continuous five-year period of nonuse of the Water Right.

b. By Buyer.

1. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder; and
2. Buyer has not engaged any broker or finder in connection with the purchase of the Water Right.
3. The party signing this Agreement warrants his authority to sign this agreement on behalf of the Buyer.

11. General Provisions.

- a. This Agreement contains the entire agreement between the parties related to the purchase and sale of the Water Right, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.
- b. No modification, amendment discharge or change of this Agreement shall be valid unless the same is in writing and signed by both parties.
- c. If either party commences litigation for the judicial interpretation, enforcement or rescission of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.
- d. Time is of the essence to this Agreement.
- e. All obligations referred to herein to be performed at a date or time or times after Closing, and all representations and warranties contained herein shall survive the Closing and delivery of Seller's Water Right General Warranty Deed and Assignment.
- f. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, representative, successors and assigns.
- g. All notices to be given to the parties or the Escrow Agent shall be in writing, delivered in hand, or by U.S. Mail, postage pre-paid directed to such parties address as contained herein unless such party shall have directed in writing that notice be sent to a different address.
- h. This agreement may be executed in identical counterparts, each of which shall be considered an original as against any party whose signature appears thereon and all of which, when taken together, shall constitute but one instrument. This agreement shall be deemed fully executed and binding as to Buyer and to the Seller when one or more counterparts hereof shall bear the signature of Buyer and the Seller.

IN WITNESS WHEREOF, this Agreement has been executed by the parties, in the State of Idaho, as of the Effective Date set forth above.

SELLER:

Carlos L. Post

Carlos L. Post

Laura E. Post

Laura E. Post

BUYER:

ADA COUNTY HIGHWAY DISTRICT

Errol Morgan

By: Errol Morgan,

Title: Maintenance and Operations Manager

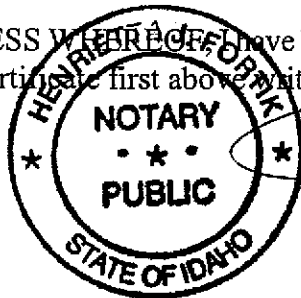
STATE OF IDAHO)

COUNTY OF Washington)

ss:

On this, the 22nd day of April, 2003, before me, Henrietta Fortik, a Notary Public, personally appeared CARLOS L. POST, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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.



Henrietta J. Fortik
Notary Public of Idaho

Residing at Wenatchee, Id

My Commission expires: 08-25-2003

STATE OF IDAHO)

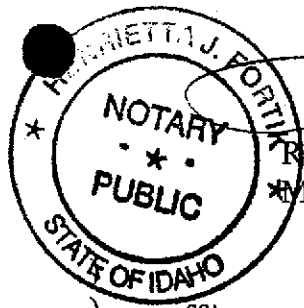
COUNTY OF Washington)

ss:

On this, the 22nd day of April, 2003, before me, Henrietta Fortik, a Notary Public, personally appeared LAURA E. POST, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WATER RIGHT PURCHASE AND SALE AGREEMENT, P. 6

(c:\mydocuments\contract\M&O waterrightpurchagr-Ada)



Residing at Wesley Id
My Commission expires: 08-25-2003

STATE OF IDAHO

COUNTY OF Cesa)
SS:

On this, the 10 day of April, 2003, before me, E. Ann M. Bricardi, a Notary Public, personally appeared ERROL MORGAN, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he 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.

E. Ann M. Bricardi
Notary Public of Idaho
Residing at 8-1-05 Meridian Id
My Commission expires: 8-1-05

8200463

WARRANTY DEED

NEW

10 mile PIT

For Value Received

RICHARD D. SCHMIDT and DOLORES J. SCHMIDT, husband and wife
the grantors, do hereby grant, bargain, sell and convey unto ADA COUNTY HIGHWAY DISTRICT
the grantee, whose current address is 318 E. 37th Street, Boise, Idaho 83704
the following described premises, in Ada County Idaho, to-wit:

A tract of land lying in the North one-half of Section 29, and a portion
of the Northeast quarter of the Northeast quarter of Section 30, all in
Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho,
more specifically described to wit:

All those portions of the following quarter quarters lying North of Ten
Mile Creek Road. Portions of the Northeast quarter of the Northeast
quarter; Northwest quarter of the Northeast quarter; Northeast quarter
of the Northwest quarter; Northwest quarter of the Northwest quarter of
Section 29, and the Northeast quarter of the Northeast quarter of Section
30, Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho,
containing 100.7 acres, more or less.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee
its heirs and assigns forever. And the said Grantors do hereby covenant to and with
the said Grantee, that they the owner s in fee simple of said premises; that they are free from all in-
cumbrances.

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 7-25-81

D.

STATE OF IDAHO, COUNTY OF Ada

I hereby certify that this instrument was filed for record at the
request of Ada County Highway District

at 25 minutes past 2 o'clock P. m.,
this 6 day of Jan.
1982, in my office, and duly recorded in Book
of Deeds at page 10000

INSTRUMENT NO.

EXHIBIT "A"

FIRST AMENDMENT TO WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO WATER RIGHT PURCHASE AND SALE AGREEMENT is entered into effective this 9 day of October, 2003 ("Effective Date") by and between Carlos L. and Laura E. Post, husband and wife (hereinafter the "Seller"), whose address is 1265 South Crane Road, Midvale, Idaho 83645 and Ada County Highway District, a body corporate and politic, of the State of Idaho, acting by and through its authorized representative, (hereinafter "ACHD"), whose address is 318 East 37th Street, Garden City, Idaho 83714.

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION IT IS AGREED:

RECITALS

1. This Amendment amends that certain Water Right Purchase and Sale Agreement (the Water Right Purchase and Sale Agreement hereinafter "Purchase and Sale Agreement") executed on or about April 22, 2003, by and between ACHD and Carlos L. and Laura E. Post, for the purchase of water right to divert groundwater within the Boise River Basin, which water right is represented by License Number 63-31494 issued by the State of Idaho Department of Water Resources (hereinafter "Department").

2. This Amendment seeks to clarify the water right being purchased, the history and subsequent split and redesignation of License Number 63-31494 by the Department. License Number 63-31494 was originally derived from License Number 63-09179A. License Number 63-9179A was subsequently split into License Number 63-9179C to Carlos Post to divert 4.24 cfs for irrigation of 262 acres and License Number 63-9179D to Tony Hackett to divert 0.40 cfs for irrigation of 25 acres. The place of use for 63-9179C is on the east side of Emmett Road. The place of use for 63-9179D is on the west side of Emmett Road.

License Number 63-9179C was subsequently split into License Number 63-31494 to Carlos Post to divert 3.59 cfs for irrigation of 222 acres and License Number 63-31495 to Tucker Johnson to divert 0.65 cfs for irrigation of 40 acres. License Number 63-31494 was subsequently split into License Number 63-31758 to Carlos Post to divert 3.28 cfs for irrigation of 203 acres and License Number 63-31759 to Shirley Sharp to divert 0.21 cfs for irrigation of 13 acres, License Number 63-31760 to Shirley Sharp to divert 0.05 cfs for irrigation of 3 acres, and License Number 63-31761 to Shirley Sharp to divert 0.05 cfs for irrigation of 3 acres.

3. Seller desires to sell the portion of Seller's water right represented by License Number 63-31758, which portion authorizes the diversion of ground water for irrigation at a

diversion rate of 0.01617 cfs per acre and a volume of four and one half (4.5) acre-feet per acre per year. The aforementioned portion of the water right is appurtenant to and beneficially used on the following lands owned by Seller: Ten (10) acres situated in the SW1/4 SE1/4 of Section 36, T6N, R3W, Boise Meridian, Gem County, Idaho (hereinafter the "Ten Acre Tract"). The ten-acre Water Right authorizes diversion of 0.162 cfs and an annual volume of 45 acre feet.

4. ACHD desires to purchase the portion of the water right associated with License Number 63-31758 that is appurtenant to and beneficially used on the Ten Acre Tract, which water right is referenced in paragraph 3 of the Recital of this Amendment (hereinafter "the Water Right").

SECTION 1. AMENDMENT OF THE PURCHASE AND SALE AGREEMENT

1.1. Section 2 of the Purchase and Sale Agreement is hereby deleted and the following substituted therefore:

2. Escrow Agent. The Escrow Agent shall be Ameri Title, which is the successor in interest to Weiser Valley Title, Inc. Ameri Title's mailing address is P. O. Box 591, Weiser, Idaho 83672.

1.2. Section 9 of the Purchase and Sale Agreement is hereby deleted and the following substituted therefore:

9. Closing. Closing shall occur within fifteen (15) days of the date of the parties' execution of this Amendment. Upon receipt by the Escrow Agent of this Amendment, and of all funds and documents required by the Purchase and Sale Agreement and this Amendment to be delivered into escrow, the Escrow Agent shall:

- a. Deliver the Purchase Price, less Seller's share of the escrow fees and costs to Seller;
- b. Record the Water Right General Warranty Deed and Assignment and any Release of Lien or other such recordable instrument in the real property records of Gem County, Idaho; and Deliver the recorded instruments and the Notice of Change of Ownership to Buyer.

1.3. Section 10 of the Purchase and Sale Agreement, delete the following subsections 10.a.1, 10.a.2, and 10.a.9 and substitute the following:

10.a.1. The Water Right is the sole and primary water right beneficially used to irrigate the Ten Acre Tract described in Recital 3 of this Amendment, and there are no other water rights used upon or appurtenant to such lands;

10.a.2. Seller agrees that the Ten Acre Tract described in Recital 3 of this Amendment, will no longer be irrigated following the Permit Approval and Closing, unless Seller develops or transfers new water right to such lands for irrigation;

10.a.9. The Water Right has been placed to continued beneficial use on the real property described in Recital 3 of this Amendment, and Seller has no knowledge of any continuous five-year period of nonuse of the Water Right.

SECTION 2. EFFECTIVE DATE.

This Amendment shall be effective from the date of the parties' execution of this Agreement.

SECTION 3. CONTINUING EFFECT.

Except as hereinabove expressly amended, all the terms and conditions of the Sale and Purchase Agreement are hereby ratified and confirmed and shall be and remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties, in the State of Idaho, as of the Effective Date set forth above.

SELLER:

Carlos L. Post

Carlos L. Post

Laura E. Post

Laura E. Post

BUYER:

ADA COUNTY HIGHWAY DISTRICT

Errol Morgan

By: Errol Morgan,

Title: Maintenance and Operations Manager

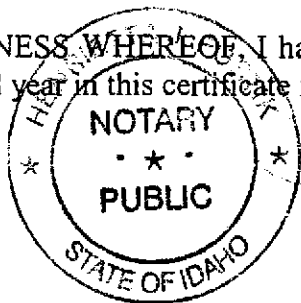
STATE OF IDAHO)

COUNTY OF Washington)

ss:

On this, the 4th day of Oct., 2003, before me, Henrietta Fortie, a Notary Public, personally appeared CARLOS L. POST, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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.



[Signature]
Notary Public of Idaho

Residing at Weiser, Id

My Commission expires: 08-25-2009

STATE OF IDAHO)

SS:

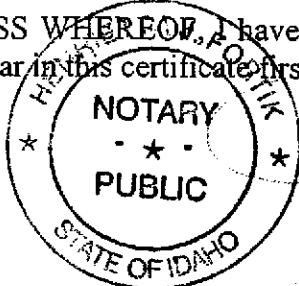
COUNTY OF Washington)

On this, the 9th day of Oct, 2003, before me, Henrietta Fortik, a Notary Public, personally appeared

LAURA E. POST,

known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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.



[Signature]
Notary Public of Idaho

Residing at Weiser, Id

My Commission expires: 08-25-2009

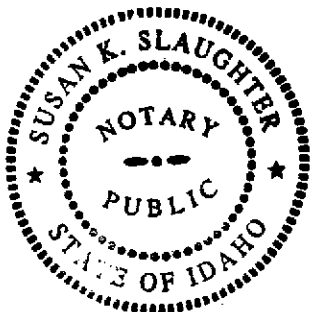
STATE OF IDAHO)

SS:

COUNTY OF Ada)

On this, the 15th day of October, 2003, before me, Susan K Slaughter, a Notary Public, personally appeared ERROL MORGAN, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he 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.



[Signature]
Notary Public of Idaho

Residing at Boise, Idaho

My Commission expires: 4-8-2007

297778

INSTRU. NO. <u>233476</u>
PAGES <u>1</u> OF <u>2</u>

When Recorded Return to:
 Katherine Takasugi
 Ada County Highway District
 318 East 37th Street
 Garden City, ID 83714
 (208) 387-6114

Instrument # 233476

EMMETT, GEM, IDAHO

2003-12-11

03:52:00 No. of Pages: 2

Recorded for : FIRST AMERICAN TITLE CO

SUSAN K. HOWARD

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

Judy Evans

WATER RIGHT GENERAL WARRANTY DEED AND ASSIGNMENT

FOR VALUE RECEIVED, Carlos L. Post and Laura E. Post, husband and wife ("Grantors"), do hereby grant, bargain, sell, and convey unto Ada County Highway District ("Grantee") and to Grantee's successors and assigns forever, that certain water right ("Water Right") heretofore appurtenant to the following described lands:

Ten (10) acres situated in the SW1/4 SE1/4 of Section 36, T6N, R3W, Boise Meridian, Gem County, Idaho.

Said Water Right being more particularly described as a portion of License No. 63-31758 in the records of the Idaho Department of Water Resources, and being a portion of former License No. 63-09179A.

With respect to said Water Right, Grantors hereby convey, transfer and assign to Grantee all of Grantors' right, title and interest in and to any license or certificate representative thereof issued by the Idaho Department of Water Resources, together with all of Grantors' right, title and interest in and to any claim with respect to the Water Right filed in the Snake River Basin Adjudication, Fifth Judicial District in the State of Idaho, in and for the County of Twin Falls, Case No. 39576.

Grantors do hereby covenant to Grantee that Grantors abandon for themselves, their heirs, successors, and assigns any right to diversion or beneficial use of the Water Right on the above-described lands, that Grantors are the owners in fee simple of said Water Right, that said Water Right is free from all liens, claims or encumbrances, including those of the Grantors, and that Grantors will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the undersigned Grantors have caused their names to be hereunto subscribed this 17th day of November, 2003.

GRANTORS

Carlos L. Post
 Carlos L. Post

Laura E. Post
 Laura E. Post

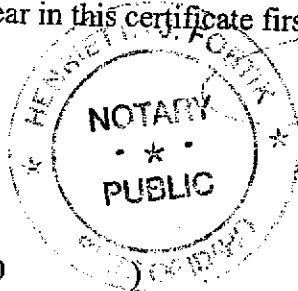
STATE OF IDAHO)

COUNTY OF Washington)

SS:

On this, the 17th day of November, 2003, before me, Henrietta J. Fortin, a Notary Public, personally appeared CARLOS L. POST, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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.



Henrietta J. Fortin
Notary Public of Idaho

Residing at Wenatchee, WA

My Commission expires: 08-25-2009

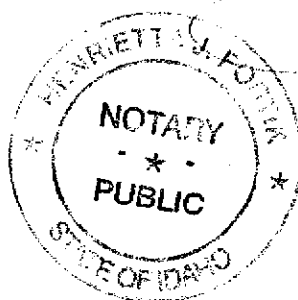
STATE OF IDAHO)

COUNTY OF Washington)

SS:

On this, the 17th day of November, 2003, before me, Henrietta J. Fortin, a Notary Public, personally appeared LAURA E. POST, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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.



Henrietta J. Fortin
Notary Public of Idaho

Residing at Wenatchee, WA

My Commission expires: 08-25-2009

ADA COUNTY HIGHWAY DISTRICT
318 EAST 37TH STREET
BOISE, ID 83714
(208) 884-3318

AFFIDAVIT OF ERROL MORGAN

STATE OF IDAHO)
 : ss.
County of Ada)

I, ERROL MORGAN, being first duly sworn upon oath depose and state as follows:

1. This affidavit is based upon my personal knowledge and information.
2. Ada County Highway District (hereinafter "ACHD") was statutorily created in 1972. ACHD is charged with the responsibility to plan, design, construct and maintain the roadway systems in Ada County that are not under the control of either the State Department of Transportation or the federal government.
3. I am presently employed with ACHD in the position of Manager of the Maintenance and Operations Department. I have been employed in that capacity for eight years. My duties as Manager are to oversee the maintenance of the highways and bridges within ACHD's jurisdiction. My department is responsible for chip sealing the roads, inspections of roads, fixing potholes and other defects, caring for bridges, drainage facilities, street sweeping, grading alleys and gravel roads, clearing weeds from roadsides, and performing snow and ice control during the winter.

4. Part of my duties as Manager of the Maintenance and Operations Department is to purchase and or locate a source of gravel for our operations. I caused to be purchased on behalf of ACHD real property located in Ada County, Idaho which parcel is more particularly described and depicted on the copy of Warranty Deed attached hereto as Exhibit "A", which real property has a gravel pit referred to as the "Schmidt Gravel Pit." The real property is located in the Boise River Basin.

5. On or about February 6, 2003, Terry Scanlan submitted an Application for Permit on behalf of ACHD to the State of Idaho Department of Water Resources (hereinafter "Department") for the appropriation of groundwater at Schmidt Gravel Pit. The application proposed a maximum diversion rate of 0.50 cfs. The Department has an Administrative Processing Hold on applications for new water right permits proposing consumptive water uses within the Boise River Basin. Due to the Department's reluctance to approve any direct transfer of water rights to this location because of the proximity of the site to the Southeast Boise Ground Water Management Area, ACHD submitted a mitigation plan to address potential impacts of the proposed new well by proposing to purchase and retire an existing ground water right appurtenant to 10 irrigated acres.

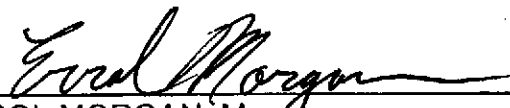
6. I have caused to be purchased on behalf of ACHD a portion of Carlos L. and Laura E. Post's (hereinafter the "Posts") water right represented by Water Right Number 63-31758, which portion authorizes the diversion of ground water for irrigation at a diversion rate of 0.01617 cfs per acre and a volume of four and one half (4.5) acre-feet

per acre per year. The aforementioned portion of the water right is appurtenant to and beneficially used on the following lands owned by the Posts: Ten (10) acres situated in the SW1/4 of the SE1/4 of Section 36, T6N, R3W, Boise Meridian, Gem County, Idaho. The ten-acre water right authorizes diversion of 0.162 cfs and an annual volume of 45 acre feet. Attached hereto as Exhibit "B" is a copy of the Water Right Warranty Deed and Assignment.

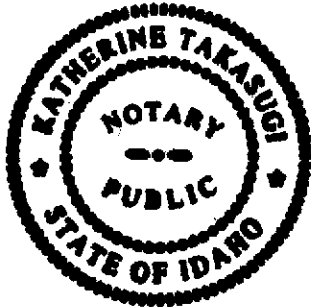
7. I aver that as a condition of the closing of the purchase of the portion of the above-described water right and to conform with our mitigation plan submitted to the Department with the Application for Permit and comply with the conditions of approval set forth in the Permit to Appropriate Water issued by the Department such water right will no longer be diverted and the ten acres of land to which it is appurtenant will no longer be irrigated, unless the Posts acquire or transfer a new water right to irrigate such lands.

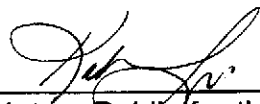
8. Furthermore Affiant sayeth naught.

DATED this 3rd day of January, 2004.


ERROL MORGAN, Manager
Maintenance and Operations Department

SUBSCRIBED AND SWORN to before me this 3rd day of January, 2004.




Notary Public for the State of Idaho
Residence: Buhl, Ada County, ID
Commission Expires: 1/7/09

Ten Mile Creek Pit
aka
Schmidt P.4

8200463

WARRANTY DEED

For Value Received

RICHARD D. SCHMIDT and DOLORES J. SCHMIDT, husband and wife
the grantors , do hereby grant, bargain, sell and convey unto ADA COUNTY HIGHWAY DISTRICT
the grantee , whose current address is 318 E. 37th Street, Boise, Idaho 83704
the following described premises, in Ada County Idaho, to-wit:

A tract of land lying in the North one-half of Section 29, and a portion of the Northeast quarter of the Northeast quarter of Section 30, all in Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho, more specifically described to wit:

All those portions of the following quarter quarters lying North of Ten Mile Creek Road. Portions of the Northeast quarter of the Northeast quarter; Northwest quarter of the Northeast quarter; Northeast quarter of the Northwest quarter; Northwest quarter of the Northwest quarter of Section 29, and the Northeast quarter of the Northeast quarter of Section 30, Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho, containing 100.7 acres, more or less.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee its heirs and assigns forever. And the said Grantog do hereby covenant to and with the said Grantee , that t he y the owner s in fee simple of said premises; that they are free from all incumbrances.

and that t he y will warrant and defend the same from all lawful claims whatsoever.

Dated: 7-25-81

Richard D. Schmidt
RICHARD D. SCHMIDT
Dolores J. Schmidt
DOLORES J. SCHMIDT

STATE OF IDAHO, COUNTY OF
On this 25th day of SEPT. , 1981 .
before me, a notary public in and for said State, personally appeared

RICHARD D. SCHMIDT and
DOLORES J. SCHMIDT

known to me to be the persons whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

Wanda L. Kasper
Notary Public
Residing at
Comm. Expires
STATE OF IDAHO

STATE OF IDAHO, COUNTY OF Ada
I hereby certify that this instrument was filed for record at the request of Ada County Highway District

at 25 minutes past 2 o'clock P m.,
this 6 day of Jan ,
1982, in my office, and duly recorded in Book
of Deeds at page

JOHN BASTIDA
Ex-Officio Recorder

By *Wanda L. Kasper* Deputy.
Fees \$ 2.00
Mail to:

INSTRUMENT NO.

297778

INSTRU. NO. <u>233476</u>
PAGES <u>1</u> OF <u>2</u>

When Recorded Return to:
 Katherine Takasugi
 Ada County Highway District
 318 East 37th Street
 Garden City, ID 83714
 (208) 387-6114

Instrument # 233476

EMMETT, GEM, IDAHO

2003-12-11

03:52:00 No. of Pages: 2

Recorded for : FIRST AMERICAN TITLE CO

SUSAN K. HOWARD

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

*Judy Evans***WATER RIGHT GENERAL WARRANTY DEED AND ASSIGNMENT**

FOR VALUE RECEIVED, Carlos L. Post and Laura E. Post, husband and wife ("Grantors"), do hereby grant, bargain, sell, and convey unto Ada County Highway District ("Grantee") and to Grantee's successors and assigns forever, that certain water right ("Water Right") heretofore appurtenant to the following described lands:

Ten (10) acres situated in the SW1/4 SE1/4 of Section 36, T6N, R3W, Boise Meridian, Gem County, Idaho.

Said Water Right being more particularly described as a portion of License No. 63-31758 in the records of the Idaho Department of Water Resources, and being a portion of former License No. 63-09179A.

With respect to said Water Right, Grantors hereby convey, transfer and assign to Grantee all of Grantors' right, title and interest in and to any license or certificate representative thereof issued by the Idaho Department of Water Resources, together with all of Grantors' right, title and interest in and to any claim with respect to the Water Right filed in the Snake River Basin Adjudication, Fifth Judicial District in the State of Idaho, in and for the County of Twin Falls, Case No. 39576.

Grantors do hereby covenant to Grantee that Grantors abandon for themselves, their heirs, successors, and assigns any right to diversion or beneficial use of the Water Right on the above-described lands, that Grantors are the owners in fee simple of said Water Right, that said Water Right is free from all liens, claims or encumbrances, including those of the Grantors, and that Grantors will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the undersigned Grantors have caused their names to be hereunto subscribed this 1st day of November, 2003.

GRANTORS

Carlos L. Post
 Carlos L. Post

Laura E. Post
 Laura E. Post

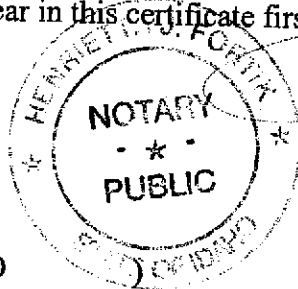
EXHIBIT B

STATE OF IDAHO)
COUNTY OF Washington)

ss:

On this, the 17th day of November, 2003, before me, Henrietta J. Fortin, a Notary Public, personally appeared CARLOS L. POST, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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.



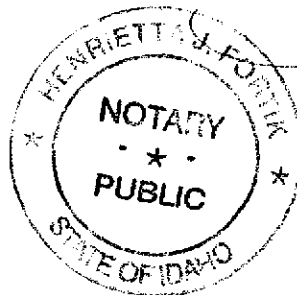
Henrietta J. Fortin
Notary Public of Idaho
Residing at Idaho
My Commission expires: 08-25-2009

STATE OF IDAHO)
COUNTY OF Washington)

ss:

On this, the 17th day of November, 2003, before me, Henrietta J. Fortin, a Notary Public, personally appeared LAURA E. POST, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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.



Henrietta J. Fortin
Notary Public of Idaho
Residing at Idaho
My Commission expires: 08-25-2009



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 10, 2003

COUNTY OF ADA
HIGHWAY DISTRICT
318 E 37TH ST
GARDEN CITY ID 83714-6499

RE: Permit No. 63-31688

Permit Approval Notice

Dear Permit Holder:

The Department of Water Resources has issued the enclosed permit authorizing you to establish a new water right. Please be sure to thoroughly review the conditions of approval and remarks listed on your permit.

The permit is a PRELIMINARY ORDER issued by the Department pursuant to Section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

As a permit owner you must commence the excavation or construction of the diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The date shown under condition no. 1 is the date when the project must be completed.

The Department will send you a 'Proof Due Notice' approximately 60 days prior to the above referenced date requesting you to file either a Proof of Beneficial Use form or a Request for Extension of Time form.

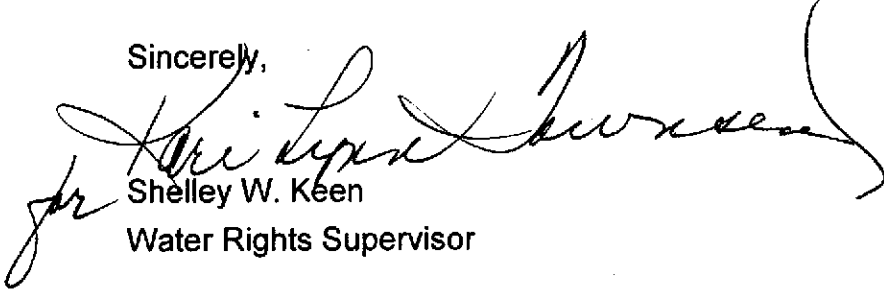
The right to drill a well is not a part of this permit to appropriate water. Beginning in July of 1987, a statute was enacted which requires a drilling permit for new well construction and deepening of existing wells. If the well(s) proposed for use under this water right permit were drilled or deepened after July 1, 1987, a separate drilling permit must be obtained from this Department. Please contact the Ground Water Protection Section located here at this office or our regional office nearest you.

MICROFILMED
SEP 16 2003

Also, please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at 208-327-7946.

Sincerely,

A handwritten signature in cursive script, appearing to read "Shelley W. Keen". To the left of the signature is a small, stylized mark that looks like "jr".

Shelley W. Keen

Water Rights Supervisor

Enclosure(s)

MICROFILMED

SEP 16 2003

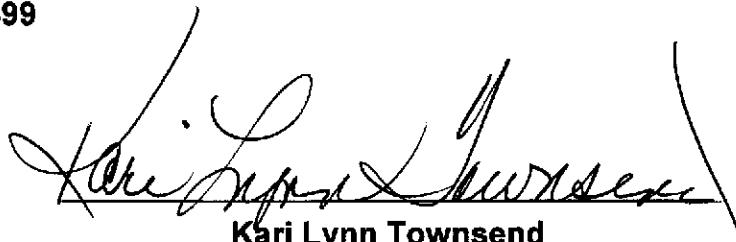
CERTIFICATE OF SERVICE

I hereby certify that on September 10, 2003 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER(Approved Permit) to the person(s) listed below:

RE: WATER RIGHT NO.

63-31688

**COUNTY OF ADA
HIGHWAY DISTRICT
318 E 37TH ST
GARDEN CITY ID 83714-6499**



**Kari Lynn Townsend
Secretary**

**MICROFILMED
SEP 16 2003**

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

The accompanying order or approved document is a "Preliminary Order" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources (department) unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the department or the Idaho Water Resource Board (Board) is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

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SEP 16 2003

63-9179 $\xrightarrow{\text{Trans 5285}}$ 9179A $\xrightarrow{\hspace{2cm}}$ 9179B
 4.90 cps 4.74 cps 0.16 cps
 303 ac.

Trans 69920

No such # in WR records
 $\rightarrow$ (63-9179C)
 63-31494
 3.59

$\rightarrow$ 63-31495
 0.65 cps

work changes or transfers

31759 $\rightarrow$ sharp -0.21
 31760 $\rightarrow$ sharp -0.05
 31761 $\rightarrow$ sharp -0.05
 63-31758 Post -3.28

MICROFILMED
 SEP 18 2003

KW
 9/9/2003

Water Right Report 63-9179A

WATER RIGHT NUMBER: 63-9179A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CONNECTICUT GENERAL LIFE INSURANCE CO C/O CIGNA CORP SOUTH BUILDING S-305 900 COTTAGE GROVE RD BLOOMFIELD, CT 06002
Original Owner	JOHN CLARK
	. ZZ

Priority Date: 09/29/1978

Basis: License

Status: Active Transferred

Source

Tributary

GROUND WATER

Beneficial Use

From **To**

Diversion Rate

Annual Volume

IRRIGATION

3/15 to 11/15

4.740 CFS

1,318.50 AF

STOCKWATER

1/01 to 12/31

~~0.120 GFS~~

6.70 AF

Total Diversion:

4.740 CFS

1,325.20 AF

Location of Point(s) of Diversion

GROUND WATER

SE1/4NE1/4

Sec. 36, Twp 06N, Rge 03W, B.M.

CANYON County

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	03W	36	40.0	32.0	32.0	40.0									40.0	39.0	35.0	35.0	293.0

Total Acres: 293

STOCKWATER same as IRRIGATION

Conditions of Approval:

Remarks:

→ this right
split into
63-31494 &
63-31495
(see remarks)

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 63-9179A

Comments:

1. STAYLOR 6/24/1998 TRANSFER 5285

Comment: Transfer 5285 changes the point of diversion, place, nature & season of use under a portion of Right 63-09179, splitting the right into Parts A & B.

2. psdaggs 11/27/2002 8:27:57 AM Approved Transfer 69920

Comment: Approved transfer 69920 is associated with all or part of this Right and the following records.

Claim 63-31494 3.59 cfs 1005.1 afa 222 total acres

Claim 63-31495 0.65 cfs 180 afa 60 total acres

Dates and Other Information:

Licensed Date: 4/12/1982

Decreed Date:

Water Supply Bank Enrollment Accepted:

Water Supply Bank Enrollment Removed:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Decree Defendant:

Decree Plaintiff:

Civil Case Number:

Judicial District:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

09/05/2003

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31494 V1

WATER RIGHT NUMBER: 63-31494 V1

Owner Type

Original Owner

Name and Address

CARLOS POST
6000 LITTLE FREEZEOUT RD
CALDWELL, ID 83605
(208)459-4534

Original Owner

JOHN CLARK

, ZZ

Priority Date: 09/29/1978

Basis: License

Status: Active

Source

GROUND WATER

TributaryBeneficial Use

STOCKWATER

From To

01/01 to 12/31

Diversion Rate

0.120 CFS

IRRIGATION

03/15 to 11/15

3.590 CFS

Total Diversion:

3.590 CFS

Annual Volume

1,005.10 AF

Location of Point(s) of Diversion

GROUND WATER

SW1/4SE1/4NE1/4

Sec. 36, Twp 06N, Rge 03W, B.M.

GEM County

Place of Use

STOCKWATER

Twp Rge Sec	NE				NW				SW				SE				Totals
06N 03W 36	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
	X	X	X	X									X	X	X	X	

IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
06N 03W 36	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
	34.0	7.0	26.0	40.0									40.0	5.0	35.0	35.0	222.0

Conditions of Approval:

Split into
63-31758/31759
31760/31761
(per remarks)

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31494 V1

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Remarks:Comments:

1. PSKAGGS 11/27/2002 8:28:17 AM Transferred Right
Comment: This is now a approved transfer, transfer number = 69920

2. dhatfield 8/26/2003 Split Right
Comment: This right has been split per transfer filed. See nos. 63-31758, 63-31759, 63-31760 & 63-31761

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag:
State or Federal:
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre: 0.02
Generic Max Volume Per Acre: 4.5
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Carloss
Post

Sharp

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31758 V1

WATER RIGHT NUMBER: 63-31758 V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	JOHN CLARK
	, ZZ
Current Owner	CARLOS POST 6000 LITTLE FREEZEOUT RD CALDWELL, ID 83605 (208)459-4534

Priority Date: 09/29/1978

Basis: License

Status: Active

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER	01/01 to 12/31	0.120 CFS	
IRRIGATION	03/15 to 11/15	3.280 CFS	913.50 AF
	<u>Total Diversion:</u>	3.280 CFS	913.50 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4SE1/4NE1/4	Sec. 36, Twp 06N, Rge 03W, B.M.
GEM County		

Place of Use

STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	03W	36	X	X	X	X									X	X	X	X	

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	03W	36	34.0	7.0	26.0	40.0									36.0	5.0	20.0	35.0	203.0

Total Acres: 203

Conditions of Approval:

$$203 \overline{) 0.016 \text{ cfs/ac}}$$

$$203 \overline{) 3.28}$$

$$203 \overline{) 4.5 \text{ AF/ac}}$$

$$203 \overline{) 913.5}$$

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31758 V1

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Remarks:

Comments:

1. dhatfield 8/26/2003 Ownership Info

Comment: This right is the result of a split per transfer filed, for a portion of 63-31494

Dates and Other Information:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Defendant:

Plaintiff:

Civil Case Number:

Judicial District:

Notice of Error Flag:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate Per Acre: 0.02

Generic Max Volume Per Acre: 4.5

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

Comment Report

63-31688

1. dnelson 5/20/2003 Legal Notice Remarks

Comment: Mitigation for consumptive use has been proposed. Water bearing zone to be appropriated is from 350 to 600 feet.

This application was previously advertised on the 6/5/03 and 6/12/03 with the incorrect priority date. The correct priority date of 2/7/2003 is listed above.

2. dnelson 5/20/2003 Comment/Analysis

Comment: This application is for gravel washing and dust control at a gravel pit operation. The applicant has purchased 10 acres of water right 63-31494 that will be retired to mitigate for 35 acre feet of water used for the gravel pit operation. This right will need to be limited to 35 acre feet of water. Pleasant Valley Irrigation District and Untied Water have overlapping water rights for the ground proposed in the application, but neither of these rights seems significant. The property borders the Correctional Institution, which would account for the United Water overlap. There are no overlapping water rights for the point of diversion. Water right 63-31494 is located a considerable distance from the proposed use, but the applicants consultant has already received acceptance of his proposal from Norm Young. The diversion rate for the land retired will be considerably less the diversion rate of the land retired. This was considered acceptable because the new application would have a later in time priority date, and would subject to reductions if the increased diversion rate causes harm to existing water users.

3. kwalker 9/5/2003 Place of use

Comment: It was noticed during permit review that a 40 acre tract in the place of use had not been included in the data entry or advertisement of this application. I contacted the region and they determined that this did not need to be readvertised since no protests had been received to the application and all the place of use is in the same area.

MICROFILMED

SEP 18 2003

IDAHO DEPARTMENT OF WATER RESOURCES
APPROPRIATION APPLICATION ANALYSIS SHEET

RECEIVED
DEC 3 2002
Idaho Department of Water Resources

Initial review by DAN Date 3-25-03 Application # 63-31688

REQUIRED INFORMATION

- ☒ Name (If applicant is a corporation or partnership, the names and addresses for the director, officers, and other partners must be included)
- ☒ Address
- ☒ Source (See USGS Quad for names of water sources)
- ☒ Point of Diversion (10 acres for spring, lot & block descriptions for Subdivisions, local name)
- ☒ County
- ☒ Quantity (Flow and /or Volume)
- ☒ Period of use
- ☒ Nature of proposed use (Include description of use)
- ☒ Description of diverting works
- ☒ Time required for beneficial use of water
- ☒ Place of use or acres irrigated
- ☒ Map (Show T, R, S, QQ &/OR QQQ)
- ☒ Subdivision plat (for > 1 home in restricted area $\geq$ 5 homes in non-restricted area)
- ☒ Signature (If applicant is corporation, partnership, or municipality, title of signatory is required)
- ☒ Correct fee paid

Government Lots
NO P/D
NO P/U

ADDITIONAL INFORMATION

yes ADVERTISE REMARKS (Yes or No)

YES NO

- ☒ Overlapping place of use (Describe source and relationship to present application on next page) Pleasant Valley Irrig. dist overlaps PUD, But doesn't seem to be for the same ground, either way NOT significantly related within UNITED WATER BORDERS FOR CORRECTIONAL INSTITUTION
- ☒ Overlapping point of diversion
- ☒ Critical groundwater area
- ☒ Ground water management area SOUTH OF SE Boise! Boise FRONT
- ☒ 1992 moratorium mitigation PROPOSED.
- ☒ Surface water source, IDFG letter needed
- ☒ Protected river or minimum flow reach, notify water planning bureau
- ☒ E-mail to Dam Safety staff (for any storage)
- ☒ Mitigation plan Check any that apply
- ☒ Immediate = acceptable plan required and submitted mitigation plan attached.
- ☒ Future = open areas, acceptance of condition of approval is in file
- ☒ Send power requirement letter &/or fish farm requirement letter
- ☒ Power residency affidavit
- ☒ Diversion greater than 5 cfs or 500 af or irrigation greater than 200 acres (if YES, attach Large Diversion supplementary analysis sheet)
- ☒ REQUEST ADDITIONAL INFORMATION FROM THE APPLICANT

Date Requested _____ Date Response Received _____

PROCESSINGAPPLICATION # 63-31680

YES NO

☒ ☐ In form for advertising
☐ ☒ Statewide advertising (> 10 cfs &/or 1000 af)
☒ ☐ Fee amount, receipt number, and date recorded on application

SEND COPIES TO NOTE IF E-MAIL COMMENT LETTER USED

YES NO

☐ ☒ I.D. Environmental Quality
☐ ☒ I.D. District Health
☐ ☒ I.D. Fish & Game
☐ ☒ I.D. Lands

YES NO

☐ ☒ US BLM
☐ ☒ US Forest Service
☐ ☒ Water Dist #
☐ ☒ Water Planning Bureau
☐ ☒ Other

FINAL REGIONAL PROCESSING REVIEW

YES NO

☒ ☐ Affidavit of publication received
☒ ☐ Application published correctly? If not, record action taken

☒ ☐ Publication dates and paper recorded on application
☐ ☒ Final date for protest 6-23-03 8-25-03
☐ ☒ Protests received
☐ ☒ Recommendations attached
☐ ☒ Measuring device required
☐ ☒ Water delivered by water master? District #
☒ ☐ Special conditions of approval or cover letter

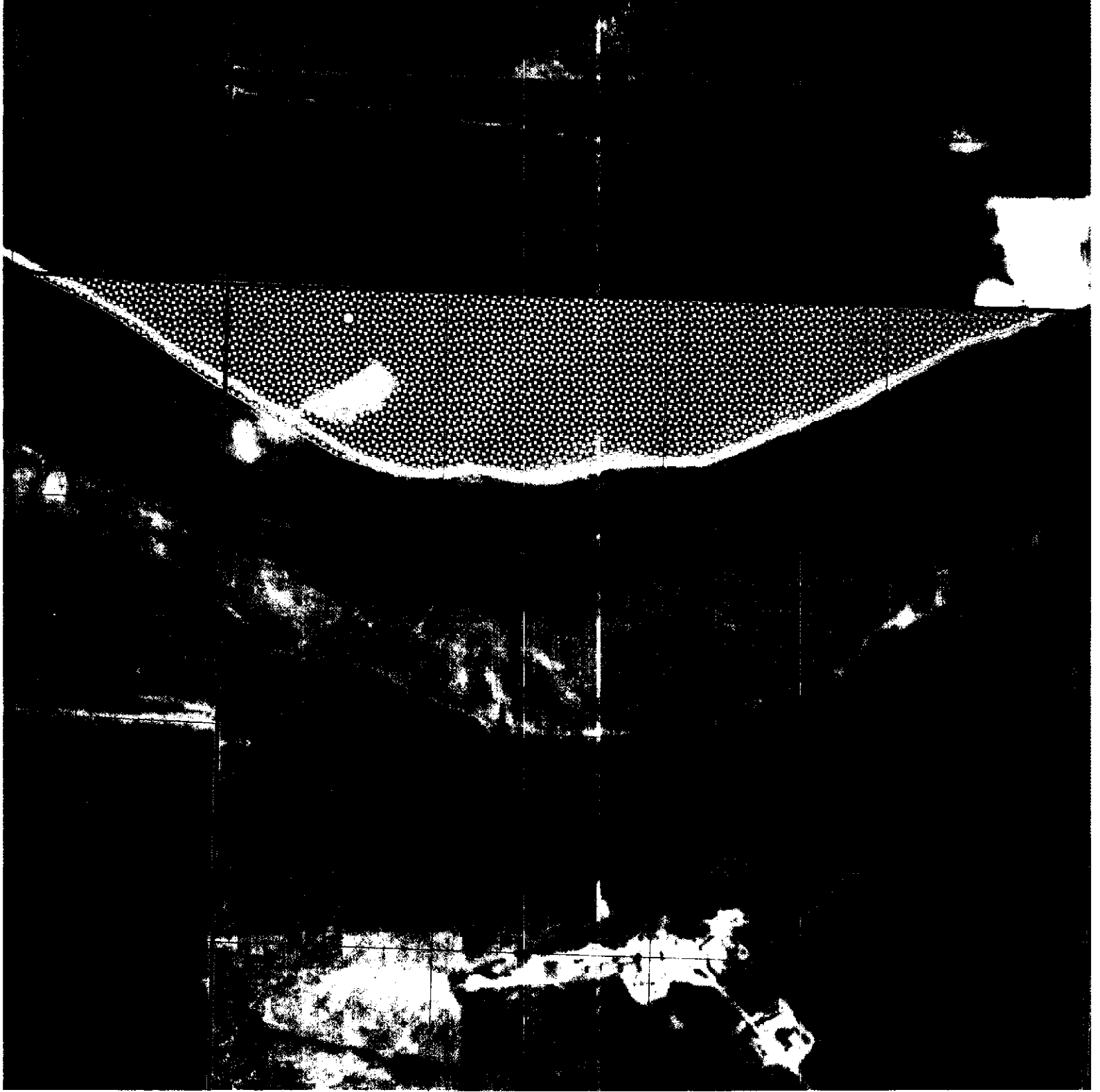
046 121, Total volume limited to 35 acre feet annually.
Water bearing zone from 350 to 600 feet in depth

Recommended Date of Priority 2/7/03Recommendation ☒ Approve ☐ Deny by Days Date 8/28/03**ADDITIONAL INFORMATION**☐ See attached proof report, note any Legal Notice Remarks &/or Comments☐ See attached shapefile

WORKFLOW SHAPE CREATED
BY DAN NELSON

MICROFILMED

SEP 19 2009



The Idaho Statesman

P.O. Box 40, Boise, Idaho 83707-0040

LEGAL ADVERTISING PROOF OF PUBLICATION

Account #	DTI#	Identification	Amount:
047628	928258	NOTICE OF APPLICATION	\$183.88
Attention:	P.O. #	Run Dates	
SUE TAYLOR		AUGUST 7, 14, 2003	
IDAHO DEPT. WATER RESOURCES WEST 2735 AIRPORT WY. BOISE, ID 83705			Number of Lines 3 X 34
			Affidavit 1
			Legal # 17059

RECEIVED

AUG 13 2003

WATER RESOURCES
WESTERN REGION

JANICE HILDRETH, being duly sworn, deposes and says: That she is the Principal Clerk of *The Idaho Statesman*, a daily newspaper printed and published at Boise, Ada County, State of Idaho, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in *The Idaho Statesman*, in conformity with Section 60-108, Idaho Code, as amended, for:

TWO

☒ consecutive weekly ☐ single
☐ consecutive daily ☐ odd skip
insertion(s)

beginning issue of: AUGUST 7, 2003

ending issue of: AUGUST 14, 2003

Janice Hildreth

STATE OF IDAHO)
) ss
COUNTY OF ADA)

On this 14 day of AUGUST in the year of 2003 before me, a Notary Public, personally appeared before me Janice Hildreth known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.

2/28/08

Notary Public for Idaho
Residing at: Boise, Idaho
My Commission expires:

Jan English

NOTARY PUBLIC

SEP 10 2003

LEGAL NOTICE

The following application(s) have been filed to appropriate the public waters of the State of Idaho:
63-31688

COUNTY OF ADA
HIGHWAY DISTRICT
318 E. 37TH ST
GARDEN CITY ID 83714-6466

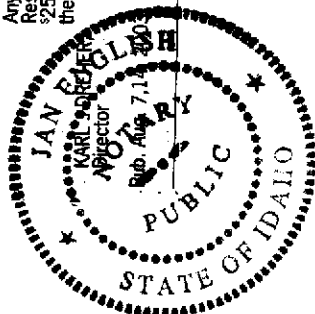
Points(s) of Diversion: INDUSTRIAL 01/01 To 12/31 NWNW S29 T02N R02E ADA County Source GROUND WATER
Use: 0.5 CFS 35 AFA

Total Diversion:
Date Filed: 02/07/2003
Place Of Use: INDUSTRIAL

T02N R02E S29 NENE NWNE NENW NWNW

Remark:

Mitigation for consumptive use has been proposed. Water bearing zone to be appropriated is from 350 to 600 feet.
This application was previously advertised on the 6/5/03 and 6/12/03 with the incorrect priority date. The correct priority date of 2/7/2003 is listed above.
Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec. 42-203A, Idaho Code.
Any protest against the approval of this application must be filed with the Director, Dept. of Water Resource, Western Region, 2735 Airport Wy, Boise ID 83705 together with a protest fee of \$25.00 for each application on or before 08/25/2003. The protestant must also send a copy of the protest to the applicant.



17059

IDAHO DEPARTMENT OF WATER RESOURCES
WESTERN REGION
2735 AIRPORT WAY
BOISE ID 83705

July 30, 2003

Legal Notice Department
IDAHO STATESMAN
PO BOX 40
BOISE ID 83707

RE: Application for Permit Nos. 63-31688, 65-31741 and 65-31745

Dear LEGAL NOTICE DEPARTMENT:

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 08/25/2003. Your cooperation is appreciated.

Sincerely

Sue Taylor
Senior Secretary

WATER RESOURCES
DIVISION

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

63-31688

COUNTY OF ADA
HIGHWAY DISTRICT
318 E 37TH ST
GARDEN CITY ID 83714-6466

Point(s) of Diversion NWNW S29 T02N R02E ADA County Source GROUND WATER

Use: INDUSTRIAL 01/01 To 12/31 0.5 CFS 35 AFA

Total Diversion: 0.5 CFS 35 AFA

Date Filed: 02/07/2003

Place Of Use: INDUSTRIAL

T02N R02E S29 NENE NWNE NENW NWNW

Remark: Mitigation for consumptive use has been proposed. Water bearing zone to be appropriated is from 350 to 600 feet.

This application was previously advertised on the 6/5/03 and 6/12/03 with the incorrect priority date. The correct priority date of 2/7/2003 is listed above.

Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec 42-203A, Idaho Code.

Any protest against the approval of this application must be filed with the Director, Dept. of Water Resource, Western Region, 2735 Airport Wy, Boise ID 83705 together with a protest fee of \$25.00 for each application on or before 08/25/2003. The protestant must also send a copy of the protest to the applicant.

KARL J DREHER, Director

Published in the Idaho Statesman on August 7 and 14, 2003.

The Idaho Statesman

P.O. Box 40, Boise, Idaho 83707-0040

LEGAL ADVERTISING PROOF OF PUBLICATION

Account #	DTI#	Identification	Amount
047628	887817	APPLICATION 63-31688	\$119.00
Attention:	P.O. #	Run Dates	
SUE TAYLOR		JUNE 5, 12, 2003	
IDAHO DEPT. WATER RESOURCES WEST 2735 AIRPORT WY. BOISE, ID 83705			Number of Lines 2 X 34
			Affidavit 1
			Legal # 16594

LEGAL NOTICE

The following application(s) have been filed to appropriate the public waters of the State of Idaho:
63-31688

COUNTY OF ADA
HIGHWAY DISTRICT
318 E 37TH ST
GARDEN CITY ID 83714-6466

Point(s) of Diversion NWNW S29 T02N R02E ADA County Source GROUND WATER

Use: INDUSTRIAL 01/01 To 12/31 0.5 CFS 35 AFA
Total Diversion: 0.5 CFS 35 AFA

Date Filed: 05/20/2003
Place Of Use: INDUSTRIAL
T02N R02E S29 NENE NWNE NENW NWNW

Remark: Mitigation for consumptive use has been proposed. Water bearing zone to be appropriated is from 350 to 600 feet.

Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec 42-203A, Idaho Code.

Any protest against the approval of this application must be filed with the Director, Dept. of Water Resource, Western Region, 2735 Airport Wy, Boise ID 83705 together with a protest fee of \$25.00 for each application on or before 06/23/2003. The protestant must also send a copy of the protest to the applicant.

KARL J DREHER, Director

Pub. June 5, 12, 2003

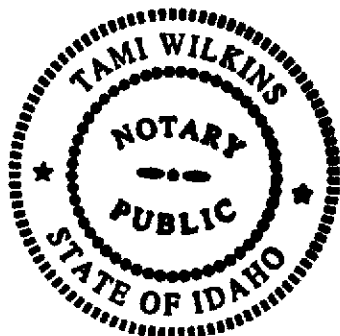
16594

2-7-03

RECEIVED

JUN 16 2003

WATER RESOURCES
WESTERN REGION



JANICE HILDRETH, being duly sworn, deposes and says: That she is the Principal Clerk of *The Idaho Statesman*, a daily newspaper printed and published at Boise, Ada County, State of Idaho, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in *The Idaho Statesman*, in conformity with Section 60-108, Idaho Code, as amended, for:

TWO

☒ consecutive weekly ☐ single
☐ consecutive daily ☐ odd skip
insertion(s)

beginning issue of: JUNE 5, 2003

ending issue of: JUNE 12, 2003

Janice Hildreth

STATE OF IDAHO)

.SS

COUNTY OF ADA)

On this 12 day of JUNE in the year of 2003 before me, a Notary Public, personally appeared before me Janice Hildreth known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.

Tami Wilkins

Notary Public for Idaho

Residing at: Boise, Idaho

My Commission expires: 9-30-08

SCANLAN ENGINEERING

Groundwater and Environmental Engineering

May 3, 2003

Dan Nelson
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705

Subject: Mitigation for Ada County Highway District Application for Permit

Dear Dan:

Enclosed is a copy of the water right purchase agreement between Ada County Highway District (ACHD) and Carl and Laura Post (Post). The agreement provides for ACHD to purchase a 10-acre portion of water right 63-31494. The 10 acres of water right 63-31494 are proposed for retirement as mitigation for ACHD's pending application for permit. The purchase will be finalized following approval of ACHD's application.

Also enclosed is a revised mitigation plan for the application for permit. Based on your recommendation, the mitigation plan has been revised to increase the annual diversion volume from 30 acre feet to 35 acre feet. This change is based on current Western Region IDWR policy to recognize the IDWR standard consumptive use volume (in this case, 3.5 acre feet per acre) for purposes of mitigation plans. The first page of the application has been amended to show 35 acre feet rather than 30 acre feet as the annual diversion volume.

Sincerely,



Terry M. Scanlan, P.E.

Cc: Errol Morgan
Nick Bokides
Kathy Takasugi

Received
SEP 16 2003

SCANLAN ENGINEERING

Groundwater and Environmental Engineering

March 31, 2003

Dan Nelson
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705

RECEIVED
APR 03 2003
WATER RESOURCES
WESTERN REGION

Subject: Sale of Portions of Water Right 63-31494

Dear Dan:

Enclosed at your request is a map showing water right 63-31494 acres to be removed from irrigation following sale of water rights by Carlos and Laura Posts. The Posts are currently in the process of selling portions of water right 63-31494 totaling 79 acres as described below.

1. Ada County Highway District (ACHD) is purchasing 10 acres from the SWSE Section 36, T6N, R3W. ACHD has submitted an application for permit that proposes retirement of these 10 acres as mitigation for groundwater use at a gravel pit operation located in Section 29, T2N, R2E.
2. Paul and Susan Beckman are purchasing 5 acres from the NWSE, 10 acres from the SWSE, and 35 acres from the SESE of Section 36, T6N, R3W. The Beckmans have submitted an application to transfer the 50 acres of water right to their lands located in Section 25, T5N, R1W.
3. Shirley Adams Sharp is purchasing 4 acres from the NWSE and 15 acres from the SWSE of Section 35, T6N, R3W. Mrs. Sharp proposes transferring this water right to her lands located in Section 21, T5N, R1W. The 19 acres of water right will be split into three separate water rights of 3 acres, 3 acres, and 13 acres. We plan to submit three applications for transfer in April 2003.

Please contact me with any questions.

Sincerely,



Terry M. Scanlan, P.E.

Cc: Carl Post
Errol Morgan
Paul Beckman
Shirley Sharp
Nick Bokides
Kathy Takasugi
Mike Creamer
Bruce Smith

SCANLAN ENGINEERING

Groundwater and Environmental Engineering

February 6, 2003

Gary Spackman
Western Region Manager
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705

RECEIVED

FEB 07 2003

WATER RESOURCES
WESTERN REGION

Subject: Application for Permit – Ada County Highway District

Dear Gary:

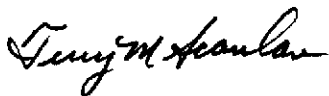
On behalf of Ada County Highway District (ACHD), I am please to submit the enclosed Application for Permit for appropriation of groundwater at ACHD's gravel pit on Tenmile Creek Road. The application proposes a maximum diversion rate of 0.50 cfs and a maximum annual volume of 30 acre feet for industrial uses such as dust control and gravel washing.

As described in the attached mitigation plan, the consumptive use proposed by this application will be mitigated by retirement of a 10-acre portion of irrigation groundwater right 63-31494. As a result of this mitigation, we anticipate no detrimental impacts to existing surface water or groundwater rights in the Boise River Basin or the Snake River Basin. Therefore, we seek an exemption from the Administrative Processing Hold in the Boise River Basin, and ask that the Department proceed with processing of this application.

ACHD is in the process of finalizing the purchase agreement for the 10-acre irrigation water right proposed for mitigation, and we expect to forward a copy of the purchase agreement to your office within the next two weeks.

A check for the \$250.00 filing fee is enclosed. Please contact me with any questions.

Sincerely,



Terry M. Scanlan, P.E., P.G.

Cc: Errol Morgan – ACHD
Kathy Takasugi – ACHD
Nick Bokides
Carl Post