

State of Idaho
Department of Water Resources
Permit to Appropriate Water
NO. 63-31995

Priority: June 03, 2004

Maximum Diversion Rate: 5.57 CFS

This is to certify, that BC SIX LLC
3988 N COLE RD
BOISE ID 83704

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>
FIRE PROTECTION	01/01 to 12/31	5.57 CFS

LOCATION OF POINT OF DIVERSION:

GROUND WATER SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 16, Twp 02N, Rge 02W, B.M., CANYON County

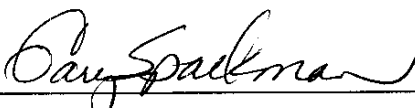
PLACE OF USE: FIRE PROTECTION

Twp Rge Sec	NE				NW				SW				SE				
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
02N 02W 16				X													

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before **November 01, 2009**.
2. Subject to all prior water rights.
3. 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 the permit holder had no control.
4. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
5. Water bearing zone to be appropriated is from 50 to 250 feet.
6. Water shall not be diverted for fire protection use under this right except to fight or repel an existing fire.
7. 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.
8. The Director retains jurisdiction to require the right holder to provide purchased or leased natural flow or stored water to offset depletion of Lower Snake River flows if needed for salmon migration purposes. The amount of water required to be released into the Snake River or a tributary, if needed for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this permit.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the signature of the Director, affixed at Boise, this 12th day of November, 2004.


FOR KARL J DREHER, Director

RECEIVED

100-62004

Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

RECEIVED

JUN 03 2004

WATER RESOURCES
WESTERN REGION

1. Name of Applicant BC Six, LLC Phone (208) 376-3337
Mailing address 3988 North Cole Road, Boise, ID 83704
2. Source of water supply ground water which is a tributary of NA
3. Location of point of diversion is Township 2N Range 2W Sec. 16, in the _____
SE $\frac{1}{4}$, NE $\frac{1}{4}$, Govt. Lot _____, B.M., Canyon County;
additional points of diversion if any: _____
4. Water will be used for the following purposes:
- | | | | |
|--|----------------------------|--|------------------------|
| Amount <u>5.57</u>
(cfs or acre-feet per annum) | for <u>fire protection</u> | purposes from <u>1/1</u> to <u>12/31</u> | (both dates inclusive) |
| Amount _____
(cfs or acre-feet per annum) | for _____ | purposes from _____ to _____ | (both dates inclusive) |
| Amount _____
(cfs or acre-feet per annum) | for _____ | purposes from _____ to _____ | (both dates inclusive) |
| Amount _____
(cfs or acre-feet per annum) | for _____ | purposes from _____ to _____ | (both dates inclusive) |
| Amount _____
(cfs or acre-feet per annum) | for _____ | purposes from _____ to _____ | (both dates inclusive) |
| Amount _____
(cfs or acre-feet per annum) | for _____ | purposes from _____ to _____ | (both dates inclusive) |
5. Total quantity to be appropriated is (a) 5.57 and/or (b) _____
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 18-inch well with electric pump and buried piping to fire hydrants
- b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet
- c. Proposed well diameter is 18 inches; proposed depth of well is 120 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. Fire protection (2,500 gpm) for commercial buildings.

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	2W	16				F													

Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. NA

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: NA

12. Remarks: Water-bearing zone to be appropriated is 50 to 250 feet.

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.

BC Six, LLC

William B. Cunningham Managing Partner
Signature of Applicant (and title, if applicable)

William B. Cunningham

Received by sk Date 6-30-04 Time 11:55 Preliminary check by _____
Fee \$ 450 Received by sk # W031787 Date 6-3-04
Publication prepared by sk Date 10-7-14-04 Published in PRESS TRIBUNE
Publication approved sk Date 10-26-04

REQUEST TO PROCESS

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

Name of Applicant BC Six, LLC

Mailing Address 3988 North Cole Road
Boise, ID 83704

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.

 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.

 X 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 BC Six, LLC
By: William B. Cunningham Managing Partner
William B. Cunningham

Date June 17, 2004

Please return this form to:

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



Idaho Secretary of State Viewing Business Entity

[[New Search](#)] [[Back to Summary](#)]
[[Get a certificate of existence for BC SIX, LLC](#)]

BC SIX, LLC

3988 N. COLE ROAD
BOISE, ID 83704

Type of Business: LIMITED LIABILITY COMPANY

Status: EXISTING, ANREPT SENT 01 Dec 2003

State of Origin: IDAHO

Date of 09 Feb 1999

Origination/Authorization:

Current Registered Agent: WILLIAM B CUNNINGHAM
3988 N. COLE ROAD
BOISE, ID 83704

File Number: W8003

Date of Last Annual Report: 08 Dec 2003

Amendments:

Amendment filed 19 Jul 2000 OTHER - CHG TO
MANAGERS

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

Amendment filed 09 Feb 1999 ARTICLES OF
ORGANIZATION

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

Annual Reports:

Report for year 2004 ANNUAL REPORT

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

Report for year 2001 ANNUAL REPORT

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

Report for year 2001 ANNUAL REPORT

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

Report for year 1999 ANNUAL REPORT

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

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

[State of Idaho Home Page](#)

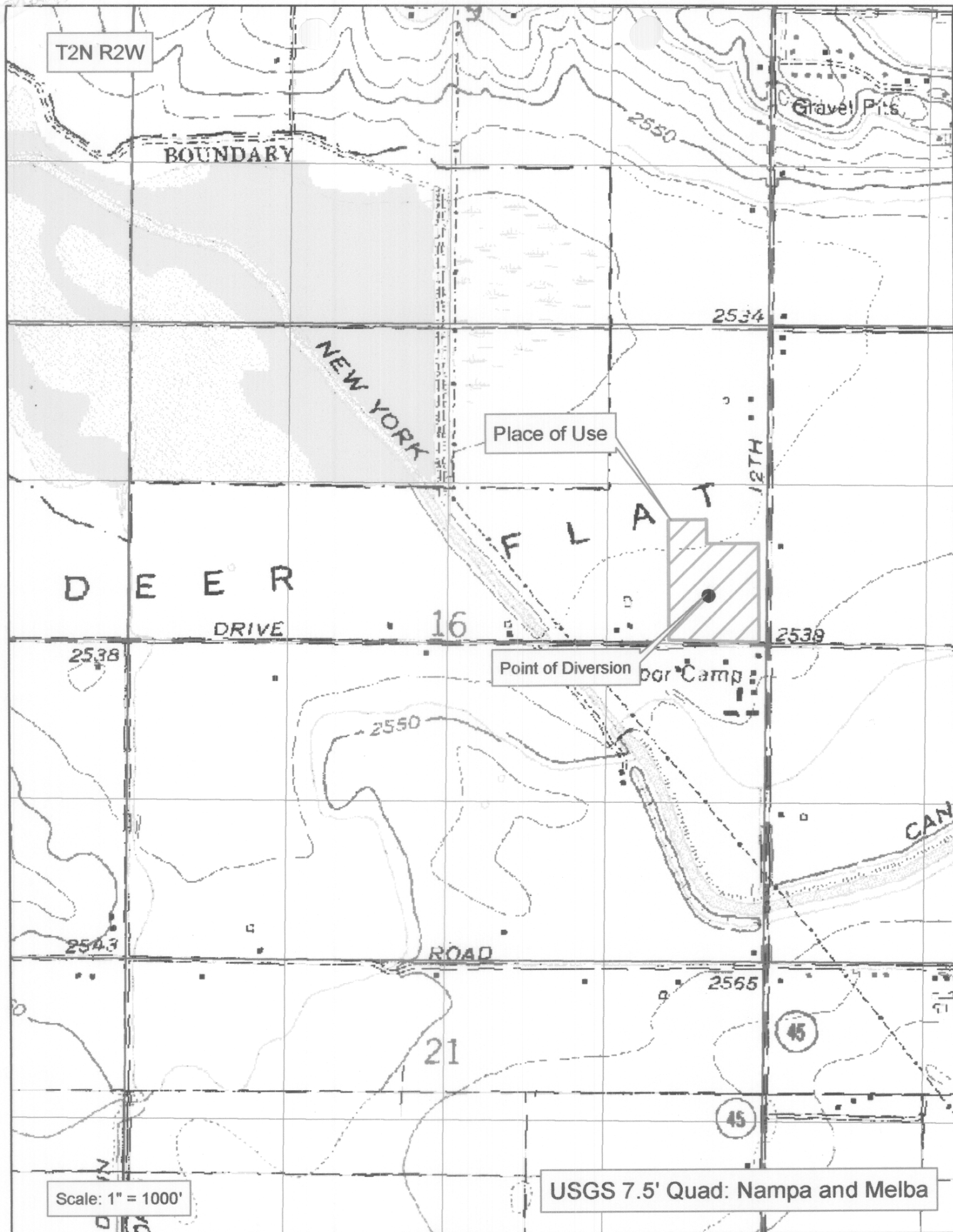
Comments, questions or suggestions can be emailed to: sosinfo@idsos.state.id.us

No. W 8003 Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	Due no later than February 29, 2004 Annual Report Form BC SIX, LLC WILLIAM B CUNNINGHAM 3988 N. COLE ROAD BOISE, ID 83704	2. Registered Agent and Office NO PO BOX WILLIAM B CUNNINGHAM 3988 N. COLE ROAD BOISE, ID 83704 3. New Registered Agent Signature																		
4. Limited Liability Companies: Enter Names and Addresses of Members. <table border="1"> <thead> <tr> <th>Office held</th> <th>Name</th> <th>Street or P.O. Address</th> <th>City</th> <th>State</th> <th>Zip</th> </tr> </thead> <tbody> <tr> <td>Managing Member</td> <td>William Cunningham</td> <td>3988 N. Cole Rd.</td> <td>Boise</td> <td>Idaho</td> <td>83704</td> </tr> <tr> <td>Managing Member</td> <td>Bonnie Cunningham</td> <td>- Same -</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Office held	Name	Street or P.O. Address	City	State	Zip	Managing Member	William Cunningham	3988 N. Cole Rd.	Boise	Idaho	83704	Managing Member	Bonnie Cunningham	- Same -			
Office held	Name	Street or P.O. Address	City	State	Zip															
Managing Member	William Cunningham	3988 N. Cole Rd.	Boise	Idaho	83704															
Managing Member	Bonnie Cunningham	- Same -																		
5. Organized Under the Laws of: IDAHO W 8003	6. Signature <u>William Cunningham</u> Date <u>12-5-03</u> Name (Printed) <u>William Cunningham</u> Title <u>Managing Member</u>																			

issued 12/01/2003

Do Not Tape or Staple

1044



63-31995

Now

Starting

Right Side

of File.



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 16, 2004

BC SIX LLC
3988 N COLE RD
BOISE ID 83704

RE: Permit No. 63-31995

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.

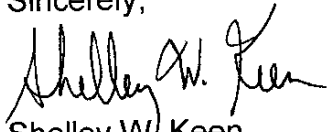
The Department will send you a 'Proof Due Notice' approximately 60 days prior to the above referenced date requesting you to file either a Proof of Beneficial Use form or a Request for Extension of Time form.

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.

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 208-287-4947.

Sincerely,

A handwritten signature in black ink, appearing to read "Shelley W. Keen". The signature is fluid and cursive, with the first name "Shelley" being more prominent.

Shelley W. Keen

Water Rights Supervisor

SWK:klt

Enclosure(s)

cc: SPF WATER ENGINEERING LLC

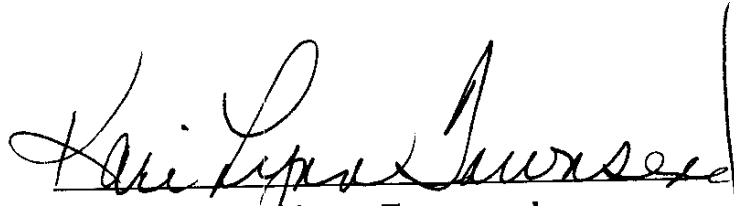
CERTIFICATE OF SERVICE

I hereby certify that on November 16, 2004 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. 63-31995

**BC SIX LLC
3988 N COLE RD
BOISE ID 83704**

**SPF WATER ENGINEERING LLC
C/O TERRY SCANLAN
600 E RIVER PARK LN STE 105
BOISE ID 83706**



**Kari Lynn Townsend
Secretary**

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

(To be used in connection with actions when a hearing was not held)

(Required by Rule of Procedure 730.02)

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 Water Resource 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.

Comment Report

63-31995

1. scurtis 9/21/2004 Legal Notice Remarks

Comment: Water bearing zone to be appropriated is from 50 to 250 feet.

Applicant agrees to mitigate consumptive use in the future as needed.

2. dnelson 9/21/2004 Comment/Analysis

Comment: This application is for fire protection for commercial buildings. The applicant has supplied documentation for large diversion request that seems suitable.

There are no significant overlapping water rights.

3. kwalker 11/10/2004 Permit Review

Comment: Application for large diversion rate. Applicant submitted info to comply with requirements. Recommend approval.

RECEIVED

OCT 15 2004

WATER RESOURCES
WESTERN REGION

e0100285 04519199
1 Idaho Dept. of Water Resource
2735 Airport Way
BOISE ID 83705

LEGAL NOTICE

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

63-31995 ✓

BC SIX LLC
3988 N COLE RD
BOISE ID 83704

Point(s) of Diversion
SENE
S16 T02N R02W
CANYON County
Source GROUND WATER

Use: FIRE PROTECTION
01/01 To 12/31
5.57 CFS

Total Diversion: 5.57 CFS

Date Filed: 06/03/2004

Place Of Use:
FIRE PROTECTION
T02N R02W S16
SENE

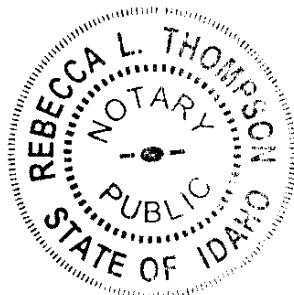
Remark: Water bearing zone to be
appropriated is from 50 to 250 feet.
Applicant agrees to mitigate con-
sumptive use in the future as need-
ed.

Permits will be subject to all prior
water rights. Protests may be sub-
mitted 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 pro-
test fee of \$25.00 for each applica-
tion on or before 10/25/2004. The
protestant must also send a copy of
the protest to the applicant.

KARL J DREHER,
Director
October 7, 14, 2004.

04519199



AFFIDAVIT OF PUBLICATION

STATE OF IDAHO)
County of Canyon) SS.

Rae Barbosa
of Nampa, Canyon County, Idaho, being
first duly sworn, deposes and says:

1. That I am a citizen of the United States,
and at all times hereinafter mentioned
was over the age of eighteen years, and
not a party to the above entitled action.
2. That I am the Principal Clerk of the
Idaho Press-Tribune, a daily newspaper
published in the City of Nampa, in the
County of Canyon, State of Idaho; that
the said newspaper is in general
circulation in the said County of
Canyon, and in the vicinity of Nampa
and Caldwell, and has been
uninterruptedly published in said
County during a period of seventy-eight
consecutive weeks prior to the first
publication of this notice, a copy of
which is hereto attached.
3. That the notice, of which the annexed is
a printed copy, was published in said
newspaper 2 time(s) in the regular
and entire issue of said paper, and was
printed in the newspaper proper, and not
in a supplement.
4. That said notice was published the
following:

10/07/2004, 10/14/2004

STATE OF IDAHO)
County of Canyon)

On the 14th day of October in the year of 2004
before me, a Notary Public, personally appeared.
Rae Barbosa,
known or identified to me to be the person
whose name is subscribed to the within
instrument, and being by me first duly sworn,
declared that the statements therein are true, and
acknowledge to me that he/she executed the same.

Notary Public for Idaho
Residing at Nampa
My commission expires April 19, 2008

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

September 29, 2004

Legal Notice Department
PRESS-TRIBUNE
PO BOX 9399
NAMPA ID 83652

RE: Transfer Nos. 71407 and 71236
Application No. 63-31995

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 10/25/2004. Your cooperation is appreciated.

Sincerely

Sue Kreger
Administrative Assistant

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

63-31995

BC SIX LLC
3988 N COLE RD
BOISE ID 83704

Point(s) of Diversion SENE S16 T02N R02W CANYON County Source GROUND WATER

Use: FIRE PROTECTION 01/01 To 12/31 5.57 CFS

Total Diversion: 5.57 CFS

Date Filed: 06/03/2004

Place Of Use: FIRE PROTECTION

T02N R02W S16 SENE

Remark: Water bearing zone to be appropriated is from 50 to 250 feet.
Applicant agrees to mitigate consumptive use in the future as needed.

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 10/25/2004. The protestant must also send a copy of the protest to the applicant.

KARL J DREHER, Director

Published in the Press Tribune on October 7 and 14, 2004.

RECEIVED
SEP 20 2004
WATER RESOURCES
WESTERN REGION

September 17, 2004

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

Re: Application for Water Right Permit - BC Six, LLC

Dear Mr. Nelson:

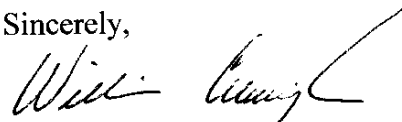
Your letter of July 22, addressed to Terry Scanlan of SPF Water Engineering, needed three items addressed. Terry replied to item # 3, sufficiency of water supply. I am addressing items # 1 and # 2.

Item # 2 addressed the input and knowledge of the local fire district. Enclosed is a copy of the letter from the Upper Deer Flat Fire Department to the Hearing Examiner who heard the zoning change request for Canyon County. The fire control system is being designed to meet the fire district requirements.

Item # 3 addressed the issue of financial resources to pay for the fire control construction. We have sold one lot to Harold Bingham dba Agri-lines Irrigation for \$115,000. Agri-lines irrigation is installing the fire control system and the cost of the system will be deducted from the sales proceeds resulting in payment of the cost of well construction. A copy of the sales agreement is enclosed. There is no debt against this parcel.

If you need additional information, please contact me.

Sincerely,



William Cunningham
BC Six, LLC

FROM : UPPER DEERFLAT DA

FAX NO. : 4660670

Oct. 17 2003 09:22AM P1



9500 Missouri Ave. • Nampa, ID 83686 • (208) 466-0670

November 27, 2002

Dear Development Services:

Attention: Hearing Examiner

Case#: RZ2002-19

In regards to the request for a rezone of approximately 16 acres from "A" (Agricultural) to a "C-1" (neighborhood Commercial) zone.

I have reviewed the conceptual plan for the proposed development. Here is a list of some of are requirements but not limited to.

1. Year round live fire hydrant system with a minimum of 2500 GPM at 20psi for a two-hour period.
2. Hydrant placement to be determined by the fire chief and fire prevention Officer.
3. All roads must meet Nampa highway district standards.
4. Need a minimum of two accesses for ingress / egress.

Sincerely;

Russ Shroll
Fire Chief

gms
11/27/02

RE-11 ADDENDUM/AMENDMENT JULY 2004 EDITION PAGE 1 OF 1

RE-11 ADDENDUM/AMENDMENT # 5 (1,2,3, etc.)

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

- 1 This is an ☐ ADDENDUM or an ☒ AMENDMENT to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.
2 ("Addendum" means that the information below is added material for the agreement (such as lists or descriptions)).
3 ("Amendment" means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

4
5 Earnest Money Dated: Sept 17 2004 ID# 25666 ADDRESS: TBD Lakeshore7 BUYER(S): Harold Bingham, DBA Agri-Lines Irrigation8 SELLER(S): BC Six LLC

9 The undersigned parties hereby agree as follows:

10 1) Purchase price to be \$115,000. Both parties agree that there will not be any additional price increase on the lot.

11 2) Closing to be on or before July 1, 2005.

12 All other terms and conditions to remain the same.

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34 To the extent the terms of this ADDENDUM or AMENDMENT modify or conflict with any provisions of the Real Estate Purchase and Sale Agreement including all prior Addendums or Amendments, these terms shall control. All other terms of the Real Estate Purchase and Sale Agreement including all prior Addendums, Amendments, or Counter Offers not modified by this ADDENDUM or AMENDMENT shall remain the same.

35 The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

36 Date 7-13-04 Time 6:30 AM/PM AM Buyer [Signature] 7-13-04 637 Date 7-16-04 Time 11:10 AM/PM AM Seller BC Six LLC 7-16-0438 by: Will B. Coughlin, Manager

39 This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed for and is provided only for the real estate professionals who are members of the National Association of REALTORS®.

40 USE BY ANY OTHER PERSON IS PROHIBITED.

41 © Copyright Idaho Association of REALTORS®, Inc., All rights reserved.

42 RE-11 ADDENDUM/AMENDMENT JULY 2004 EDITION PAGE 1 OF 1

43

Printed Using Professional Computer Forms Co. OnLine Forms Software 07/04

RECEIVED
SEP 20 2004
WATER RESOURCES
WESTERN REGION



VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

DATE 9-17-02

ID# 2566

1. REAL ESTATE OFFICES: PETERSON & ASSOCIATES
LISTING AGENCY

Office Phone # 466-4098

Other Phone # _____

Office Fax # 466-2361 E-Mail _____

Phone # _____

Listing Agent RAY PETERSON E-Mail _____

Office Phone # 459-8814

SELLING AGENCY THE PREFERRED CO.

Other Phone # 459-8814

Office Fax # 459-8800 E-Mail _____

Phone # 880-3436

Selling Agent ALAN MCRAE E-Mail _____

2. BUYER: HAROLD BINGHAM DBA AGRI LINES IRRIGATION (Hereinafter called "BUYER")

agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY

KNOWN AS TBD LAKESTORE City NAMPA County CANYON ID, Zip 83686

legally described as: PROPERTY TO BE SURVEYED PRIOR TO CLOSING. (A PORTION OF PARCEL # 2R02N02W16B01)

OR ☐ Legal Description Attached as addendum # _____ (Addendum must accompany original offer.)

3. TOTAL PURCHASE PRICE: ONE HUNDRED ONE THOUSAND DOLLARS, \$ 101,000.00
payable upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: Note: A+C+D must add up to total purchase price, except for 100% financing

\$ 1000 A. EARNEST MONEY: BUYER hereby deposits ONE THOUSAND DOLLARS as Earnest

Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other _____ and

a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be

held by: ☐ Listing Broker ☒ Selling Broker ☐ other _____ for the benefit of the parties

hereto, and THE PREFERRED COMPANY (Broker) shall hold the completely executed Broker's copy

of this Agreement. The responsible Broker shall be BETH HEMENWAY

B. ALL CASH OFFER: ☒ YES ☐ NO If this is an all cash offer do not complete lines 45 through 48, fill in blank with "Not

Applicable" or "N/A."

C. ADDITIONAL FINANCIAL TERMS: _____

\$ NONE

☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).

☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

D. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at

closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net

difference between the approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the

actual balances of said loan(s) at closing of escrow shall be adjusted in ☒ Cash ☐ Other: _____

\$ 100,000.

5. OTHER TERMS AND/OR CONDITIONS: OFFER IS CONTINGENT UPON BUYERS APPROVAL

OF PERL TEST AND THE ABILITY TO OBTAIN A SEPTIC PERMIT.

OFFER IS CONTINGENT UPON BUYERS ABILITY TO OBTAIN A WELL PERMIT.

BUYER AGREES TO SHARE COST OF THE SURVEY WITH BUYER CHOOSING THE SURVEYOR.

SEE ADDENDUM #1 FOR ADDITIONAL CONDITIONS.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 6 Pages.

BUYER's Initials [Signature] Date 9-17-02 SELLER's Initials [Signature] Date 9-20-02

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals who are members of the National Association of

REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED.

Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. All rights reserved.

Vacant Land Form Revised 8/01 PAGE 1 of 6

BROKER: The Preferred Company

AGENT: Alan McRae

SIN:PCF5-06 Printed using pcFORMATION™ Software, v. 8/01

6. **INSPECTION:** BUYER chooses ☐ to have inspection; or ☒ not to have inspection. If BUYER chooses not to have inspection skip lines 70-113. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within _____ business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have _____ business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.
3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within _____ business days that they will not continue with the transaction and will receive their Earnest Money back.
4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.
5. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

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

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

7. **TITLE CONVEYANCE:** Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

8. TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 3 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 3 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.
BUYER'S Initials (AK) Date 9-17-02 SELLER'S Initials (AK) Date 9-20-02

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals who are members of the National Association of

REALTORS®, USE BY ANY OTHER PERSON IS PROHIBITED.

Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. All rights reserved.

Vacant Land Form Revised 8/01 PAGE 2 of 5

BROKER: The Preferred Company

AGENT: Alan McRae

SN: PCF5-06 Printed using pcFORMATION™ Software, v. 8/01

(B) STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage policy is limited to matters of public record.

(C) EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(D) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.

Extended Coverage Owner's Policy requested ☐ Yes ☒ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

(E) The parties agree that PIONEER Title Company shall provide title policy and preliminary report of commitment.

9. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

10. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

11. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable). BUYER has reviewed C.C. & R.'s. ☐ Yes ☐ No ☒ NOT APPLICABLE.

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ NOT APPLICABLE. Association fees/dues are \$ per .

13. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the Property prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the Property shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previous agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.

14. NOXIOUS WEEDS: BUYER of the property in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

15. MINERAL RIGHTS: Any and all mineral rights which are already included with the property will be included in the sale of this property unless otherwise stipulated.

16. WATER RIGHTS: Description of water rights, water systems, wells, springs, water, ditches, ditch rights, etc., if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein:

17. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

18. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302.

19. ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES: The closing of this transaction is contingent upon written satisfaction or waiver of the following conditions. Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.
BUYER's Initials () Date 9-17-02 SELLER's Initials () Date 9-20-02

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals who are members of the National Association of

REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED.

Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. All rights reserved.

Vacant Land Form Revised 8/01 PAGE 3 of 5

BROKER: The Preferred Company

AGENT: Alan McRae

S/M: PCF5-06 Printed using pcFORMATION™ Software, v. 8/01

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee				X	Environmental Inspection (Level 1)				X
Zoning Variance				X	Environmental Inspection (Level 2)				X
Closing Escrow Fee			X		Environmental Inspection (Level 3)				X
Survey			X		PERC Test		X		
Flood Certification/Tracking Fee				X	Water Rights				X
Soil(s) Test(s)				X	Long Term Escrow Fees				X
Hazardous Waste Report(s)				X					
Attorney Contract Preparation Fee				X					
Water Rights Transfer Fee				X					

BUYER will have until FEB 14, 2003 (Date) at 5:00 ☐ am ☒ pm to satisfy or waive any and all conditions and/or contingencies.

20. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

21. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supercedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

22. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

23. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

24. SALES PRICE INFORMATION: SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement, to disclose sale data from this transaction, including selling price and property address to the local Association / Board of REALTORS®, its members, its members' prospects, appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

25. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

26. CLOSING: Closing shall occur on or before FEB 14, 2003 (Date) at 5:00 ☐ am ☒ pm, or as soon thereafter as financing documents can be prepared and marketable title delivered, but not to exceed 5 business days. This extension is not available if financing documents are prepared and marketable title can be delivered on or before the specific closing date. The terms "closing," "closed," or "closing date" shall mean when the deed or contract is recorded and funds are available to the SELLER. SELLER and BUYER acknowledge that, for closing to occur by the date specified, it may be necessary to execute documents and deposit funds in escrow prior to that date. The parties agree that the "closing agency" for this transaction shall be PIONEER TITLE (NAME).

27. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date at ☐ am ☐ pm. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of CLOSING.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages
 BUYER's Initials () Date 9-17-02 SELLER's Initials () Date 9-20-02

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

Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. All rights reserved.

Vacant Land Form Revised 8/01 PAGE 4 of 5

BROKER: The Preferred Company

AGENT: Alan McRae

S/N: PCF5-0 Printed using pcFORMATION™ Software, v. 8/01

28. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: SEE ADDENDUM

29. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☒ A. The broker working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The broker working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S).
☐ C. The broker working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ A. The broker working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B. The broker working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S).
☐ C. The broker working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understand that the above confirmation DOES NOT create an agency relationship between the Broker(s) and the BUYER(S) and SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a SEPARATE signed written agreement as required by Idaho Statute to create that relationship.

30. BUYER'S SIGNATURES: We further acknowledge receipt of a true copy of this Agreement.

☒ SEE ATTACHED BUYER'S ADDENDUM(S): 2 (Specify number of BUYER addendum(s) attached)

BUYER Signature C. Harold Bingham
Date 9-17-02 Time 1:50 ☐ a.m. ☒ p.m.
Address 24379 SUBOTWATER, WILDER
E-Mail Address _____

BUYER (Print Name) C. Harold Bingham
Phone # 337-3957 Cell # 880 5901
City WILDER State ID Zip 83676
Fax # _____

BUYER Signature _____
Date _____ Time _____ ☐ a.m. ☐ p.m.
Address _____
E-Mail Address _____

BUYER (Print Name) _____
Phone # _____ Cell # _____
City _____ State _____ Zip _____
Fax # _____

31. SELLER'S SIGNATURES:

On this date, We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☒ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # 1

SELLER Signature by: Wilb. b. Bingham
Date 9-20-02 Time 5:55 ☒ a.m. ☐ p.m.
Address 3988 N. Cole Rd.
E-Mail Address Boise, ID 83704

SELLER (Print Name) _____
Phone # _____ Cell # _____
City _____ State _____ Zip _____
Fax # _____

SELLER Signature _____
Date _____ Time _____ ☐ a.m. ☐ p.m.
Address _____
E-Mail Address _____

SELLER (Print Name) _____
Phone # _____ Cell # _____
City _____ State _____ Zip _____
Fax # _____

32. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on

Date _____ Time _____ ☐ a.m. ☐ p.m.

BUYER: _____ BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 5 Pages.
BUYER's Initials JA Date 9-17-02 SELLER's Initials WB Date 9-20-02

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

Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. All rights reserved.

ADDENDUM/AMENDMENT # 1 (1,2,3, etc.)

THIS IS AN ADDENDUM/AMENDMENT TO A PURCHASE AND SALE AGREEMENT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY OR ACCOUNTANT BEFORE SIGNING.

This is an ADDENDUM ☒ or an AMENDMENT ☐ to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.

Earnest Money Dated: SEPT 17, 2002 ID# 2566

ADDRESS: TBD LAKESHORE

BUYER(S): HAROLD BINGHAM

SELLER(S): BC SIX LLC

The undersigned Parties hereby agree as follows:

1) BUYER, AT BUYERS COST WILL APPLY FOR THE CONDITIONAL USE PERMIT AND HANDLE ALL ~~THE~~ PAPER WORK REGARDING THE CONDITIONAL USE PERMIT. OFFER IS CONTINGENT UPON BUYER OBTAINING A CONDITIONAL USE PERMIT FOR THE PURPOSE OF BUILDING A RETAIL IRRIGATION STORE.

2) DIMENSIONS FOR THE PROPERTY WILL BE 300 FEET WIDE EAST TO WEST ALONG LAKESHORE AND 436 FEET DEEP RUNNING SOUTH TO NORTH. THIS WILL NOT INCLUDE ANY EASEMENTS RUNNING TO ANY OTHER PROPERTY.

3) SEE MAP (ADDENDUM #2) FOR PROPOSED PROPERTY LOCATION

4) CONTINGENT UPON BUYERS APPROVAL OF COST TO RUN POWER TO THE PROPERTY.

5) ~~SEE~~ ACCEPTANCE OF OFFER TO BE ON ~~OR~~ BEFORE SEPT 20, 2002 BY 6:00 PM.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

[Signature] BUYER BC Six LLC SELLER

[Signature] BUYER by: Will: B. King SELLER

DATED: 9-17-02 DATED: 9-20-02

TIME: 6:50 ☐ A.M. ☒ P.M. TIME: 8:55 ☒ A.M. ☐ P.M.

This form is printed and distributed by the Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. This form has been designed for and is provided only for the use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.
©Copyright Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. All rights reserved.

Addendum/Amendment Revised - April 22, 1998

BROKER: The Preferred Company AGENT: Alan McRae

SN: PCF5-06276 Printed using pcFORMotion® Software, v. 12/98



ADDENDUM/AMENDMENT # 2 (1,2,3, etc.)



THIS IS AN ADDENDUM/AMENDMENT TO A PURCHASE AND SALE AGREEMENT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY OR ACCOUNTANT BEFORE SIGNING.

This is an ADDENDUM ☐ or an AMENDMENT ☒ to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.

Earnest Money Dated Sept 17, 2002 ID# 2565

ADDRESS: Lake Shore Rd, 9 Acres

BUYER(S): Harold Bingham

SELLER(S): BC Six LLC

The undersigned Parties hereby agree as follows:

1) Closing to be on or before Dec 31, 2003.

2) Offer is still contingent upon Buyer obtaining a building permit for a retail irrigation store.

3) Sellers to apply for the conditional use permit.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

C. Harold Bingham BUYER BC Six LLC SELLER

DBA AGRI-LINKS BUYER by: Willie B. Bingham SELLER

DATED: 10-2-02 DATED: 10-8-02

TIME: 7:10 ☐ A.M. ☒ P.M. TIME: 4:10 ☐ A.M. ☒ P.M.

This form is printed and distributed by the Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. This form has been designed for and is provided only for the use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED.

Copyright Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. All Rights Reserved.

Addendum/Amendment Revised - April 27, 1998

BROKER: The Preferred Company AGENT: Alan McRae

SN: BC85-06276 Coded and REFORMED 1/1/98

RE-11 ADDENDUM/AMENDMENT # 4 (1,2,3, etc.)

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is an ☐ ADDENDUM or an ☒ AMENDMENT to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.

Earnest Money Dated: Sept 17 2004 ID # 2566

ADDRESS: TBD Lakeshore

BUYER(S): Harold Bingham, DBA Agri-Lines Irrigation

SELLER(S): BC Six LLC

The undersigned parties hereby agree as follows:

1) Closing to be on or before July 1, 2004.

All other terms and conditions to remain the same.

To the extent the terms of this ADDENDUM or AMENDMENT modify or conflict with any provisions of the Real Estate Purchase and Sale Agreement including all prior Addendums or Amendments, these terms shall control. All other terms of the Real Estate Purchase and Sale Agreement including all prior Addendums, Amendments, or Counter Offers not modified by this ADDENDUM or AMENDMENT shall remain the same.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Date 4-4-04 Time 8:56 AM/PM AM

Buyer [Signature]

Date 4-6-04 Time 12:15 AM/PM AM

Seller [Signature]

by: Will B. King, Manager

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for the real estate professionals licensed by the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.

©Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc., All rights reserved.

RE-11 ADDENDUM/AMENDMENT JULY 2003 EDITION PAGE 1 OF 1

Nelson, Dan

From: Nelson, Dan
Sent: Wednesday, August 25, 2004 9:33 AM
To: Terry Scanlan (E-mail)
Subject: BC Six and City of Nampa applications

Hello Terry,

I have received your request for an additional 30-days for the City of Nampa and BC Six applications. Due to the complexity of the information required, I am concerned that an additional 30-days will not be sufficient. Therefore, I will grant a 90-day extension of time to supply the needed information. You will be able to supply the information at any time and processing will resume once the information is received. This extra time will ensure that you have sufficient time to put these two projects together, without limiting the time frame to the bare minimum. The extra 60 days should allow a little leeway for working with your clients. Thank you for your quick response to these issues.

Respectfully

Daniel A. Nelson
Senior Agent
Western Region
Idaho Department of Water Resources

Nelson, Dan

From: TMSANLAN@aol.com
Sent: Tuesday, August 24, 2004 7:28 PM
To: dnelson@idwr.state.id.us
Subject: BC Six Application For Permit

Dan -

I spoke with Bill Cunningham of BC Six. He is still working on obtaining responses to items 1 and 2 of your letter dated July 22, 2004. Can we have an additional 30 days to respond?

Terry

8/25/2004



RECEIVED

JUL 26 2004

WATER RESOURCES
WESTERN REGION

July 24, 2004

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

Subject: Application for Water Right Permit – BC Six, LLC

Dear Dan:

In response to item 3 of your letter of July 22, 2004, SPF Water Engineering has investigated the sufficiency of water supply to support a high-capacity well for fire protection at the BC Six LLC commercial subdivision property at Highway 45 and Lakeshore Drive near Nampa. The investigation found that aquifer conditions are very good in the area, and it should be possible to develop a high capacity well for fire protection purposes without injury to surrounding water rights.

The investigation included a search of the Idaho Department of Water Resources' well database for Well Driller's Reports associated with high capacity wells. Well casings 8-inch and larger were considered high capacity for this purpose. The investigation found several wells in the near vicinity. A map of wells, listing of Well Driller's Reports, and copies of Well Driller's Reports enclosed. Of particular interest, are report Nos. 12 and 13 (Allied Seed) directly south of the site, report No. 7 (Phelps) directly west of the site, and report No. 8 (Bass) directly north of the site. All of these well reports suggest very productive aquifer conditions at relatively shallow depths. Each of these wells obtains water from fractured zones within basalt. As a result, there is a good chance that BC Six can develop a well yielding in excess of 2 cfs, and perhaps as high as the target yield of 5.57 cfs, from a depth of less than 150 feet.

The test pumping information for high capacity wells in the area are based on air-lift production tests. Such tests do not provide quantitative data for aquifer analysis, but do provide indications that the basalt aquifer in the area is highly transmissive. As a result, pumping of the well for fire protection should not cause significant well interference drawdown in the local area. Since the proposed well would only be pumped for short periods of time, no long-term drawdowns or aquifer depletion will occur from the proposed pumping.

The well log information shows that the water-bearing zone is found in fractured rock. As a result, the well can probably be constructed without well screen and gravel pack, which will significantly reduce construction costs. We anticipate that a 16-inch diameter well with a target depth of approximately 125 feet will be constructed. The well will probably be cased (16 or 18 inch diameter casing) and sealed to a depth of between 40 and 60 feet, with open hole extending below the casing to total depth. Estimated cost to

construct this well, not including the permanent pump, is approximately \$35,000. Cost for the pump system is estimated at \$20,000. BC Six will provide documentation of financial resources for this \$55,000 project, as requested by Item 1 of your letter.

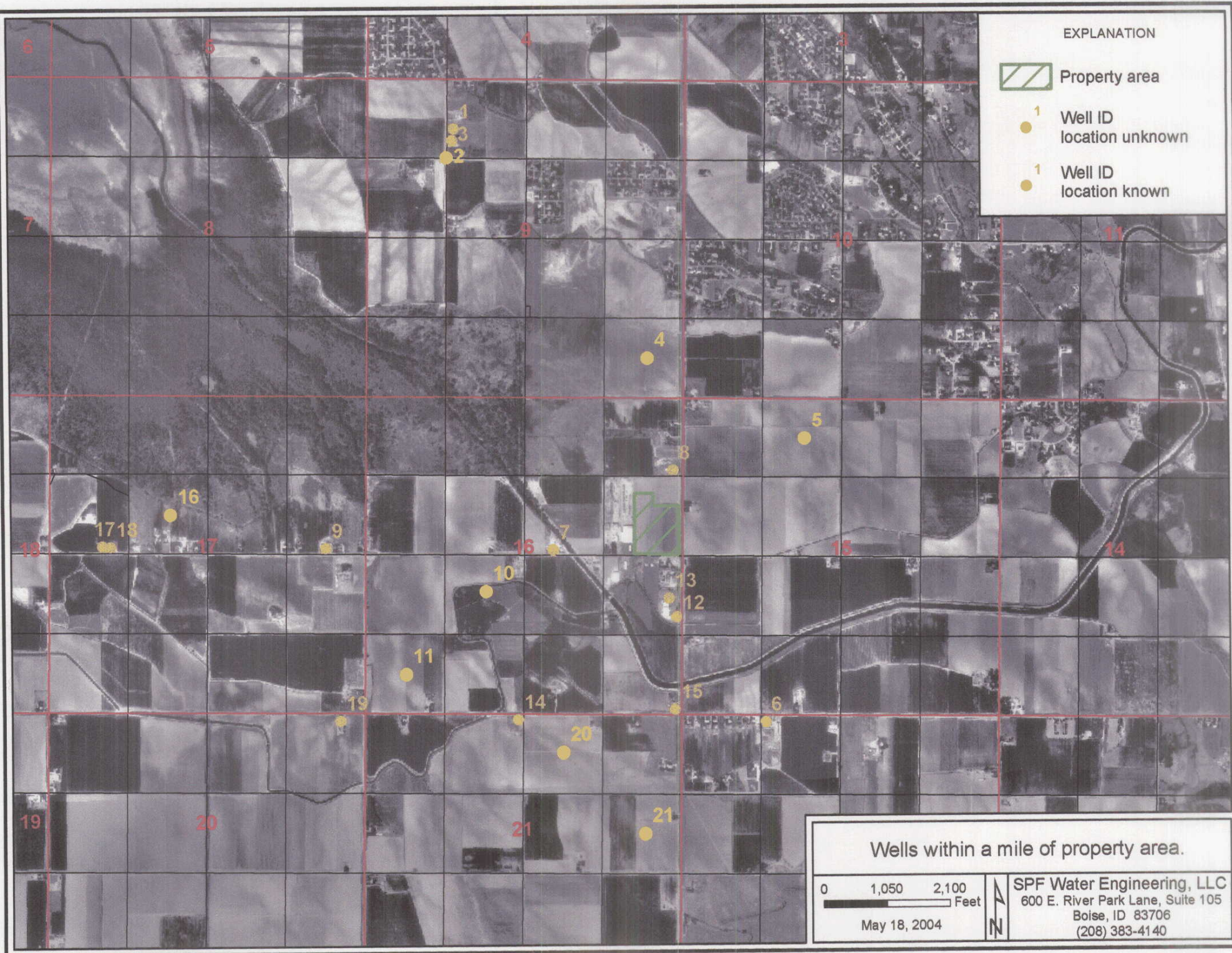
Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, reading "Terry M. Scanlan". The signature is fluid and cursive, with the first name "Terry" and last name "Scanlan" clearly legible.

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

Cc: Bill Cunningham



EXPLANATION



Property area

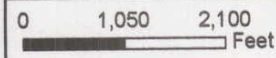


1 Well ID
location unknown



1 Well ID
location known

Wells within a mile of property area.



May 18, 2004



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

Well #	Contact	Use	TWP	RNG	SEC	Tract	Well Address	Gallons Per Minute	Static Water Level	Total Depth	Casing Depth	CSG. DIA.	Construction Date	Permit Number	Tag Number	Well Log?
1	Cherry Lane Construction	Domestic	02N	02W	9	NENW	Tto Lane	30	60	180	160	8	4/24/1993	726462		N
2	Blickenstaff, Ronald I	Irrigation	02N	02W	9	NW			98	224	224	12	6/15/1992	725441		Y
3	Cherry Lane Construction	Domestic	02N	02W	9	NWNW	4116 Tto Lane	50	90	200	159	8	10/19/1993	726642		N
4	Blickenstaff, Ronald I	Irrigation	02N	02W	9	SESE		0	31	139	139	10	6/24/1992	725628		N
5	Natto Farms Inc	Irrigation	02N	02W	15	NENW			15	125	36	12	6/8/1988	722701		Y
6	Wheeler, Brad	Domestic	02N	02W	15	SESW	8820 Deerflat Rd	150	35	110	18	8	1/6/1998	731939	D0001640	Y
7	Pheips, Steve	Domestic	02N	02W	16	SWNE	9418 Lakeshore Drive	1000	18	120	37	8	11/16/1993	727624		N
8	Bass, Bob	Industrial	02N	02W	16	SENE	9717 Hwy 45		12	75	36	10	9/29/1995	728643		Y
9	Doty, Jerry	Domestic	02N	02W	16	SENE	10132 Lakeshore Drive	300	5	82	58	8	1/18/1996	730131		Y
10	Lowber, William L	Irrigation	02N	02W	16	NENSW		500	30	70	20	12	3/2/1988	722722		Y
11	Krajchik, Gary	Irrigation	02N	02W	16	SWSW		1000	23	74	51	12	6/21/1977			Y
12	Allied Seed	Fire Protection,	02N	02W	16	NESE	9311 Hwy 45	2000	12	100	40	12	7/3/2003	799514	D0029365	Y
13	Clark Seeds	Domestic	02N	02W	16	NESE	9311 Hwy 45	300	25	125	40	6	6/27/1992	63-92-W-463-000		Y
14	Verner, Reese	Domestic	02N	02W	16	SWSE	Deer Flat (1/2 MI W Of 12Th On Deer Flat)	30	40	100	325	8	12/28/1995	729907		N
15	Baker, Scott	Domestic	02N	02W	16	SESE	12Th And Deer Flat Nw Of Interdction	35	65	128	23	8	12/30/2003	810194	D0030921	Y
16	Ford, Dave	Domestic	02N	02W	17	SENE	Lake Shore Dr	100	50	90	19	8	4/17/1992	725552		N
17	Spurrier, Don	Domestic	02N	02W	17	SENE	10716 Lake Shore Dr	40	40	120	30	8	8/31/1992	726055		N
18	Spurrier, Don	Domestic	02N	02W	17	SENE	10716 Lake Shore Dr	40	40	120	30	8	8/31/1992	726056		N
19	Richardson, Ted,	Domestic	02N	02W	17	SESESE	W Of Lynwood/ Deerflat		44	101	58	8	11/2/1993	727597		Y
20	Norman Cole Trust	Irrigation	02N	02W	21	NWNE		1000	35	125	28	12	6/8/1992	725531		N
21	Natto Farms Inc	Irrigation	02N	02W	21	SENE		60	40	135	34	12	5/6/1988	722700		Y

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

RECEIVED

TYPEWRITER OR
BALLPOINT PEN

JUL - 2 1992

State law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well.Department of Water Resources
Regional Office

1. WELL OWNER Name <u>Ron Blickenstaff 466 3828</u> Address <u>8422 Bennett Road 83696</u> Drilling Permit No. <u>63-92-W-126-000</u> Water Right Permit No. <u>63-11631</u>		7. WATER LEVEL Static water level <u>98</u> feet below land surface. Flowing? ☐ Yes ☒ No G.P.M. flow _____ Artesian closed-in pressure _____ p.s.i. Controlled by: ☐ Valve ☐ Cap ☐ Plug Temperature <u>58</u> °F. Quality <u>good</u> Describe artesian or temperature zones below																																																																																																																																			
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Well diameter increase ☐ Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)		8. WELL TEST DATA ☒ Pump ☐ Bailer ☐ Air ☐ Other _____ <table border="1"><thead><tr><th>Discharge G.P.M.</th><th>Pumping Level</th><th>Hours Pumped</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>		Discharge G.P.M.	Pumping Level	Hours Pumped																																																																																																																															
Discharge G.P.M.	Pumping Level	Hours Pumped																																																																																																																																			
3. PROPOSED USE ☐ Domestic ☒ Irrigation ☐ Test ☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection ☐ Other _____ (specify type)		9. LITHOLOGIC LOG <u>84963</u> <table border="1"><thead><tr><th rowspan="2">Bore Diam.</th><th colspan="2">Depth</th><th rowspan="2">Material</th><th colspan="2">Water</th></tr><tr><th>From</th><th>To</th><th>Yes</th><th>No</th></tr></thead><tbody><tr><td>16</td><td>0</td><td>1</td><td>top soil</td><td> </td><td>X</td></tr><tr><td>16</td><td>1</td><td>4</td><td>hard pan</td><td> </td><td>X</td></tr><tr><td>16</td><td>4</td><td>12</td><td>basalt boulders & clay</td><td> </td><td>X</td></tr><tr><td>16</td><td>12</td><td>29</td><td>basalt</td><td> </td><td>X</td></tr><tr><td>16</td><td>29</td><td>45</td><td>solid grey basalt</td><td> </td><td>X</td></tr><tr><td>16</td><td>45</td><td>47</td><td>broken rock</td><td> </td><td>X</td></tr><tr><td>16</td><td>47</td><td>64</td><td>solid grey B</td><td> </td><td>X</td></tr><tr><td>16</td><td>64</td><td>65</td><td>red cement</td><td> </td><td>X</td></tr><tr><td>16</td><td>65</td><td>84</td><td>solid grey B</td><td> </td><td>X</td></tr><tr><td>16</td><td>84</td><td>89</td><td>broken rock</td><td> </td><td>X</td></tr><tr><td>16</td><td>89</td><td>112</td><td>solid grey B</td><td> </td><td>X</td></tr><tr><td>16</td><td>112</td><td>118</td><td>broken cement rock</td><td>X</td><td> </td></tr><tr><td>16</td><td>118</td><td>124</td><td>sandy clay</td><td>X</td><td>X</td></tr><tr><td>12</td><td>124</td><td>140</td><td>rocky red sand</td><td>X</td><td>X</td></tr><tr><td>12</td><td>140</td><td>146</td><td>yellow clay</td><td> </td><td>X</td></tr><tr><td>12</td><td>146</td><td>178</td><td>red sand</td><td>X</td><td> </td></tr><tr><td>12</td><td>178</td><td>192</td><td>clay</td><td> </td><td>X</td></tr><tr><td>12</td><td>192</td><td>213</td><td>sand</td><td>X</td><td> </td></tr><tr><td>12</td><td>213</td><td>220</td><td>clay</td><td> </td><td>X</td></tr><tr><td>12</td><td>220</td><td>224</td><td>sand</td><td>X</td><td> </td></tr></tbody></table>		Bore Diam.	Depth		Material	Water		From	To	Yes	No	16	0	1	top soil		X	16	1	4	hard pan		X	16	4	12	basalt boulders & clay		X	16	12	29	basalt		X	16	29	45	solid grey basalt		X	16	45	47	broken rock		X	16	47	64	solid grey B		X	16	64	65	red cement		X	16	65	84	solid grey B		X	16	84	89	broken rock		X	16	89	112	solid grey B		X	16	112	118	broken cement rock	X		16	118	124	sandy clay	X	X	12	124	140	rocky red sand	X	X	12	140	146	yellow clay		X	12	146	178	red sand	X		12	178	192	clay		X	12	192	213	sand	X		12	213	220	clay		X	12	220	224	sand	X	
Bore Diam.	Depth		Material		Water																																																																																																																																
	From	To		Yes	No																																																																																																																																
16	0	1	top soil		X																																																																																																																																
16	1	4	hard pan		X																																																																																																																																
16	4	12	basalt boulders & clay		X																																																																																																																																
16	12	29	basalt		X																																																																																																																																
16	29	45	solid grey basalt		X																																																																																																																																
16	45	47	broken rock		X																																																																																																																																
16	47	64	solid grey B		X																																																																																																																																
16	64	65	red cement		X																																																																																																																																
16	65	84	solid grey B		X																																																																																																																																
16	84	89	broken rock		X																																																																																																																																
16	89	112	solid grey B		X																																																																																																																																
16	112	118	broken cement rock	X																																																																																																																																	
16	118	124	sandy clay	X	X																																																																																																																																
12	124	140	rocky red sand	X	X																																																																																																																																
12	140	146	yellow clay		X																																																																																																																																
12	146	178	red sand	X																																																																																																																																	
12	178	192	clay		X																																																																																																																																
12	192	213	sand	X																																																																																																																																	
12	213	220	clay		X																																																																																																																																
12	220	224	sand	X																																																																																																																																	
4. METHOD DRILLED ☐ Rotary ☐ Air ☐ Hydraulic ☐ Reverse rotary ☒ Cable ☐ Dug ☐ Other _____		RECEIVED JUL - 2 1992 MICROFILMED DEC 04 1992 Department of Water Resources Regional Office																																																																																																																																			
5. WELL CONSTRUCTION Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____ <table border="1"><thead><tr><th>Thickness</th><th>Diameter</th><th>From</th><th>To</th></tr></thead><tbody><tr><td>1/4 inches</td><td>12 inches</td><td>+ 1 feet</td><td>224 feet</td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table> Was casing drive shoe used? ☒ Yes ☐ No Was a packer or seal used? ☐ Yes ☒ No Perforated? ☒ Yes ☐ No How perforated? ☒ Factory ☐ Knife ☐ Torch ☐ Gun Size of perforation <u>10</u> inches by <u>3</u> inches <table border="1"><thead><tr><th>Number</th><th>From</th><th>To</th></tr></thead><tbody><tr><td>1260</td><td>perforations</td><td>115 feet 220 feet</td></tr><tr><td> </td><td>perforations</td><td> </td></tr><tr><td> </td><td>perforations</td><td> </td></tr></tbody></table> Well screen installed? ☐ Yes ☒ No Manufacturer's name _____ Type _____ Model No. _____ Diameter _____ Slot size _____ Set from _____ feet to _____ feet Diameter _____ Slot size _____ Set from _____ feet to _____ feet Gravel packed? ☐ Yes ☐ No ☐ Size of gravel _____ Placed from _____ feet to _____ feet Surface seal depth <u>19</u> Material used in seal: ☐ Cement grout ☒ Bentonite ☐ Puddling clay ☐ _____ Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing ☒ Overbore to seal depth Method of joining casing: ☐ Threaded ☒ Welded ☐ Solvent Weld ☐ Cemented between strata Describe access port <u>2" steel pipe</u>				Thickness	Diameter	From	To	1/4 inches	12 inches	+ 1 feet	224 feet													Number	From	To	1260	perforations	115 feet 220 feet		perforations			perforations																																																																																																			
Thickness	Diameter			From	To																																																																																																																																
1/4 inches	12 inches			+ 1 feet	224 feet																																																																																																																																
Number	From	To																																																																																																																																			
1260	perforations	115 feet 220 feet																																																																																																																																			
	perforations																																																																																																																																				
	perforations																																																																																																																																				
6. LOCATION OF WELL Sketch map location must agree with written location. <table border="1"><tr><td>N</td><td> </td><td> </td></tr><tr><td>W</td><td> </td><td>E</td></tr><tr><td>S</td><td> </td><td> </td></tr></table> Subdivision Name _____ Lot No. _____ Block No. _____ County <u>Ada</u> <u>E 1/2 NW 1/4 Sec. 28, T. 2 N, R. 1 W</u>		N			W		E	S																																																																																																																													
N																																																																																																																																					
W		E																																																																																																																																			
S																																																																																																																																					
10. Work started <u>3/12/92</u> finished <u>6/15/92</u>		11. DRILLERS CERTIFICATION I/We certify that all minimum well construction standards were complied with at the time the rig was removed. Firm Name <u>Johnston Drilling</u> Firm No. <u>92</u> Address <u>Melba Id.</u> Date <u>6/24/92</u> Signed by (Firm Official) <u>Elmer O Johnston</u> and (Operator) <u>Johnston</u>																																																																																																																																			

RECEIVED
JAN 10 1964
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
WASHINGTON, D. C. 20535

51

DEC 14 1988

WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

~~Department of Water Resources~~[illegible]

USE ADDITIONAL SHEETS IF NECESSARY - FORWARD THE WHITE COPY TO THE DEPARTMENT

FORWARD WHITE COPY TO WATER RESOURCES

WELL DRILLER'S REPORT 62599

Use Typewriter or Ballpoint Pen

Office Use Only
Inspected by _____
Twp _____ Rge _____ Sec _____
_____ 1/4 _____ 1/4 _____ 1/4
Lat: : : Long: : :

1. DRILLING PERMIT NO. 63-96W-0026-000
Other IDWR No. _____

11. WELL TESTS:

☐ Pump ☐ Bailer

Yield gal/min.	Drawdown	Pumping Level	Time
300+			1 YR

Water Temp. _____ Bottom hole temp. _____

Water Quality test or comments: _____

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

N
 W * E
 S
 Twp. 2N North ☒ or South ☐
 Rge. 2 East ☐ or West ☒
 Sec. 16 1/4 SE 1/4 NW 1/4
 Gov't Lot _____ County CANYON
 Lat. : : Long. : :
 Address of Well Site 10132 LAKE SHORE
DRIVE City NAMPA
 (Give at least: name of road - Distance to Road or Landmark)

Lt. _____ Blk. _____ Sub. Name _____

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK check all that apply

(Replacement etc.)

☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD

☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

SEA/FILTER PACK			AMOUNT	METHOD
Material	From	To	Sacks or Pounds	
BEALTONITE GRAVULES	0	20	500#	OVERBORE

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) _____

Was drive shoe seal tested? ☐ Y ☒ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
8	+2	58	125	STEEL	☒	☐	☐	☐
					☐	☐	☐	☐
					☐	☐	☐	☐

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS

☐ Perforations Method _____

☐ Screens Screen Type NONE

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
						☐	☐
						☐	☐
						☐	☐

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

5 ft. below ground Artesian pressure _____ lb.

Depth flow encountered _____ ft. Describe access port or control devices: _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

Water

[illegible]

Completed Depth 82' (Measurable)

Date: Started 7-18-96 Completed 1-18-96

13. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name ADAMSON Pump Drilling Firm No. 0451

Firm Official Dave Udaman Date 2-7-95

[illegible]

Supervisor or Operator DAVE HANSON Date 2-7-95

(Sign once if Firm Official & Operator)

FORWARD WHITE COPY TO WATER RESOURCES

WELL-BILLER'S REPORT

! "#\$%&'()*+,-./0123456789:;?@A B C D E F G H I J K L M N O P Q R S T U V W X Y Z [\] ^ _ ` a b c d e f g h i j k l m n o
State law requires that this report be filed with the Director, Department of Water Resources,
within 30 days after the completion or abandonment of the well.

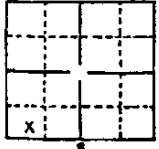
[illegible]

USE ADDITIONAL SHEETS IF NECESSARY - FORWARD THE WHITE COPY TO THE DEPARTMENT

WELL DRILLER'S REPORT

RECEIVED

State law requires that this report be filed with the Director, Department of Water Resources, within 30 days after the completion or abandonment of the well.

1. WELL OWNER Name <u>GARY KRAJNIK</u> Address <u>Rt. 4 Nampa, ID 83651</u> Owner's Permit No. _____		7. WATER LEVEL JUL 8 1977 Static water level <u>23</u> feet below land surface Flowing? ☐ Yes ☒ No G.P.M. flow _____ Temperature _____ ° F. Quality _____ Artesian closed-in pressure _____ p.s.i. Controlled by ☐ Valve ☐ Cap ☐ Plug																																																																																			
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Abandoned (describe method of abandoning) _____		8. WELL TEST DATA ☐ Pump ☐ Bailer ☒ Other Air Discharge G.P.M. <u>1000</u> Draw Down _____ Hours Pumped _____																																																																																			
3. PROPOSED USE ☐ Domestic ☒ Irrigation ☐ Test ☐ Other (specify type) _____ ☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection _____		9. LITHOLOGIC LOG 033262																																																																																			
4. METHOD DRILLED ☐ Cable ☒ Rotary ☐ Dug ☐ Other _____		<table border="1"><thead><tr><th rowspan="2">Hole Diam.</th><th colspan="2">Depth</th><th rowspan="2">Material</th><th colspan="2">Water</th></tr><tr><th>From</th><th>To</th><th>Yes</th><th>No</th></tr></thead><tbody><tr><td>12</td><td>0</td><td>7</td><td>Clay</td><td></td><td></td></tr><tr><td></td><td>7</td><td>8</td><td>Loose rocks</td><td></td><td></td></tr><tr><td></td><td>8</td><td>9</td><td>Clay & rocks</td><td></td><td></td></tr><tr><td></td><td>9</td><td>27</td><td>Black lava</td><td></td><td></td></tr><tr><td></td><td>27</td><td>28</td><td>Crevis with water</td><td>x</td><td></td></tr><tr><td></td><td>28</td><td>31</td><td>Black lava</td><td>x</td><td></td></tr><tr><td></td><td>31</td><td>55</td><td>Broken black lava</td><td>x</td><td></td></tr><tr><td></td><td>55</td><td>56</td><td>Black & Red cinders</td><td>x</td><td></td></tr><tr><td></td><td>56</td><td>58</td><td>Black lava</td><td></td><td>x</td></tr><tr><td></td><td>58</td><td>62</td><td>Black cinders</td><td>x</td><td></td></tr><tr><td></td><td>62</td><td>69</td><td>Black lava</td><td></td><td>x</td></tr><tr><td></td><td>69</td><td>74</td><td>Red & black cinders</td><td>x</td><td></td></tr></tbody></table>		Hole Diam.	Depth		Material	Water		From	To	Yes	No	12	0	7	Clay				7	8	Loose rocks				8	9	Clay & rocks				9	27	Black lava				27	28	Crevis with water	x			28	31	Black lava	x			31	55	Broken black lava	x			55	56	Black & Red cinders	x			56	58	Black lava		x		58	62	Black cinders	x			62	69	Black lava		x		69	74	Red & black cinders	x	
Hole Diam.	Depth		Material		Water																																																																																
	From	To		Yes	No																																																																																
12	0	7	Clay																																																																																		
	7	8	Loose rocks																																																																																		
	8	9	Clay & rocks																																																																																		
	9	27	Black lava																																																																																		
	27	28	Crevis with water	x																																																																																	
	28	31	Black lava	x																																																																																	
	31	55	Broken black lava	x																																																																																	
	55	56	Black & Red cinders	x																																																																																	
	56	58	Black lava		x																																																																																
	58	62	Black cinders	x																																																																																	
	62	69	Black lava		x																																																																																
	69	74	Red & black cinders	x																																																																																	
5. WELL CONSTRUCTION Diameter of hole <u>12</u> inches Total depth <u>74</u> feet Casing schedule: ☒ Steel ☐ Concrete Thickness _____ Diameter _____ From _____ To _____ <u>250</u> inches <u>12</u> inches + <u>2</u> feet <u>51</u> feet _____ inches _____ inches _____ feet _____ feet _____ inches _____ inches _____ feet _____ feet _____ inches _____ inches _____ feet _____ feet _____ inches _____ inches _____ feet _____ feet Was casing drive shoe used? ☒ Yes ☐ No Was a packer or seal used? ☒ Yes ☐ No Perforated? ☒ Yes ☐ No How perforated? ☐ Factory ☒ Knife ☐ Torch Size of perforation <u>1/2</u> inches by <u>3</u> inches Number _____ From _____ To _____ <u>150</u> perforations <u>25</u> feet <u>50</u> feet _____ perforations _____ feet _____ feet _____ perforations _____ feet _____ feet Well screen installed? ☐ Yes ☒ No Manufacturer's name _____ Type _____ Model No. _____ Diameter _____ Slot size _____ Set from _____ feet to _____ feet Diameter _____ Slot size _____ Set from _____ feet to _____ feet Gravel packed? ☐ Yes ☒ No Size of gravel _____ Placed from _____ feet to _____ feet Surface seal depth <u>18'</u> Material used in seal ☐ Cement grout ☒ Puddling clay ☐ Well cuttings Sealing procedure used ☐ Slurry pit ☐ Temporary surface casing ☐ Overbore to seal depth _____																																																																																					
6. LOCATION OF WELL Sketch map location must agree with written location.  County <u>Canyon</u> Subdivision Name _____ Lot No. _____ Block No. _____ SW <u>4</u> SW <u>4</u> Sec. <u>16</u> T. <u>2</u> N. R. <u>2</u> W		10. Work started <u>6/15/77</u> finished <u>6/21/77</u>																																																																																			
		11. DRILLER'S CERTIFICATION Firm Name <u>DOUG CUSHMAN DRILLING CO.</u> Firm No. <u>72</u> Address <u>945 S. Broadway Blkft.</u> ID Date <u>6/28/77</u> Signed by (Firm Official) <u>Doug Cushman</u> and <u>Doug Cushman</u> (Operator) <u>Doug Cushman</u> 855																																																																																			

USE ADDITIONAL SHEETS IF NECESSARY — FORWARD THE WHITE COPY TO THE DEPARTMENT

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

Office Use Only
Well ID No. 810194
Inspected by _____
Twp _____ Rge _____ Sec _____
_____ 1/4 _____ 1/4 _____ 1/4
Lat: : : Long: : :

1. WELL TAG NO. D 0030921
 DRILLING PERMIT NO. 880587-809505
 Water Right or Injection Well No. _____

12. WELL TESTS:

☐ Pump ☒ Bailer ☐ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
35 +	1'	66'	1 hr

Water Temp. 56° F Bottom hole temp. _____

Water Quality test or comments:

Depth first Water Encounter 65'

13. LITHOLOGIC LOG: (Describe repairs or abandonment)

[illegible]

~~RECEIVED~~

JAN 23 2004

~~WATER RESOURCES~~
~~WESTERN REGION~~

Completed Depth 128 ft (Measurable)

Date: Started 12/9/03 Completed 12/30/03

14. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Robinson Well Drilling Firm No. 490

Principal Driller Archie Robinson Date 1/23/04

Driller or Operator II _____ Date _____

Operator I _____ Date _____

Principal Driller and Rig Operator *Required*.
Operator I must have signature of Driller/Operator II.

FORWARD WHITE COPY TO WATER RESOURCES

108748

1. DRILLING PERMIT NO. 63-9344-1136 .000
Other IDWR No. _____

2. OWNER:

Name TED RICHARDSON
Address 3111 SOUTHSIDE BLVD
City NAMPA State ID Zip 83686

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.


 T. 2 North ☒ or South ☐
 R. 2 East ☐ or West ☒
 Sec. 17 SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$
16 acres 40 acres 160 acres
 Gov't Lot _____ County CANYON

Address of Well Site DEER FLAT + LYNNWOOD

(Give at least Direction + Distance to Road or Landmark)

Lot No. _____ Block No. _____ Subd. Name _____

4. PROPOSED USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK

☒ New Well ☐ Modify or Repair ☐ Replacement ☐ Abandonment

6. DRILL METHOD

☐ Mud Rotary ☒ Air Rotary ☐ Cable ☐ Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK		AMOUNT		METHOD
Material	From	To	Sacks or Pounds	
BENTONITE	0	20	20	

Was drive shoe seal tested? Y ☐ N ☐ How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Casting	Liner	Steel	Plastic	Welded	Threaded
8	+2	58	250			☒	☐	☒	☐
						☐	☐	☐	☐
						☐	☐	☐	☐
						☐	☐	☐	☐

Final location of shoes _____

Top Packer or Headpipe _____ Bottom Tailpipe _____

9. PERFORATIONS/SCREENS

☐ Perforations Method _____

☐ Screens Type _____ Material _____

From	To	Slot Size	Number	Diameter	Tel./Pipe Size	Casting	Linear
						☐	☐
						☐	☐
						☐	☐
						☐	☐

10. WELL TESTS:

☐ Pump ☐ Bailer ☐ Air ☐ Flowing Artesian

Yield gal./min	Drawdown	Pumping Depth	Time

Temperature of water _____ Was a water analysis done? Yes ☐ No ☐

By whom? _____

Water Quality (odor, etc.) _____

Bottom Hole Temperature _____

11. STATIC WATER LEVEL:

44 ft. below surface Depth artesian flow found _____

Artesian pressure _____ lb. Describe access port _____

Describe Controlling Devices: _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

[illegible]

13. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time ~~the~~ rig was removed.

Firm Name DAVIS WELLS & PUMP Firm No. 101

Firm Official Chuck Davies Date 11-26-93

and
Supervisor or Operator _____ Date _____

(Sign once if Firm Official & Operator)

FORWARD WHITE COPY TO WATER RESOURCES



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

July 22, 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

SPF WATER ENGINEERING
ATTN TERRY SCANLAN
6003 RIVER PARK LANE SUITE 105
BOISE ID 83706

RE: Application for Permit for BC Six, LLC

Dear Mr. Scanlan:

Your recent application for permit regarding ground water for fire protection is being processed. To assist this office in completing the initial processing steps, please submit additional information required by I.C. § 42-203A(5)(a-e) for "large diversion projects" discussed in the enclosed copy of Water Appropriation Rule 40, Rule Subsections 040.05c through 040.05g.

A fire protection use can only be diverted to fight an existing fire. The nature of this application negates the need for additional information on a couple of the issues required for large diversion projects. Further information will not be needed for the following issues:

1. The effect on existing water rights issue will not need to be addressed, because this use will only be used to fight an existing fire. Therefore, the well may not be used for several years except for test pumping. When it is used, it will only be used for a short period of time. This type of use should not affect water rights used on a daily or seasonal basis.
2. Addressing the good faith, delay or speculative purposes issue will not be necessary. It is common knowledge that fire protection is needed for construction of a commercial building outside the borders of a city, which would deal with the good faith and delay issues. Speculation should not be an issue, since this type of right is considered exempt from most moratorium and processing holds.

The following issues will need to be addressed:

1. Your client will need to supply documentation that they have the financial resources to drill a well large enough to supply 5.57 cfs of water in the area described by the water right.

2. Satisfying the local public interest can be done with a letter or existing documentation from the county and fire department showing the need for the well, and that they are aware of the project.
3. The sufficiency of water supply issues will be a little more difficult. The long-term issues will not be significant, since the well will only be used to fight existing fires. However, you do need to supply information that shows that if the well is used that there is enough ground water available in that area to supply such a large diversion rate for the duration of a fire without harming the water supply in surrounding wells.

All applications with a diversion rate greater than 5.00 cfs are required to supply this information. Even though your water right is considered basically non-consumptive in nature, it still must adhere to the requirements set forth by Idaho Code and Water Appropriations Rules.

The Department will hold further processing of your application for 30 days to allow submittal of the required information. Additional time may be granted by the Department upon receipt of a written request and sufficient justification for an extension. After that time, if adequate information is not received, the Department will issue a preliminary order to reject or deny the application. Please contact me at 208-334-2190 if you need more information.

Respectfully,

A handwritten signature in black ink, appearing to read "Daniel A. Nelson", with a stylized flourish at the end.

Daniel A. Nelson
Sr. Water Right Agent

Enclosure



RECEIVED

JUN 03 2004

WATER RESOURCES
WESTERN REGION

June 1, 2004

Steve Lester
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705

Subject: Application for Water Right Permit – BC Six, LLC

Enclosed on behalf of BC Six, LLC is an application for permit seeking 2,500 gpm (5.57 cfs) for fire protection at a commercial subdivision site south of Nampa.

Please contact me with any questions.

Sincerely,

Terry M. Scanlan, P.E.

Cc: Bill Cunningham