

LEGEND

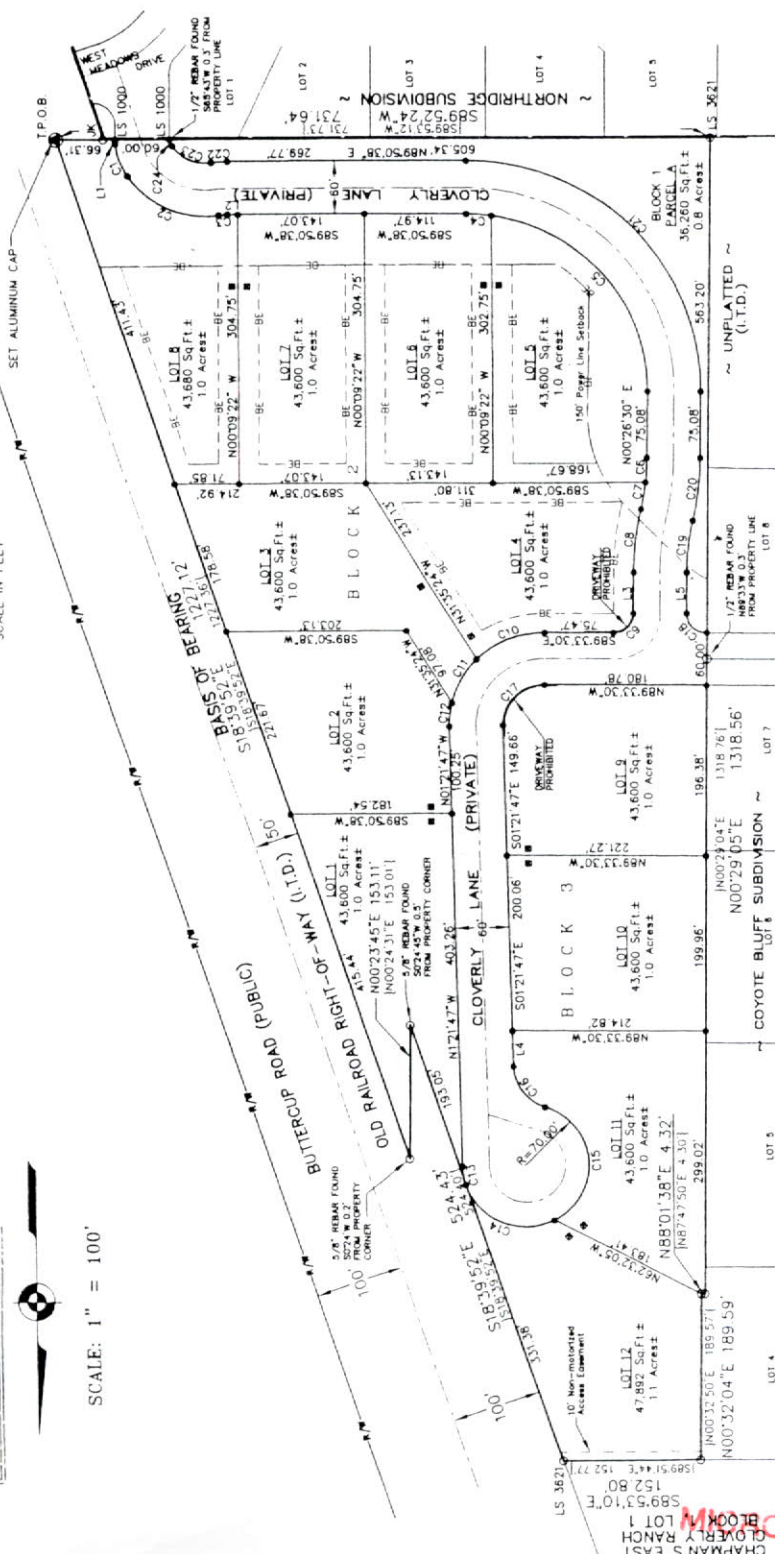
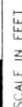
BEING A REPLAT OF LOT 2, CHAPMAN'S EAST CLOVERLY RANCH SUBDIVISION
SECTION 33, T3N., R18E., B.M., BLAINE COUNTY, IDAHO

NOVEMBER 1999

County Of.
Sawtooth Title Co.
Box 188
Ketchum Idaho 83340
726-4595

726-4595

SCALE: 1" = 100'



LINE TABLE	
LINE	LENGTH CHORD BEARING
L1	4.91° N 00°27'57" W
L2	11.74° S 89°50'38" W
L3	47.50° N 00°26'30" E
L4	40.88° S 01°21'47" E
L5	47.27° S 00°26'30" W

CURVE	CURVE TABLE				CHORD BEARING
	DELTA	TANGENT	RADIUS	CHORD	
C1	38.74°	80.00'	19.76'	27.44°52"	36.37°
C2	16.99°	105.00'	65.40'	63.50°14"	111.03°
C3	9.70°	70.00'	4.86'	0°56'15.1"	9.69°
C4	28.26°	199.40'	14.15'	08°02'10"	28.23°
C5	28.70°	199.40'	174.80'	82°28'42"	282.88°
C6	28.26°	270.02'	14.14'	05°59'50"	252.55°
C7	31.22°	270.02'	15.63'	06°37'26"	31.20°
C8	72.70°	330.02'	38.50'	12°37'17"	72.55°
C9	35.34°	22.50'	22.50'	90°00'00"	31.82°
C10	83.49°	105.37'	44.07'	45°23'47"	81.32°
C11	57.96°	105.37'	29.74'	31°31'08"	57.24°
C12	27.36°	105.37'	13.77'	1°53'22"	27.31°
C13	21.14°	70.00'	10.65'	1°17'18.05"	21.06°
C14	119.89°	70.00'	60.71'	98°07'57"	125.79°
C15	165.05°	70.00'	169.39'	135°05'41"	109.37°
C16	61.55°	50.00'	35.36'	70°31'44"	57.74°
C17	72.70°	45.37'	46.92'	91°48'17"	65.17°
C18	35.69°	22.50'	22.85'	80°52'36"	32.07°
C19	59.48°	270.02'	29.86'	12°37'17"	59.36°
C20	72.70°	330.02'	38.50'	12°37'17"	72.55°
C21	410.17°	259.40'	282.12'	90°55'52"	188.76°
C22	18.01°	130.00'	9.02'	0°56'15.1"	18.00°
C23	50.14°	45.00'	28.03'	63°50'14"	47.58°
C24	28.14°	19.20'	4.00'	33°30'58"	28.02°

HEALTH CERTIFICATE Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date 11-29-99

South Central District Health Dept., EHS

RICHARD D. FOSBURY, L.S. 3621

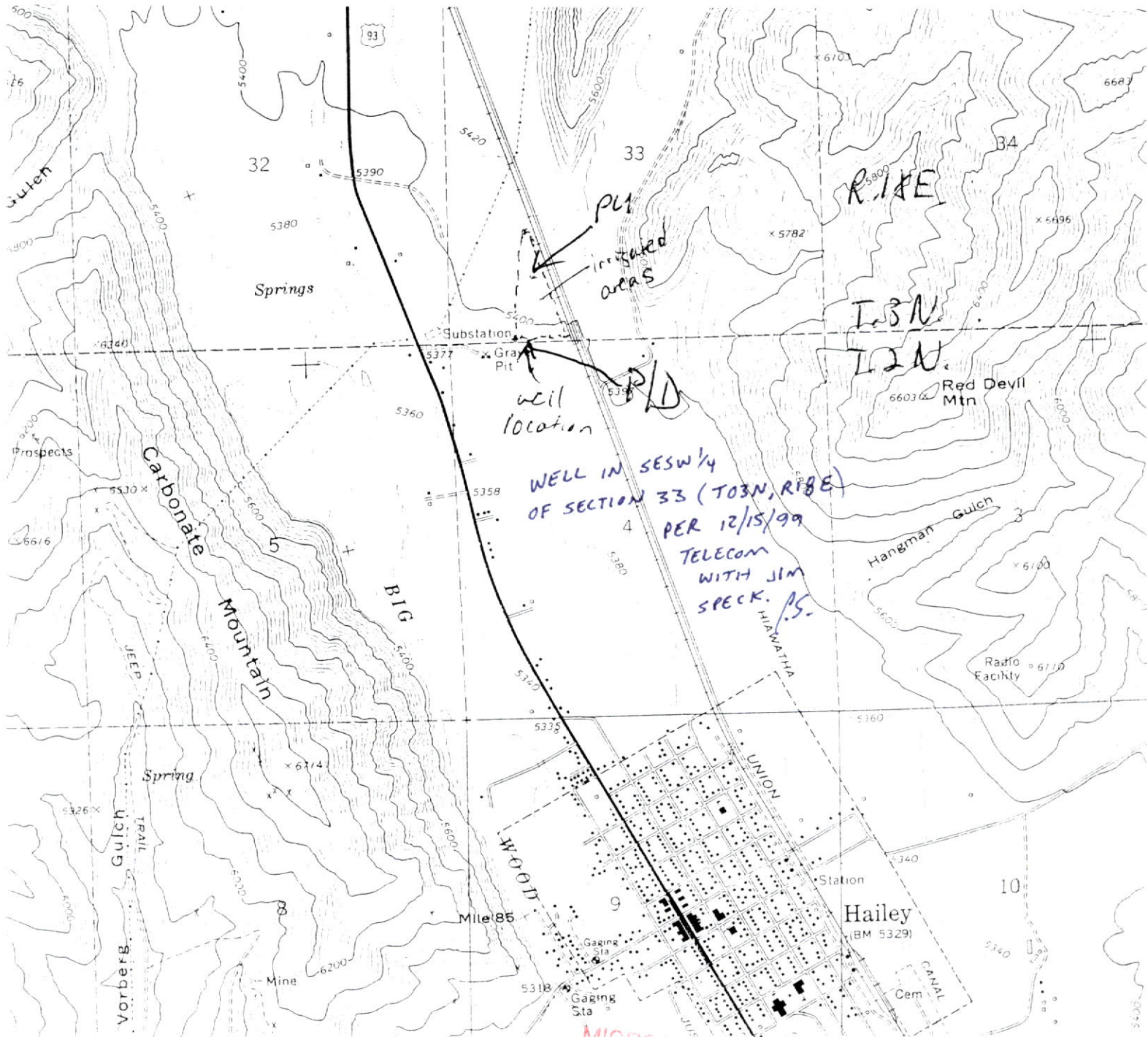
A PLAT SHOWING
SILVER SAGE SUBDIVISION
CALIFORNIA ENGINEERING, INC.

SHEET 1 OF 2
JOB# 4563-01plot

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.

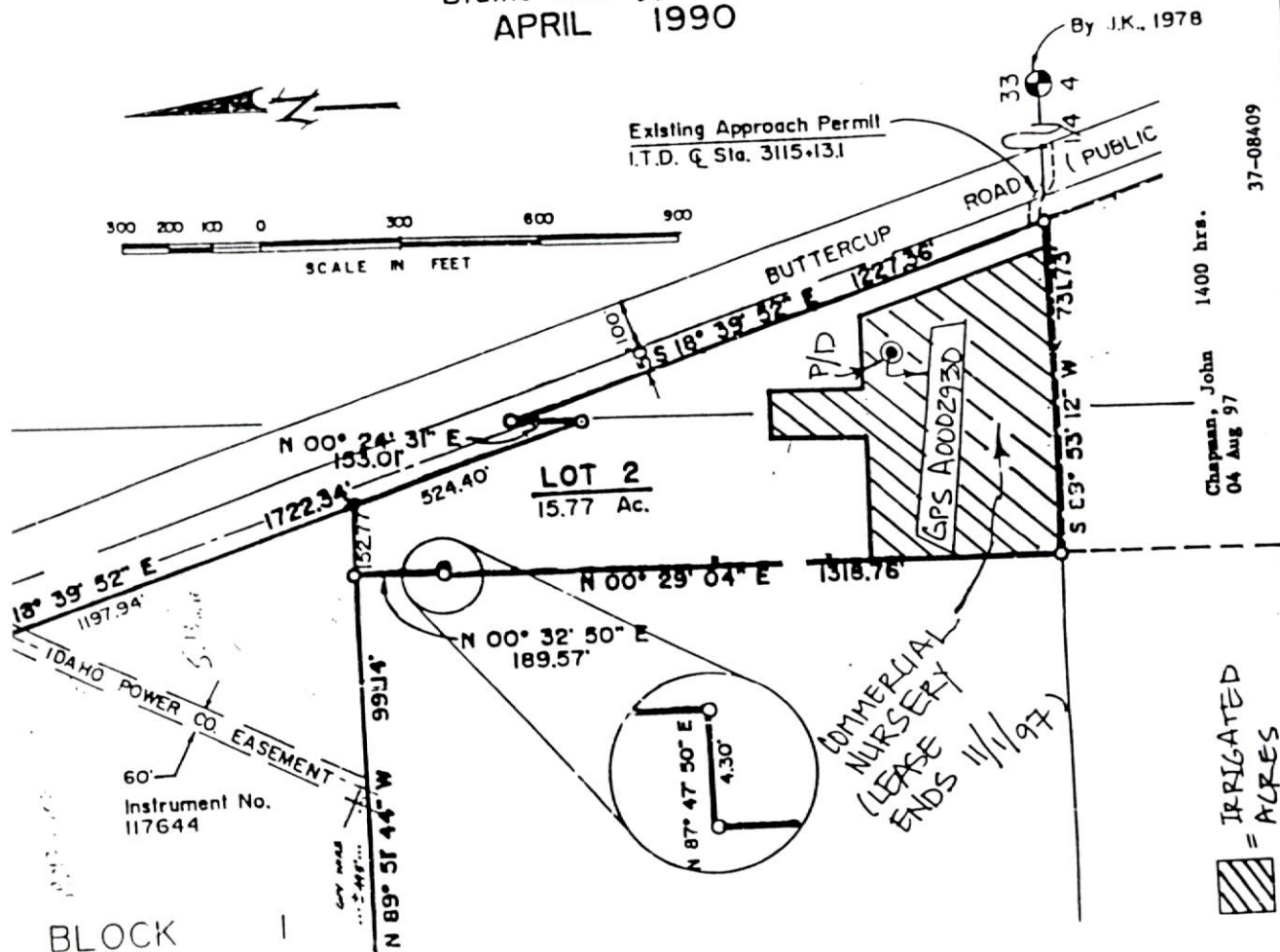
SEE ATTACHED DIAGRAM.



FROM 37-08409
FIELD EXAM
FILE

MAN'S EAST CLOVERLY RANCH

ated within EV2, Section 32 & SW 1/4, Section 33, T. 3 N., R. 18 E., B. M.
Blaine County, Idaho
APRIL 1990



37-08409

1400 hrs.

Chapman, John
04 Aug 97

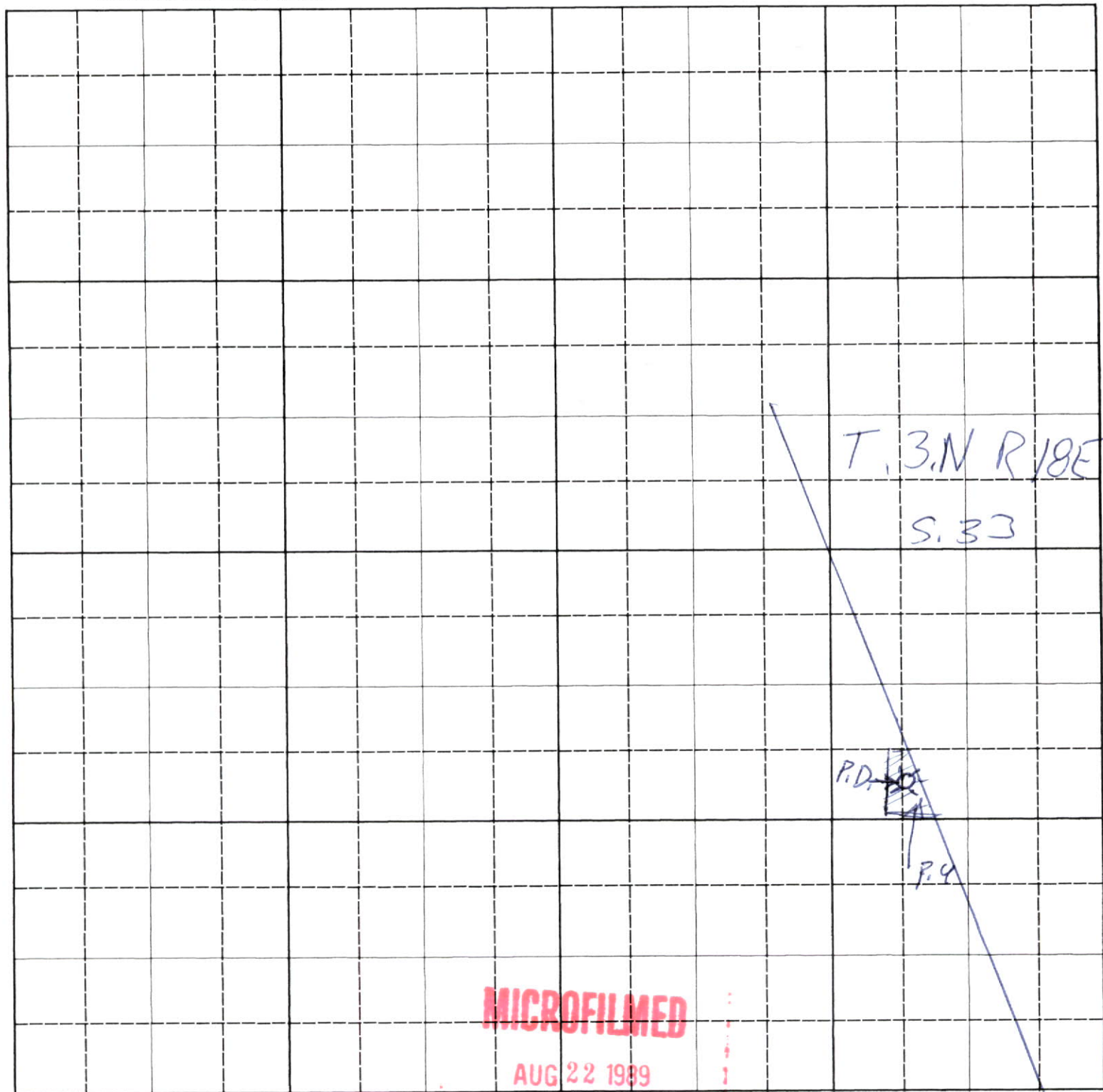
IRRIGATED
= ACRES

MICROFILMED

NOV 03 2006

T#5612

13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile.

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

John L. Chapman
(Applicant)

AFFIDAVIT of PUBLICATION

State of Idaho, }
County of Blaine } SS.

DANIEL J. GORHAM

_____, being first duly sworn, deposes and says that he is the printer (publisher) of the Wood River Journal, a newspaper published every week in Hailey, County of Blaine, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the

annexed advertisement was published once each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first

publication of said advertisement was on the 18th day of Jan, 1989, and

the date of the last publication was on the 25th day of Jan, 1989.

Daniel J. Gorham
Subscribed and sworn to before me this 25th day of Jan, 1989.
(SEAL)

Rolanta M. Kuchner
NOTARY PUBLIC

WOOD RIVER JOURNAL
Hailey, Idaho

COST OF PUBLICATION

Number of Picas per Line _____
Number of Lines in Notice 36
Number of Insertions 2

Lines tabular at _____ 5¢/Pica
36 Lines straight at 17.82 4¢/Pica
36 Subsequent lines at 13.86 3¢/Pica
TOTAL COST 31.68

COPY OF NOTICE

(Paste Here)

Not. of Application #37-08409
TITLE OF NOTICE Chapman

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

Dept. of Water Resources
BILL TO

Water right sought by Chapman

NOTICE OF APPLICATION FOR WATER RIGHT

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

37-08409

CHAPMAN, JOHN S.
P.O. BOX 2898
BOISE, ID 83701

Source: GROUNDWATER

Diversion Pt: SESW Sec 33 T 03N R 18E

Use: COMMERCIAL (.100 CFS)

Date Filed: 10/04/1988

In: T03N R18E S33 SWSW SESW

The permit(s) will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec. 42-203A, Idaho Code, and/or the new public interest criteria of Sec. 42-203C, Idaho Code. Protests must be filed with the Director, Dept. of Water Resources, 2148 4th Avenue East, Twin Falls, Idaho 83301, on or before FEBRUARY 6, 1989.

R. Keith Higginson, Director
Publish: Wood River Journal-
January 18 & 25, 1989.

(Idaho Code, Rev. Statutes 1984)

7-8 pt. per line straight....4.5/pica
7-8 pt. per line tabular....5.5/pica
7-8 pt. per line successive insertion....3.5/pica

OK
Eg 1/27/89

FILED

AUG 22 1989

No 6315
RECEIVED

JAN 26 1989

Department of Water Resources
Southern Region Office

AFFIDAVIT of PUBLICATION

RECEIVED

JAN 03 2000

Department of Water Resources
Southern Region

State of Idaho, }
County of Blaine } SS.

On this 30th day of December, in the year 1999, before me a Notary Public of said State, personally appeared _____, known or identified to me to be the person whose name is subscribed to be the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same. As the publisher of the Wood River Journal, he/she attests that said newspaper has been continuously and and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication of said advertisement was on the 22nd day of December 1999, and the date of the last publication was on the 29th day of December 1999

Subscribed and sworn to before me this 30th day of December 1999


NOTARY PUBLIC

MICROFILMED
NOV 09 2000

WOOD RIVER JOURNAL
Hailey, Idaho

COST OF PUBLICATION

Number of Picas per Line _____
Number of Lines in Notice 39
Number of Insertions 2

Lines tabular at _____ 7¢ / Pica
39
Lines straight at 27.51 6¢ / Pica
39
Subsequent lines at 22.92 5¢ / Pica
TOTAL COST 55.43

COPY OF NOTICE (Paste Here)

Proposed change of water Rights
TITLE OF NOTICE

PLAINTIFF ATTORNEY

DEFENDANT

208-736-3033

PLAINTIFF

Dept. of Water Resources

BILL TO

1341 Fillmore st. ste 200
Twin Falls, Id.
83301

Proposed change of water rights

NOTICE OF PROPOSED CHANGE OF WATER RIGHTS

Notice is hereby given that an application has been filed by Silver Sage Ranch, LLC, c/o James P. Speck, Esq., P.O. Box 987, Ketchum, Idaho 83340, with the Department of Water Resources, for changes to a water right.

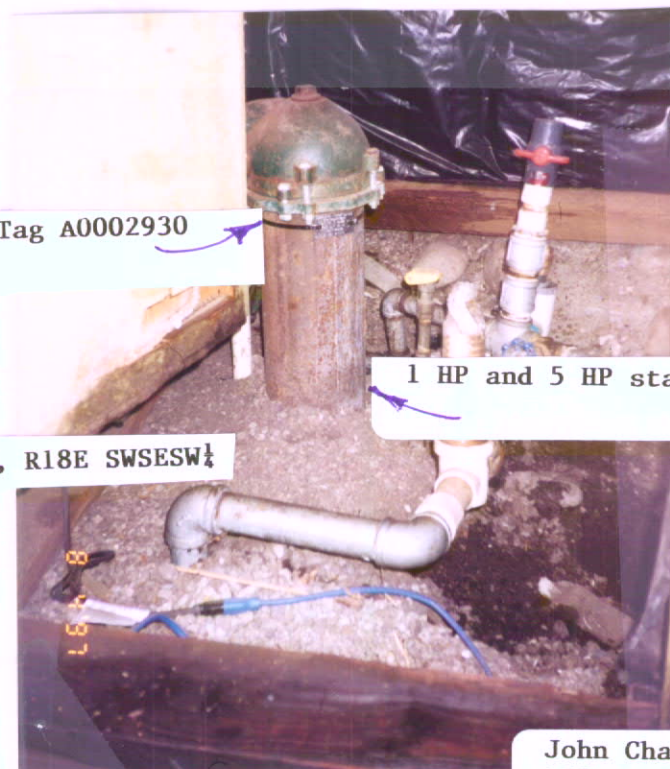
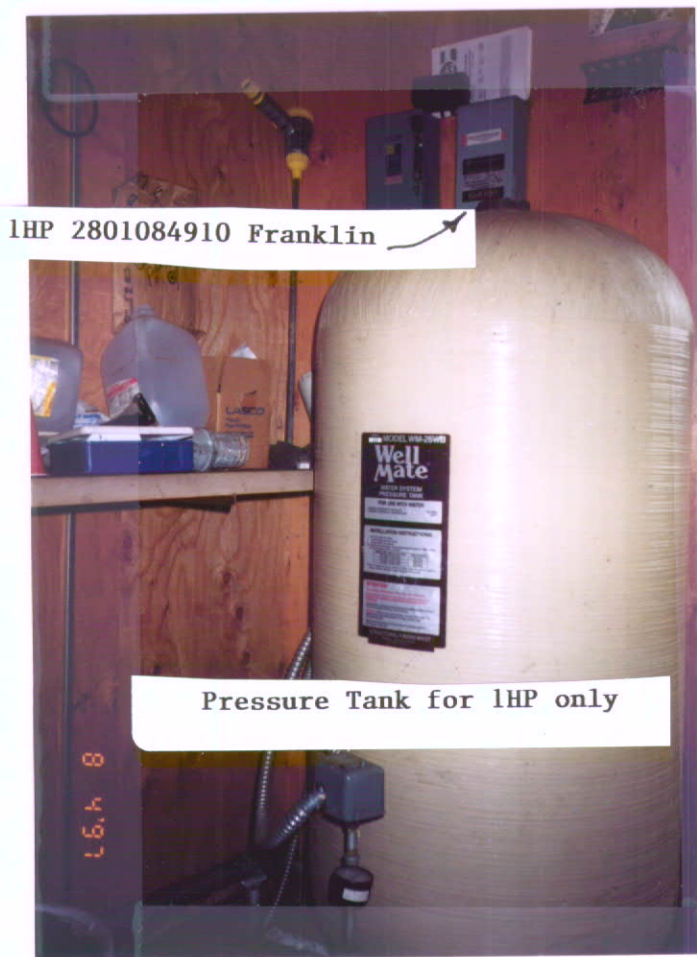
Right No. 37-08409 (0.10 cfs) is recorded with priority date of 11/30/1988 from groundwater within SESW for commercial landscape nursery use within S1/2SW. Transfer No. 5612 proposes to convert use to irrigation of 2.0 acres within a 15.8-acre permissible place of use within SW by diverting either from existing well or new well to be drilled within SESW, all S33, T03N, R18E, Blaine County. New proposed place of use is also known as Lot 2, Block 1, of Chapman's East Cloverly Ranch.

Any protest against the proposed changes must be filed with the Department of Water Resources, Southern Region, 1341 Fillmore St., Suite #200, Twin Falls, Idaho 83301, together with a protest fee of \$25.00 on or before January 12, 2000, to be considered by the Department in its decision to grant or deny any part of the proposed change. The protestant must also send a copy of the protest to the applicant.

Karl J. Dreher, Director
Publish: Wood River Journal -
December 22 & 29, 1999.

Publication Rates
As of 1997
(Idaho code,
Rev. Statutes 1984)
7.8 pt./line straight: .06 / pica
7.8 pt./line tabular: .07 / pica
7.8 pt./line successive
insertion: .05 / pica

11573



P/D-Sec 33, T03N, R18E SWSESW 1/4

John Chapman
1330 hrs.

04August1997

MICRO-UNITED
MAR 27 1998



photo looking SE'ly



photos looking W'ly



MICROFILMED
MAR 27 1998

Chapman, John 04 Aug 1997
1330 hrs.

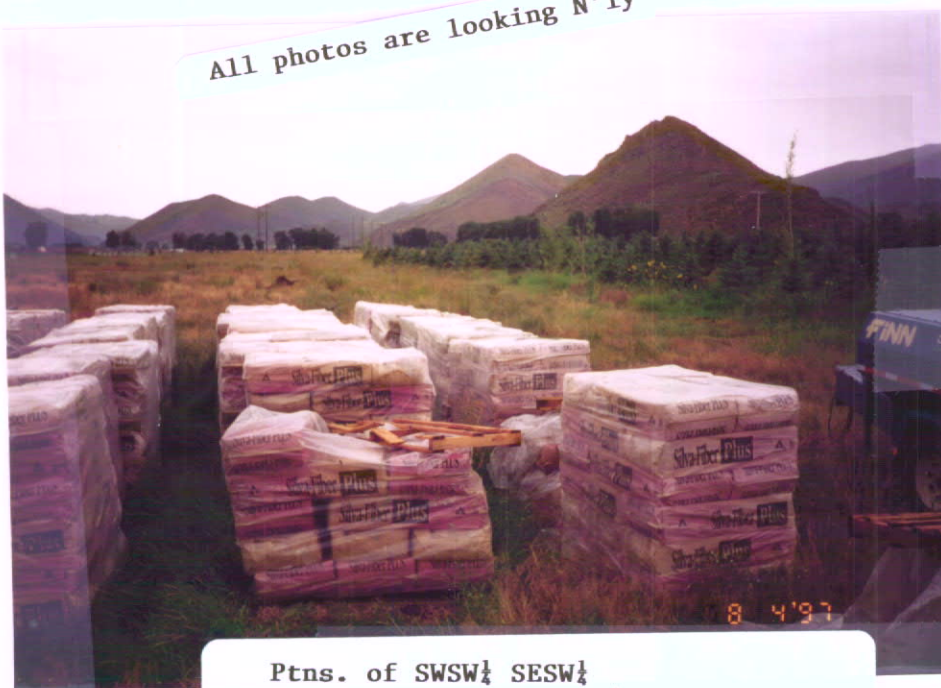
P/U=Sec 33, T03N, R18E SW $\frac{1}{4}$ SW $\frac{1}{4}$
37-08409



2/3 of impact sprinklers
are used in a 0.5 acre area



All photos are looking N'ly

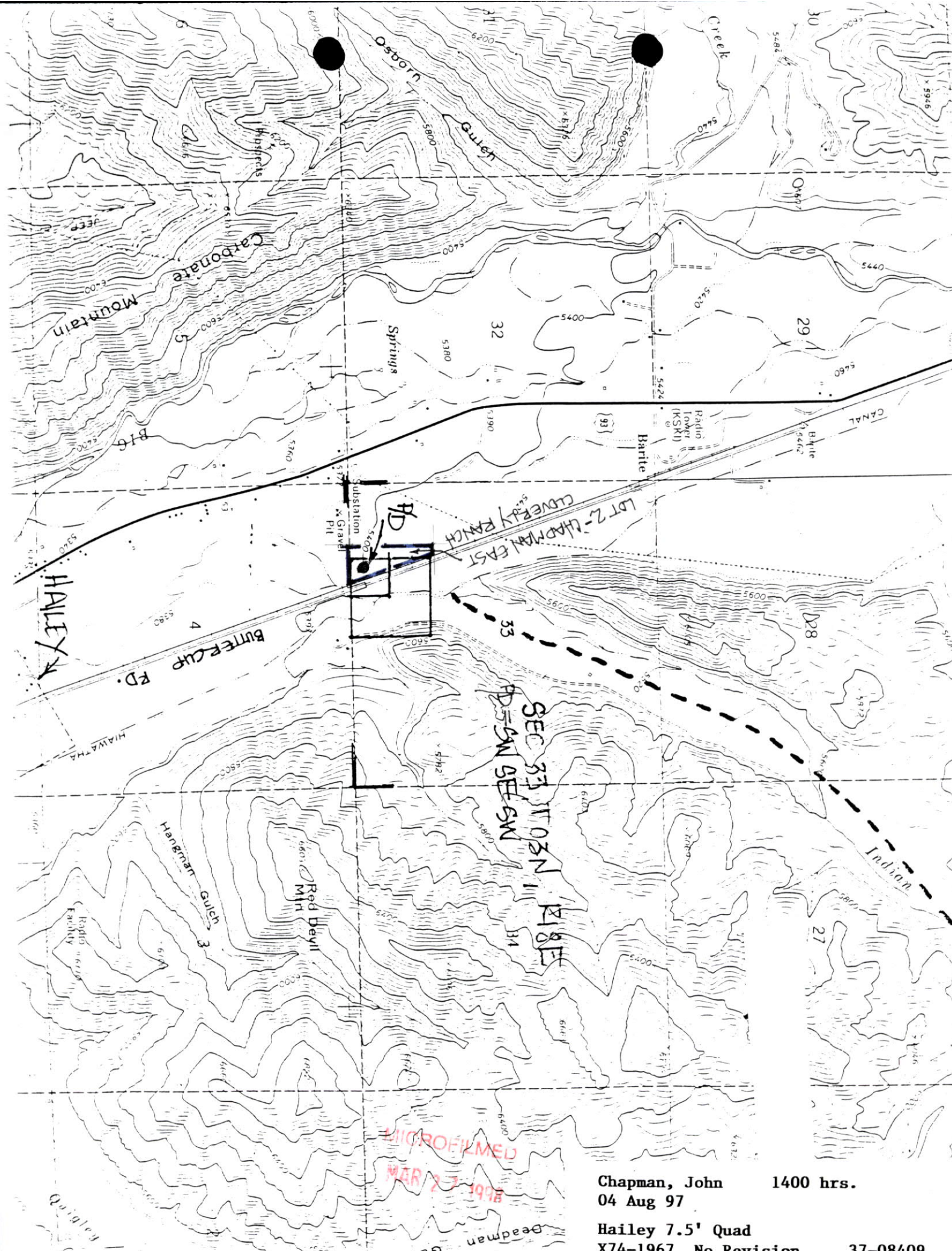


Ptns. of SWSW $\frac{1}{4}$ SESW $\frac{1}{4}$
Sec 33, T03N, R18e = P/U

MICROFILMED
MAR 27 1998

Chapman, John 04 Aug 1997
1330 hrs.

37-08409



Chapman, John 1400 hrs.
04 Aug 97
Hailey 7.5' Quad
X74-1967 No Revision 37-08409

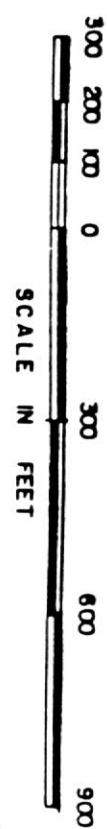
CHAPMAN'S EAST CLOVERLY RANCH

Located within E1/2, Section 32 & SW 1/4, Section 33, T. 3 N., R. 18 E., B. M.

Blaine County, Idaho

APRIL 1990

By J.K., 1978



Existing Approach Permit
I.T.D. & Sta. 3115+13.1

ROAD 1 (PUBLIC)

16th Corner

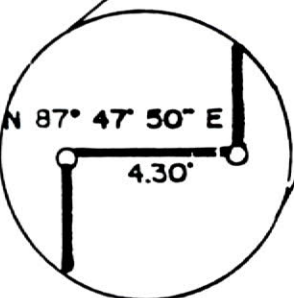
LOT 2
15.77 Ac.

BUTTERCUP

GPS A0002930

COMMERCIAL NURSERY
(LEASE ENDS 11/1/97)

60' Instrument No. 117644



BLOCK 1

19° 52' 38" E 748.62'
Osborne Lateral Canal

N 89° 51' 44" W 99.14'

S 83° 53' 12" W 731.73'

MICROFILMED
MAR 27 1998

Chapman, John
04 Aug 97

1400 hrs.

= IRRIGATED ACRES

8. POSSIBLE CONTAMINATION SOURCES:

Is there evidence of Chemigation? ☐ Yes ☒ No

If yes, is there a check-valve present? ☐ Yes ☐ No

Is there a possible source of contamination nearby? ☐ Yes ☐ No

If yes, what Type? _____

How far away from the well is this source? _____

9. REMARKS:

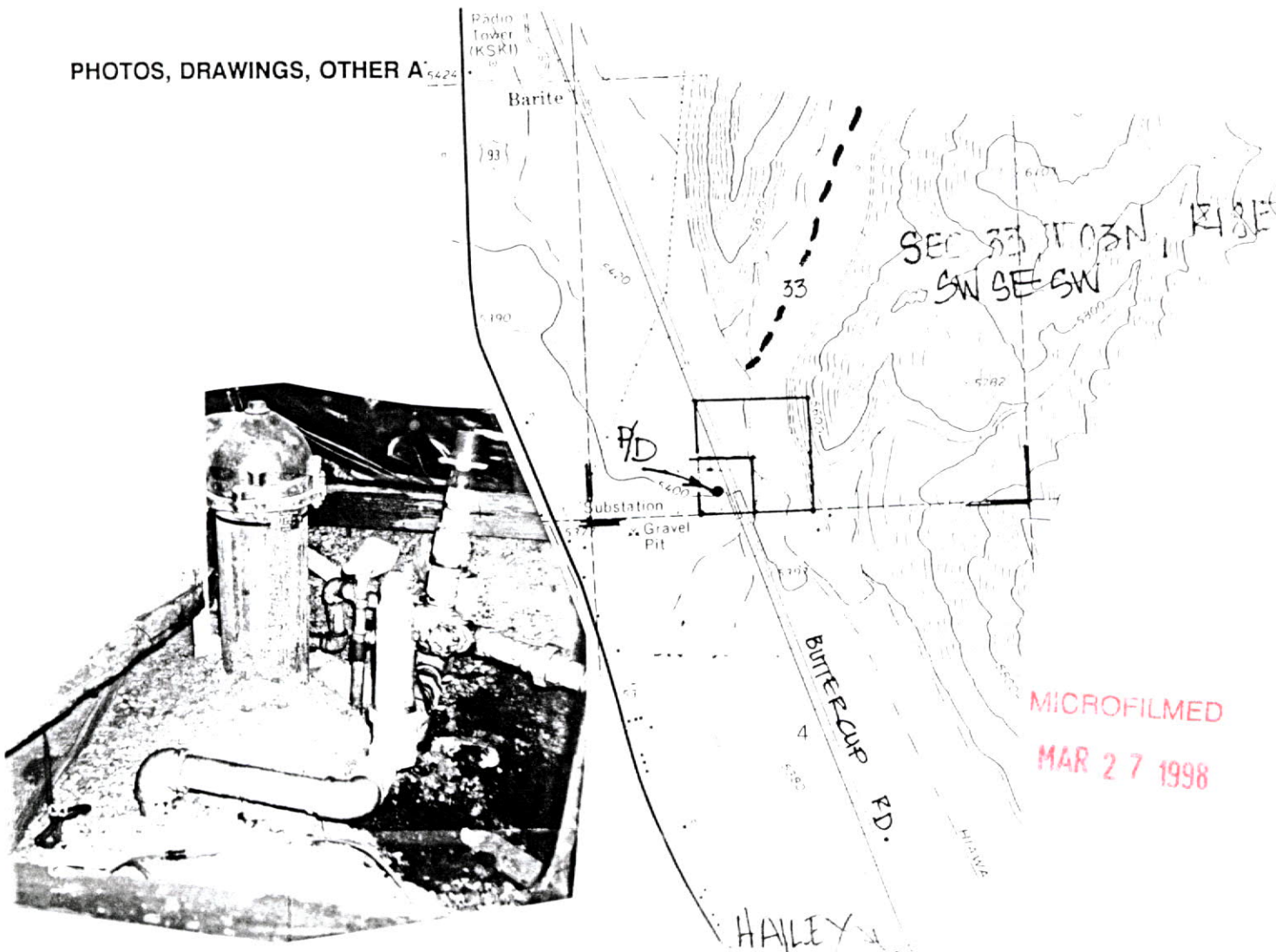
Clearwater Landscape is leasing land from Chapman.

Lease ends 11/97. Clearwater is moving to Carey, ID.

George S. Sutter Agent
Signature of Dept. Representative & Title

4 August 97
Inspection Date

PHOTOS, DRAWINGS, OTHER A



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

RECEIVED
DEC 08 2000
 Department of Water Resources
 Southern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>37-08409</u>	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See Instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions): **PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Silver Sage Ranch, LLC
c/o James P. Speck, PO Box 987, Ketchum, ID 83340
4. New Owner/Claimant(s) Silver Sage Owners Association, Inc.
 Name Connector (Check one): ☐ and, ☐ or ☐ and/or
- New Mailing Address Post Office Box 4380
- City, State and Zip Code Ketchum, ID 83340
- New Telephone Number (208) 726-6560
5. Date you acquired the property December 15, 1999

MICROFILMED
JUL 28 2003

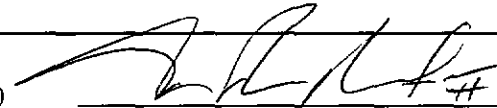
6. **IF THE CHANGE IN OWNERSHIP AFFECTS THE ENTIRE WATER RIGHTS FOR EACH WATER RIGHT OR ADJUDICATION CLAIM NUMBER LISTED IN ITEM 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.**

If the change of ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

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

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

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


Silver Sage Owners Association, Inc.
By: George R. Kirk, its President

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use only

Received by TF Date 12/8/00 Fee 25⁰⁰
 Received by TMB Date 12/14/00 Receipt No. 5023525
 Processed by _____ AJ Date _____ WR _____

MICROFILMED
JUL 28 2003

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

**James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
P. O. Box 987
Ketchum, Idaho 83340**

(space above line for Recorder's use)

QUITCLAIM DEED

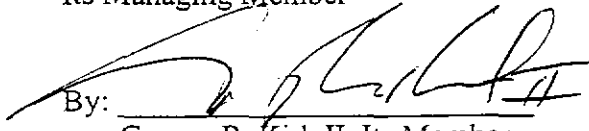
FOR VALUE RECEIVED, SILVER SAGE RANCH, LLC, an Idaho limited liability company ("Grantor"), does hereby convey, release, remise and forever quitclaim to SILVER SAGE OWNERS ASSOCIATION, INC., P.O. Box 4380, Ketchum, Idaho 83340 ("Grantee"), all its right, title and interest in and to the following described real property, situated in Blaine County, Idaho, to wit:

1. Parcel A and the area designated as Cloverly Lane (private) on the official plat for Silver Sage Subdivision, Blaine County, Idaho recorded December 6, 1999, as Instrument No. 434165, records of Blaine County, Idaho; and
2. Any and all water rights appurtenant to all of those lands platted as Silver Sage Subdivision including, but not limited to, Water Right No. 37-08409 and portions of Water Right Nos. 37-00521, 37-00522, 37-00523 and 37-02507.

DATED this 10th day of December, 1999.

SILVER SAGE RANCH, LLC, an Idaho limited liability company

By: GRK, LLC, an Idaho limited liability company,
Its Managing Member

By: 
George R. Kirk II, Its Member

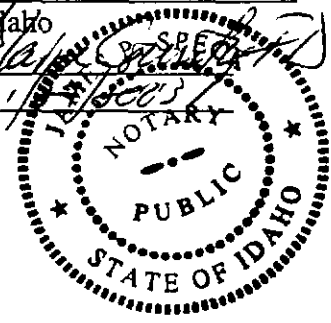
STATE OF IDAHO)
) ss.
County of Blaine)

On this 10th day of December, 1999, before me, personally appeared George R. Kirk, II, known or identified to me to be the member of GRK, LLC, an Idaho limited liability company which is the managing member of Silver Sage Ranch, LLC, an Idaho limited liability company and that executed the instrument on behalf of Silver Sage Ranch, LLC and acknowledged to me that Silver Sage Ranch, LLC executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Notary Public for Idaho
Residing at: _____
Comm. Expires: 1/15/2003



QUITCLAIM DEED - 2

MICROFILMED
JUL 28 2003

A PLAT SHOWING

SILVER SAGE SUBDIVISION

BEING A REPLAT OF LOT 2, CHAPMAN'S EAST CLOVERLY RANCH SUBDIVISION

SECTION 33, T.3N., R.18E., B.M., BLAINE COUNTY, IDAHO

NOVEMBER 1999

This map is a photocopy of a reproduction of that on file in the Recorder's Office. The company assumes no liability for variation, if any, with another or to survey.

Courtesy Of:
Sawtooth Title Co.
Box 186
Ketchum, Idaho 83340
726-4595



SCALE: 1" = 100'

LEGEND

- Property Line
- Adjacent Lot Line
- Right-of-Way
- Centerline of Right-of-Way
- Building Setback Line
- Right-of-Way Limits Line
- 150' Power Line Setback
- 10' Non-motorized Access Easement
- Measured Area and Boundaries
- Record Plat
- 1/2" O.B. - True Point of Beginning
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set 1/2" Rebar
- Approximate Proposed Well Location

NOTES

- A 10 foot public utility easement is centered on all interior and adjacent to all exterior lot lines.
- Native vegetation shall be maintained in its natural state to the greatest extent possible with perspective limited to a maximum of 1/2 acre irrigated.
- No driveway shall be constructed within 50 feet of the apex of the curve at the front of Lots 4 and 9.
- Each property owner shall maintain a yard waste container on his or her own property.
- There shall be a 10 foot wide snow storage easement along both sides of roadways in addition to right-of-way shown.
- All structures with greater than 4000 square feet of livable area are to be provided with NFPA approved 130 Automatic Fire Sprinkler System. All fire protection requirements of the Wood River Rural Fire District, the Blaine County Fire District and the Blaine County Fire Protection Ordinance including, but not limited to, fire hydrant locations and clear zones shall be complied with prior to the issuance of any building permits within this subdivision.
- This property is subject to the covenants, conditions and restrictions as recorded per instrument No. _____
- The purchaser and/or owner of this parcel understands and agrees that private road construction, maintenance and snow removal shall be the obligation of the owner, his successors in interest, or homeowners association, and that Blaine County is in no way obligated to accept, maintain, or improve these roads, and that each owner and notify in writing any successor in interest of these facts.
- All utilities shall be underground.
- Blaine County and the City of Holey disclaim any and all claims or liabilities for any damage which may result from exposure to any power lines traversing this subdivision.
- All domestic wells in this subdivision shall be metered.
- This property includes and is adjacent to active agricultural use. Residents and purchasers should be aware that the use of pesticides, herbicides, and fertilizers, including spraying, scattering, day and night, and other agricultural practices, such as dust, odors, use and application of agricultural chemicals, spraying, and other occurrences. These activities are normal functions of agricultural lands and are not considered nuisances.
- Fencing shall be maintained throughout the subdivision. Perimeter fences shall be of post and rail design, except as otherwise permitted herein. Perimeter fences shall have a minimum height of 42 inches and a minimum bottom rail height of 18 inches to provide for unobstructed movement of wildlife.
- Pursuant to State regulations, maintenance and weed control for all lots are the responsibility of the developer until the lot/block is sold and thereafter the responsibility of the owners of the individual lots/blocks. The central program to be implemented by the responsible parties will be the implementation of the Idaho Noxious Weed List. Moving noxious weeds from the subdivision, although biological control has been shown to be effective in eradication in some cases.

A PLAT SHOWING
SILVER SAGE SUBDIVISION
GALENA ENGINEERING, INC.
KETCHUM, IDAHO
SHEET 1 OF 2
JOB# 4563-01plat

Richard D. Fosbury
11-29-99

RICHARD D. FOSBURY, L.S. 3621

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Robert L. Smith
11-29-99

South Central District Health Dept., CHS

Date

LINE TABLE		
LINE	LENGTH	CHORD BEARING
L1	4.91'	N 007°23'37" W
L2	11.74'	S 89°30'38" E
L3	47.50'	N 007°26'30" E
L4	40.88'	S 01°21'47" E
L5	47.27'	S 00°26'30" W

CURVE TABLE			
CURVE	LENGTH	RADIUS	TANGENT
C1	38.74'	90.00'	19.78'
C2	116.89'	105.00'	55.40'
C3	8.70'	20.00'	4.86'
C4	28.28'	199.40'	14.15'
C5	20.04'	199.40'	174.80'
C6	31.27'	270.00'	15.83'
C7	31.27'	270.00'	38.50'
C8	72.70'	330.00'	72.55'
C9	35.34'	22.50'	90.00'00"
C10	83.49'	105.37'	44.07'
C11	57.96'	105.37'	29.74'
C12	21.14'	70.00'	10.85'
C13	118.89'	70.00'	50.71'
C14	185.05'	70.00'	169.39'
C15	61.55'	50.00'	35.36'
C16	72.70'	45.37'	48.82'
C17	35.69'	22.50'	22.85'
C18	59.48'	270.00'	29.86'
C19	72.70'	330.00'	38.50'
C20	40.17'	259.40'	78.12'
C21	18.01'	100.00'	9.07'
C22	50.14'	45.00'	28.03'
C23	7.82'	19.20'	4.00'

JUL 28 2000

FAX TRANSMISSION

SPECK & AANESTAD
P. O. Box 987
Ketchum, ID 83340
1-208-726-4421
Fax: 1-208-726-0752

To: ~~K~~ari Lynn Townsend
Idaho Dept. of Water Resources
Date: January 3, 2001
Fax #: 1-208-327-7866
Pages: 2 including this cover sheet.
From: James P. Speck
Client/Matter No.: 980119
Subject: Silver Sage Homeowners' Association, Inc.

37-08409

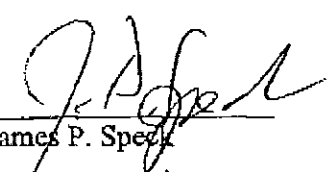
COMMENTS:

Enclosed is a list of Directors of Silver Sage Homeowners' Association, Inc. which you requested from my secretary on January 2, 2001.

Please call me if you need additional information. Thank you.

Sincerely yours,

SPECK & AANESTAD
A Professional Corporation

By: 

James P. Speck

JPS:jal
Enclosure

THIS INFORMATION CONTAINED IN THIS FAX TRANSMISSION IS CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE ABOVE-NAMED RECIPIENT AND MAY BE THE SUBJECT OF ATTORNEY/CLIENT PRIVILEGE. IF THE READER OF THIS MESSAGE IS NOT THE ABOVE-NAMED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISTRIBUTION, DISSEMINATION, COPYING OR OTHER USE OF THIS COMMUNICATION IS STRICTLY PROHIBITED AND NO PRIVILEGE IS WAIVED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE. THANK YOU.

MICROFILMED
JUL 28 2003

SILVER SAGE HOMEOWNERS' ASSOCIATION, INC.

LIST OF DIRECTORS

George R. Kirk, III, Director
John Galgano, Director
Jim Greenwood, Director

MICROFILMED

JUL 28 2003

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5612
WATER RIGHT NO. 37-08409

This is to certify that: **SILVER SAGE RANCH LLC**
C/O JAMES P SPECK
SPECK & AANESTAD
PO BOX 987
KETCHUM ID 83340

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/15 to 10/31	0.10 CFS	6.0 AF

SOURCE

GROUNDWATER

Priority: 11/30/1988

LOCATION OF POINT(S) OF DIVERSION:

SESW , Sec. 33, Township 03N, Range 18E
BLAINE County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
03N	18E	33	NWSW 0.8	SWSW 9.6	SESW 5.4	15.8
Total number of acres irrigated:						15.8 *

CONDITIONS OF APPROVAL AND REMARKS

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
3. 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.
- * 4. Right 37-08409 is limited to the irrigation of 1.7 acres in the place of use described above in a single irrigation season.

MICROFILMED

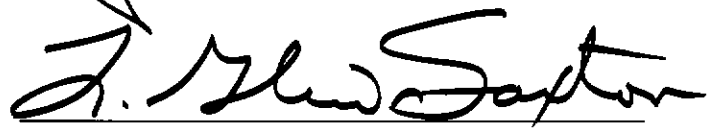
NOV 09 2000

TRANSFER NO. 5612
WATER RIGHT NO. 37-08409

CONDITIONS OF APPROVAL AND REMARKS

5. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
6. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
7. If the original well under Right 37-08409 is no longer used, it shall be abandoned in a manner which complies with Department well abandonment rules.

Dated this 17th day of July, 2000.


Chief, Water Allocation Bureau

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NOV 09 2000

Form 222
7/92

RECEIVED

JUN 22 1999

Department of Water Resources
Southern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**Name of applicant : Silver Sage Ranch, LLC Phone: 1-208-726-4421Post Office address: c/o James P. Speck, Speck & Aarnestad, A Professional Corporation, P. O. Box 987, Ketchum, ID 83340**A. PURPOSE OF TRANSFER***NO CHANGE IN LEGAL DESCRIPTION*

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☒ Change nature of use ☒ Change period of use ☒ Other (change source, split right)
CREATE PPU

2. Describe the reason for the proposed changes : Applicant desires to convert lands formerly used as a landscape nursery into a residential subdivision and to use this water right to irrigate residential lots and common areas. A new well will be drilled, OR PERHAPS THE EXISTING WELL WILL BE USED. *

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

1.

Right Number	Priority	Amount	Nature of Use	Period of Use	Volume
37-08409	November 30, 1988	0.10 cfs	irrigation	April 15 to October 15	6.0 AFA

2. Total amount of water being transferred: 0.1 cubic feet/second and/or 6.0 acre-feet per annum.3. Source of water: ground water tributary to _____

4. Point(s) of Diversion:

Ident No.	Gov't Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
			SE	SW	33	3N	18E	Blaine	

5. Lands Irrigated or Place(s) of Use: 2.0 ACRES WITHIN 15.8 ACRE PERMISSIBLE PLACE OF USE

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	18E	33									0.8	9.6							~~15~~

5.4

Total acres: ~~15~~

* CHANGES MADE PER 12/14/99 TELECOM WITH JIM SPECK.

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NOV 03 2000

6. General Information:

a. Description of diversion system, Well, pump, buried main line, residential sprinkler irrigation systems.b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes ☒ No If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes. PER 12/14/99 TELECOM WITH JIM SPECKc. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer: N/A.d. Remarks: The commercial use was irrigation of trees, shrubs and other plants in a commercial landscape nursery. The proposed irrigation use will be residential landscaping on lots and common areas within the proposed Silver Sage Subdivision. A copy of the proposed subdivision plat is appended as Attachment A.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

Witness my hand this _____ day of _____, 19____.

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NOV 09 2000

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
In case of _____ vs. _____
Dated _____ in _____ county of _____
- b. License No. 37-08409 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Check appropriate box below.

☒ Tax notice ☐ Warranty Deed ☒ Other Real Estate Purchase and Sale Agreement

3. Source of water _____ ground water _____

4. Date of priority November 30, 1988

5. Water is used for the following purposes:

amount 0.1 cfs for Commercial purposes from January 1 to December 31

6. Total amount of water under right 0.1 cubic feet/second and/or 6.0 acre-feet per annum.

7. Point(s) of Diversion:

Ident No.	Gov't Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
			SE	SW	33	3N	18E	Blaine	

8. Lands Irrigated or Place(s) of Use:

TWP	RGE	SEC	N E				N W				S W				S E				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	18E	33											C	C					

Total acres: _____

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9. Describe any other water rights used for the same purpose as described above None.

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
No . If yes, describe.

B. DESCRIPTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit parts B and C)

1. amount _____ for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Ident No.	Gov't Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local Name for Diversion

3. Lands irrigated or Place(s) of Use:

TWP	RGE	SEC	N E				N W				S W				S E				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total acres: _____

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

1. amount _____ for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Ident No.	Gov't Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or Place(s) of Use:

TWP	RGE	SEC	N E				N W				S W				S E				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

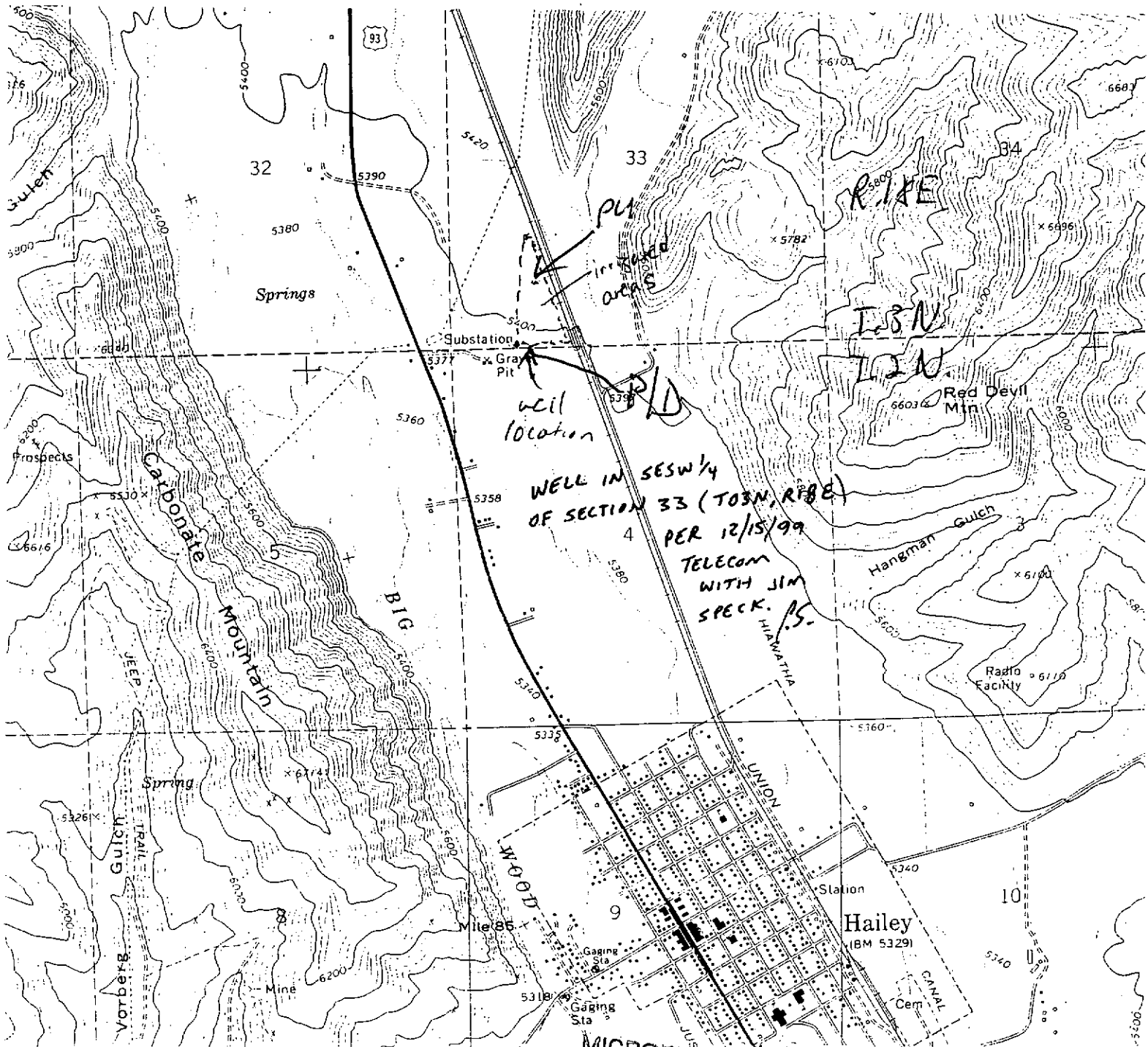
Total acres: _____

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 NOV 09 2000

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3**

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.

SEE ATTACHED DIAGRAM.



PART 3

B. CHANGES IN NATURE OF USE

1.

New Nature of Use	Amount (cfs/AF)	Hours/Days/Year	Period Of Use		
Irrigation	0.1 cfs/6.0 AFA		April 15	to	October 15
				to	
				to	

2. Quantity and quality of return flows and location of discharge: _____

3. Describe effects on other water uses resulting from the proposed change: None. The season of use is reduced and the number of irrigated acres will be reduced. The annual diversion volume will stay the same

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

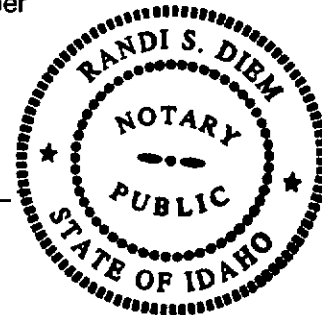
I understand that any willful misrepresentations made in this application may result in voiding its approval.

SILVER SAGE RANCH, LLC
By: GRK, LLC, Member

DATE: June 18, 1999

By: _____

George R. Kirk, II, Member

Subscribed and sworn to before me this 18th day of June, 1999.Randi S. DiemNotary Public for IdahoResiding at Hailey, IDMy commission expires 8-29-03

FOR DEPARTMENT USE ONLY

Received by A. SKINNERDate 6/22/99Prelim. check by A. SKINNERFee \$100.00Receipted A. SKINNER # 5022296Published in Wood River JournalPub. dates 12/22 + 12/29/99Recommend: ✓ approve 2/23/00 denyWatermaster recommendation requested 12/16/99 rec'd _____

Field exam conducted (required for statutory claims) _____

Protest filed by: None

Hearing held by: _____

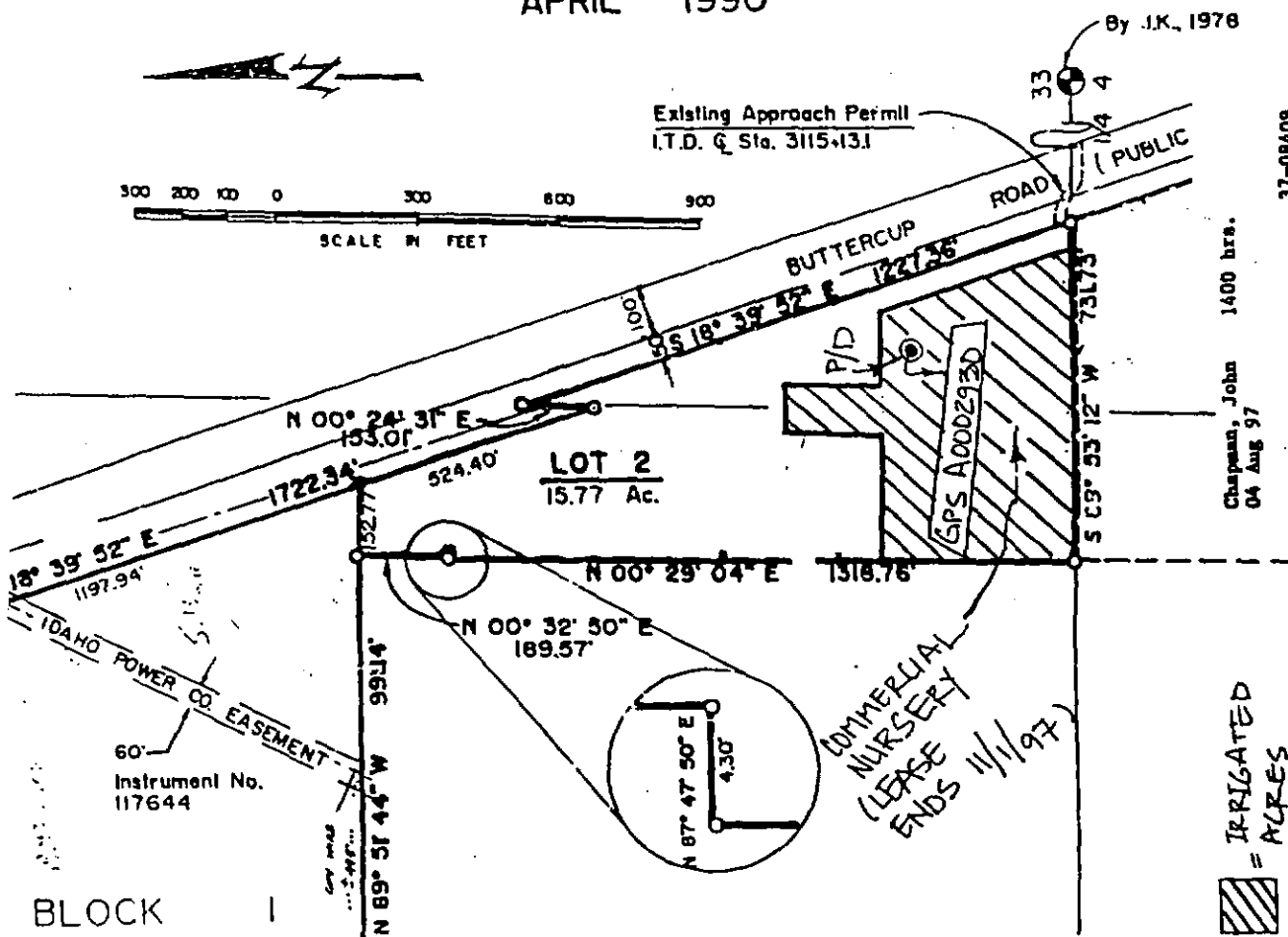
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NOV 09 2000

FROM 37-08409
FIELD EXAM
FILE

MAN'S EAST CLOVERLY RANCH

ated within E1/2, Section 32 & SW 1/4, Section 33, T. 3N., R. 18E., B. M.
Blaine County, Idaho
APRIL 1990



MICROFILMED
NOV 09 2000

T#5612

Real Estate Purchase and Sale Agreement

Purchase Price \$ 750,000.00 Seven Hundred Fifty Thousand and 00/100 Dollars

Seller: First Security Bank, Trust Real Estate

Buyer: GRK LLC and/or assigns

Property Address: Chapmans East Cloverly Ranch, Lot 2

Legal Description: Chapmans East Cloverly Ranch, Lot 2

City: Hailey

County: Blaine

State: Idaho

Buyer hereby agrees to buy, and Seller agrees to sell, the property on the following terms and conditions:

Terms The purchase price is payable as follows:

\$ 750,000 Cash, cashier's check, or certified funds at closing, including Earnest Money.
 Seller Financing - See Financing/Other Terms.
 Other
 \$ 750,000 Total Purchase Price - Not including closing costs.

Earnest Money \$ 25,000.00 Twenty -Five Thousand Dollars

Evidenced By:

To Be Held By:

Other Remarks:

☒ Personal Check

☐ Listing Broker

\$5,000.00 personal check and \$20,000.00 promissory note. All earnest money deposited in escrow prior to closing shall be applied to the purchase price. Any interest earned shall be to the Buyer's benefit.

☐ Cashier's Check

☐ Selling Broker

☒ Promissory Note

☒ Title Company

Earnest Money to be deposited in trust account upon acceptance of this agreement by all parties.

Offer Expires On

Date: June 15, 1998

Time: 5:00 p.m.

Closing Date October 1, 1999

Possession Date: ☒ On the closing date ☐

Inspections

N/A ☐

This offer is contingent upon Buyer's inspection of the premises and acceptance of the condition of the premises. Buyer shall have the right to conduct inspections, tests, surveys and other studies ("inspections") at Buyer's sole cost. Seller shall provide reasonable access for such inspections. Buyer shall indemnify Seller and hold Seller harmless from all injury, loss or liability regarding such inspections. If Buyer has not waived or satisfied this contingency in writing on or before that date two months after the opening of escrow then this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

Financing This Agreement is contingent upon Buyer securing the following financing:

N/A ☒

Buyer agrees to make a best effort to obtain such financing and to make written application within business days after acceptance of this agreement by both parties. If Buyer has not waived or satisfied this contingency in writing on or before

this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

New Loan ☐

Type of Loan:

Other Terms:

Assume Existing ☐

Conv. ☐

FHA ☐

VA ☐

Total Points

Fixed Rate ☐

Amount

Adj. Rate ☐

Maximum % Rate

Years

Document # TKG/GK - 3

Date 6/9/98

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NOV 03 2000

T#5612

Sale of Buyer's PropertyN/A ☒

This offer is contingent on the closing of a sale of Buyer's property located at

If Buyer has not waived or satisfied this contingency in writing on or before

then this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

Bump ClauseN/A ☒

Seller shall have the right to continue to offer the herein premises for sale and to accept offers until such time as said contingencies have been waived or removed by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer written notice of such new offer. In the event the Buyer does not waive or satisfy all contingencies in writing within

after the receipt of such notice then this Agreement shall terminate and all deposits returned to Buyer less expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement. In the event the Buyer does waive or remove the contingencies, the Buyer shall proceed to purchase the premises under the remaining terms and conditions of this Agreement, notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given on the earlier of either personal delivery of notice to the Buyer or his/her representative or two calendar days following the date of mailing evidenced by the postmark on the envelope containing such notice. All notices shall be sent to the addresses shown on this Agreement.

Other ContingenciesN/A ☒

It is understood and agreed by the parties that the respective obligation of Seller and Buyer hereunder are expressly contingent upon Buyer receiving preliminary plat approval from both Blaine County and the City of Hailey to develop a subdivision on the subject property. Said preliminary approval shall be diligently pursued by Buyer, at its sole cost and expense. Seller shall cooperate with Buyer in the making of applications, etc. required to pursue and receive said preliminary plat approval.

If Buyer has not waived or satisfied this/these contingency(ies) in writing on or before
closing date

then this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

Lead-Based Paint The subject property is *target housing* (built prior to 1978) regarding lead-based paint and/or lead-based paint hazards: NO ☒ YES _____. If "YES", then the Lead-Based Paint Contingency Addendum must be attached to and made a part of this contract.

Included Items (In addition to para 4 on pg 3.)

Purchase price to include the seller providing a preliminary title report and any documents relevant to the property including ALTA Survey, water rights, and a Level I Environmental Survey.

Excluded Items

None.

Costs To Be Paid By	Appraisal	Loan Assumpt.	Title Ins.	Well Inspt.	Septic Inspt.	Septic Pumping	Closing Agent Fee	Assess-ments	Environmental Report	Survey
Buyers	☐	☐	☐	☒	☐	☐	☐	☐	☐	☐
Sellers	☐	☐	☒	☐	☐	☐	☐	☒	☒	☒
Share Equally	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐
N/A	☒	☒	☐	☐	☒	☒	☐	☐	☐	☐

Document # TKG/GK - 3 **Date** 6/9/98

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NOV 09 2000

Additional Terms

- 1) Unless Buyer shall have given Seller written notice of its dissatisfaction with its inspection as described above, \$5,000.00 shall be released to the Seller.
- 2) No later than December 31, 1998, Buyer shall convert \$7,500.00 of the promissory note balance to cash which shall be released to the Seller. In the event Buyer does not convert said note amount to cash by 12/31/98, this transaction shall be void, the non-release earnest money returned to the Buyer, and neither party shall be further obligated to the other.
- 3) Within 3 business days of the Buyer receiving preliminary plat approval from Blaine County and Hailey to develop a subdivision on the subject, Buyer shall convert the remaining \$12,500.00 balance of the promissory note to cash, and upon its conversion to cash the earnest money becomes non-refundable.
- 4) Buyer may extend the closing date after October 1, 1999 by paying an additional \$6,000.00 penalty per month.
- 5) Seller acknowledges that George R. Kirk of The Kirk Group is a licensed real estate broker in the State of Idaho and is doing business for profit.

Agents

Listing Agent None
Agency
Phone

Selling Agent None
Agency
Phone

Responsible Closing Broker/Office: George Kirk, The Kirk Group
Responsible Closing Agency/Title Co: Sawtooth Title Company

Representation Confirmation

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.

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S)
("agent" or "nonagent" or "limited dual agent"):

Listing Broker acted as a(n): non-agent for the Buyer.
Selling Broker acted as a(n): non-agent for the Buyer.

In this transaction, the brokerage(s) involved had the following relationship(s) with the SELLER(S)
("agent" or "nonagent" or "limited dual agent"):

Listing Broker acted as a(n): non-agent for the Seller.
Selling Broker acted as a(n): non-agent for the Seller.

Other Standard Terms

1. **Withdrawal of Offer** - Buyer can withdraw offer at any time before written acceptance by notifying selling broker's office in writing.

2. **Closing Date** - On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes, insurance, and 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 the Closing date.

3. **Closing Costs** - Costs in addition to those listed may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if Seller's loan is assumed.

4. **Included Items** - All attached floor coverings, attached television antennae, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, or shrubbery, water heating apparatus and fixtures, attached fireplaces and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all water and water rights, and all ditches and ditch rights that are appurtenant thereto shall be included in the sale unless otherwise provided herein.

5. **Disclosure** - If required by Title 55, Chapter 25 Idaho Code, Seller shall within ten (10) days after the execution of this agreement provide to the Buyer "Sellers' Property Disclosure Form" and Buyer shall have three (3) business days from receipt of the disclosure report to rescind the offer based upon information contained in the report.

Document # TKG/GK - 3

Date 6/9/98

MICROFILMED

NOV 09 2000

6. Existing Loans - Within three (3) business days of acceptance, Seller shall provide Buyer with all Notes and Deeds of Trust or other financing documents to be assumed or taken subject to. Within five (5) business days of receipt thereof, Buyer shall in writing notify Seller of his/her approval or disapproval of the terms of said documents. Buyer's approval shall not be unreasonably withheld.

7. Business Day - "Business Day" in this agreement shall mean Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined by Idaho Code, Section 67-5302(12).

8. Counterparts/Facsimile Transmission - This agreement may be executed in one or more counterparts, each is deemed to be the original hereof, and all of which together constitute one and the same instrument. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of the original. At the request of either party, or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

9. Title Insurance - The Seller shall within a reasonable time after closing furnish to the 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 the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment of title insurance policy showing the condition of the title to said premises. Buyer shall have five (5) business days from the receipt of the commitment or until twenty-four (24) hours prior to the closing, whichever is less, within which to object to the condition of the title as set forth in the commitment. If the Buyer does not object, the Buyer shall be deemed to have accepted the conditions of the title.

10. Extended Coverage Title Policy - A standard policy of title insurance 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 the time of closing. However, under Idaho law such potential claims against the premises may have become a legal obligation before the purchase of the home and may not yet be of public record until after the purchase. Title Insurance companies may be able to issue an "extended coverage" policy for an additional premium.

In addition to the premium for extended coverage title policy, there may be other costs involved, i.e., survey, additional closing fees. Such a policy may protect the Buyer against such problems. It is recommended that the Buyer talk to a title insurance company about what it offers in the way of extended coverage. Only the policy itself shows exactly what type of coverage is offered, so contact a title company for particulars.

11. 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, defects, except those which are to be discharged or assumed by Buyer or to which title is taken subject to, shall exist unless otherwise specified in this agreement.

12. Default by Buyer - If the Buyer defaults in the performance of this agreement, Seller will have the option of (1) accepting the Earnest Money as liquidated damages and this agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Seller may be entitled. In the case of option (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 or on behalf of Seller and Buyer related to the transaction, as set forth in the "Costs Paid By" section above, and said holder shall pay any balance of the Money, one-half (1/2) to the Seller and one-half (1/2) to the Seller's broker, provided that the amount to be paid to the 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 the Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture.

13. Default by Seller - It is agreed that if the title of said premises is not marketable, or cannot reasonably be made so within twenty (20) business days after notice containing a written statement of defects is delivered to the Seller, or if the Seller, having approved the sale fails to consummate the same as herein agreed, the Buyer has the option of: (1) having the Earnest Money returned to the Buyer and the Seller shall pay for the cost of title insurance, escrow and legal fees, if any, and this agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Buyer may be entitled.

Document # TKG/GK - 3

Date 6/9/98

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14. Interpleader - In the event of a dispute between Seller and Buyer as to the Earnest Money, the holder of the Earnest Money shall be entitled to file an interpleader action in a court of competent jurisdiction, as provided by statute.

15. 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 attorneys' fees including such costs and fees on appeal and in any bankruptcy proceeding.

16. 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 cause prior to the closing, this agreement shall be voidable at the option of the Buyer. Buyer shall give written notice of intent to void the agreement to Seller or Seller's agent and shall be entitled to a full refund of the earnest money.

17. Time is of the Essence in this agreement.

18. Entire Agreement - This agreement contains the entire agreement of the parties respecting the matters herein set forth and supersedes any prior agreements or negotiations respecting such matters. No agreements, representations, or warranties including, without limitations, any warranty of habitability, not expressly set forth herein shall be binding on either party.

19. Agent Representations - The agents representing the Buyer and Seller in this transaction do not make any representations regarding flood plain, avalanche zone, hazardous waste, environmental or health hazards, code compliance, survey data, finished square footage, property size, zoning or other physical factors nor do the agents make any representations regarding law or taxation, unless specifically set forth in writing in this Agreement. The Buyer and Seller specifically waive all claims against the agents regarding any of these matters which are not specifically included in this agreement. It may be diligent and prudent for the Seller and/or Buyer to employ the services of qualified independent professionals who perform services or provide opinions regarding these matters, and the Agents may, during the course of this transaction, identify such individuals or entities. However, Agents are not warranting in any way the services or opinions provided by such individuals or entities, and the Buyer and Seller specifically waive any and all claims against the Agents regarding such identification.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Buyer(s) Acceptance Buyer hereby acknowledges having read this agreement in its entirety, including the Other Standard Terms, and having received a copy of this Agreement.

X 
Buyer's Signature Date 6/9/98

X
Buyer's Signature Date

Printed Name George R. Kirk, Member GRK LLC
Address ELO. Box 4380
City, State, Zip Ketchum, ID 83340
Home Phone (208) 788-2559
Business Phone (208) 726-6560

Printed Name
Address
City, State, Zip
Home Phone
Business Phone

Seller(s) Acceptance On the specified date, Seller acknowledges having read this agreement in its entirety, including the Other Standard Terms provisions, and Seller hereby approves and accepts the sale set forth in the above agreement: ☒ "As-Is" ☒ Subject to attached ~~Counteroffer~~ **Addendum**. Seller agrees to carry out all of the terms thereof on the part of the Seller and acknowledges receipt of a true copy of this Agreement signed by all parties.

X 
Seller's Signature Date 15 Jun 98

X
Seller's Signature Date

Printed Name **Calvin E. Kidney**
Address 119 9th St., Sixth Floor
City, State, Zip Boise, ID 83702
Home Phone
Business Phone (208) 393-2438

Printed Name
Address
City, State, Zip
Home Phone
Business Phone

Document # TKG/GK - 3

☐ See Counteroffer

☒ See Addendum

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Addendum

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

Document # TKG/GK - 3

Dated June 9, 1998

Property Address Chapmans East Cloverly Ranch, Lot 2

Buyer(s) GRK LLC and/or assigns

Seller(s) First Securitiy Bank, Trust Real Estate

The undersigned Parties hereby agree as follows:

The following supersedes paragraph 9. Title Insurance on the purchase and sale agreement:

Title Insurance: Seller shall within a reasonable time after closing furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject only to the printed exceptions normally contained in such policies, and such other matters as may have been approved by Buyer. Seller shall furnish to Buyer a preliminary title report on the subject property at the opening of escrow from Sawtooth Title in Ketchum, ID. Buyer shall have fifteen (15) days after receipt of title commitment together with copies of all exceptions shown therein in which to review same. Buyer agrees to notify Seller and escrow agent in writing of any disapproval of said commitment within said fifteen (15) days. Seller shall have ten (10) days in which to eliminate said disapproved matters. Buyer, at its option, may elect to cancel this escrow and be returned its earnest money deposit plus any interest earned thereon, or may elect to allow Seller up to the time of the close of escrow in which to eliminate said disapproved matters. At the close of escrow, Seller shall furnish to Buyer a commitment for a standard coverage form of title insurance policy in the amount of the total purchase price which shall ensure a fee-simple title to the property in Buyer's name, subject only to the printed exceptions normally contained in such policies, and such other matters as may have been approved by Buyer.

This ADDENDUM, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Buyer's Signature  X	Buyer's Signature X
Date Jun 9, 1998 Time	Date Time
Seller's Signature X 	Seller's Signature X
Date 15 June 98 Time 1645	Date Time

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NOV 09 2000

ADDENDUM TO SALES AGREEMENT

This Agreement is Addendum # TWO to the Purchase and Sale Agreement and Receipt for Earnest Money and/or Sales Agreement and/or Purchase Contract dated 9 JUNE 1998 TEG/GK-3 between FIRST SECURITY BANK, N.A., Trust Group ("Seller") acting within its legal capacity as a Trustee, Personal Representative and/or Conservator, and GRK LLC and/or assigns ("Buyer") on the property commonly known as: CHAPMAN'S EAST CLOVERLY RANCH LOT 2
Address

HAILEY

City

IDAHO

State

hereafter called "the Property" and legally described as:

In the event any provisions within the Sales Agreement are inconsistent with this Addendum, this Addendum will prevail.

1. Seller is not authorized to accept offers on this property from directors, officers or employees of FIRST SECURITY BANK, N.A. (or affiliated corporations) or their immediate families. By signing this Addendum, the Buyer(s) hereby represents that he is not within this classification.

2. Title to the property will be conveyed by:

XXX Trustee's Deed
Personal Representative's Deed
Conservator's Deed

The Deed will be a bargain and sale deed without warranties of any kind.

3. Buyer acknowledges that Seller is selling and Buyer is purchasing the property in its "AS IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE.

Buyer is aware that Seller is acting in its legal capacity as Fiduciary and, as such, is exempt from Idaho Code Title § Chapter 25, "Idaho Property Condition Disclosure Act." Seller has no independent or personal knowledge of the present condition of the property. Buyer is advised to obtain and pay for a qualified professional to inspect the property on Buyer's behalf.

Buyer acknowledges for Buyer and Buyer's successors, heirs and assigns, that Buyer has been given a reasonable opportunity to inspect and investigate the property. In purchasing the property, the Buyer is not relying on any representations by the Seller, or its agents or employees concerning the condition or

ADDENDUM - 1

RF.34

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NOV 09 2000

safety of the property and/or any improvements thereon, including, but not necessarily limited to, electrical, plumbing, heating, sewage, roof, air conditioning, if any, foundations, soils and geology, lot size or suitability of the property and/or its improvements for particular purposes, or that any appliances, if any, plumbing and/or utilities are in working order, and/or that the improvements are structurally sound and/or in compliance with any city, county, state and/or federal statutes, codes or ordinances.

Buyer(s) further states that he is relying solely upon his own inspection of the property and not upon any representation made to him by any person whomsoever who is an agent or employee of Seller, and is purchasing the property in the condition in which it now is without any obligation on the part of the Seller to make any changes, alterations, or repairs thereto.

The closing of this transaction shall constitute and acknowledgement by the Buyer(s) that BUYER(S) HAS ACCEPTED THE PROPERTY WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE BY THE SELLER AND IN AN "AS IS" CONDITION BASED ON BUYER'S OWN INSPECTION."

 (Buyer's Initials)

4. In order for the Buyer to finance the property through FHA, VA, Idaho Housing or a conventional lender, those lenders may require that the property comply with the local housing code and other government requirements of the city or county in which the property is located. If repairs re required on the property by city code, lender or by the appraiser in order for the Buyer to obtain financing, the total cost of said repairs to the Seller shall not exceed \$ N/A.
5. Buyer shall not occupy or have possession of the property until this sale is final and all closing documents are signed by both parties and all appropriate documents are recorded.
6. There will be no further proration of real property taxes, utilities and assessments between the Buyer and Seller after the closing of the sale of the property. All prorations will be final at closing and not subject to change.
7. Acceptance of Buyer's offer is subject to final acceptance and approval by First Security Bank of Idaho, N.A., Trust Administrative Committee. If acceptance is not communicated to Buyer by the proposed closing date as set forth herein, the Buyer's offer shall be deemed rejected.
8. Seller has made inquiry to provide the information on the Listing Agreement and believes it to be reliable based upon its reasonable inquiry but it does not guarantee it to be accurate or exact, and hereby cautions Buyer(s) that he must make his own inquiry to satisfy himself.

 (Buyer's Initials)

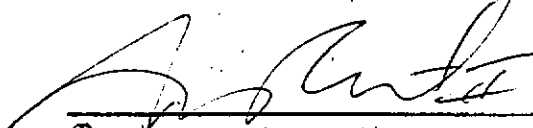
9. Other provisions:
 - a. Proposed Closing Date: 1 OCTOBER 1999 OR BEFORE
 - b. References to the singular shall include the plural, where appropriate.

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NOV 09 2000

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any other offer prior to Buyer's written acceptance of this counter offer. Acceptance shall not be effective until a copy of this Counter Offer, dated and signed by Buyer, is personally received by the Seller or Seller's agent.

EXPIRATION: This counter offer shall expire unless a copy hereof with Buyer's written acceptance is delivered to Seller or Seller's agent on or before _____.

The herein agreement, upon execution by both parties, is made an integral part of the aforementioned agreement.
OTHER TERMS: All other terms and conditions to remain the same.



(Buyer) Member, OAK LLC

6/16/98

Date

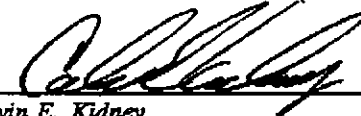
(Buyer)

Date

owned by



FIRST SECURITY BANK AS TRUSTEE
OF THE JOHN S. CHAPMAN CHARITABLE
REMAINDER UNITRUST UNDER AGREEMENT
DATED 21 DECEMBER 1995

BY: 

Calvin E. Kidney 15 JUNE 1998
Assistant Vice President, Manager
Trust Real Estate

Date

ADDENDUM - 3

RF.34

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NOV 03 2000

** TOTAL PAGE.10 **

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 37-08409

Priority: November 30, 1988

Maximum Diversion Rate:

0.10 CFS

Maximum Diversion Volume:

6.0 AF

This is to certify, that JOHN S CHAPMAN

PO BOX 2898

BOISE ID 83701

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated November 30, 1988; and has submitted Proof of Beneficial Use on May 4, 1989. An examination indicates that the works have a diversion capacity of 0.130 cfs of water from a GROUNDWATER source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
COMMERCIAL	01/01 to 12/31	0.10 CFS	6.0 AF

LOCATION OF POINT(S) OF DIVERSION:

SESW , Sec. 33, Township 03N, Range 18E
BLAINE County

PLACE OF USE: COMMERCIAL

TWN RGE SEC

03N 18E 33

SWSW

SESW

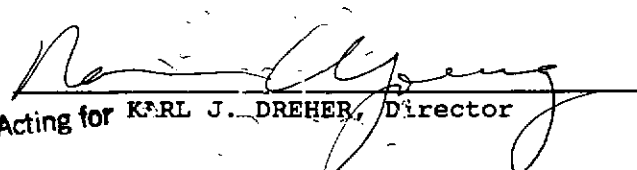
CONDITIONS OF APPROVAL AND REMARKS

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license shall be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. Commercial use is for a landscape nursery.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 19TH day of MARCH, 1998.

MICROFILMED

MAR 27 1998

Acting for  KARL J. DREHER, Director

RECEIVED

MAY 08 1989

RECEIVED

MAY 4 1989

Department of Water Resources
Southern Region Office

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Department of Water Resources

PROOF OF BENEFICIAL USE

For Office Use Only

Fee Received 50.00

Date 5-4-89

Receipt # 5007021

Receipt by HRP

Reviewed by _____

Sent to region 4-4-89
S.U.

The Idaho Department of Water Resources will consider this form as a statement that the permit holder(s) has completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

Permit No. 37-08409

Name(s) of Permit Holder: John S. Chapman

Post Office Address: P.O. Box 2898 - Boise, Idaho 83701

Telephone No. 208-343-6485

Source of Water: GROUNDWATER

Extent of Use:

Domestic _____ (number of households) Stockwater _____ (number and type of stock)

Irrigation _____ (acres) Other/Remark _____

Commercial - Greenhouse/Nursery plant watering

Total rate and/or volume for which proof is submitted .1 cfs _____ acre-feet

Show the date water was first diverted and beneficially used under this permit: X April 15, 1989

Measuring Device: Required? Yes X No
Installed? Yes X No

Fee enclosed \$ 50.00
(See License Examination Fee Schedule)

Flow Measurement Port: Required? Yes X No
Installed? Yes X No

Person to contact to accompany the Department representative during the field examination:

CAMERON DAGGETT - 208-788-4596
(Name) (Telephone Number)

CLOVERLY RANCH - HAILEY, IDAHO
(Address)

The above information is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the state of Idaho.

AUG 22 1989

May 2, 1989
Date

John S. Chapman
Signature of Permit Holder (and title, if appropriate)

Form 202
6/85

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT**

Ident. No. 37-08409

Department of Water Resources
Southern Region Office To

To appropriate the public waters of the State of Idaho

APPROVED

1. Name of applicant JOHN S. CHAPMAN Phone 343-6485
Post office address P.O. Box 2898, Boise, ID 83701

2. Source of water supply Groundwater which is a tributary of ~~Big Wood River~~ ^{XX}

3. Location of point of diversion is SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of _____ $\frac{1}{4}$, Govt. Lot _____
Sec. 33 Township 3N Range 18E B.M. Blaine County; additional
points of diversion if any: _____

- 4. Water will be used for the following purposes: -**

Amount 0.1 for CFS purposes from 1/1 to 12/31 (both dates inclusive)
(cfs ~~is one foot per annum~~)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated is (a) 0.1 CFS and/or (b) _____
cubic feet per second acre feet per annum

- 6. Proposed diverting works:**

- a. Description of ditches, flumes, pumps, headgates, etc. Well & Pump

- b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet; period of year when water will be diverted to storage: _____ to _____ inclusive.

- c. Proposed well diameter is 8 inches; proposed depth of well is 160 feet.

- d. Is ground water with a temperature of greater than 90°F being sought? No

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

AUG 22 1989

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. SE 1/4 of SW 1/4; Sec. 33, Township 3N,
Range 18E - Wholesale Plant Nursery
Landscaping Business

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. WHOLESALE PLANT NURSERY
LANDSCAPING BUSINESS

TWP	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
3N	18E	33											C	C					

Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. N/A

11. a. Who owns the property at the point of diversion? John S. Chapman

b. Who owns the land to be irrigated or place of use? John S. Chapman

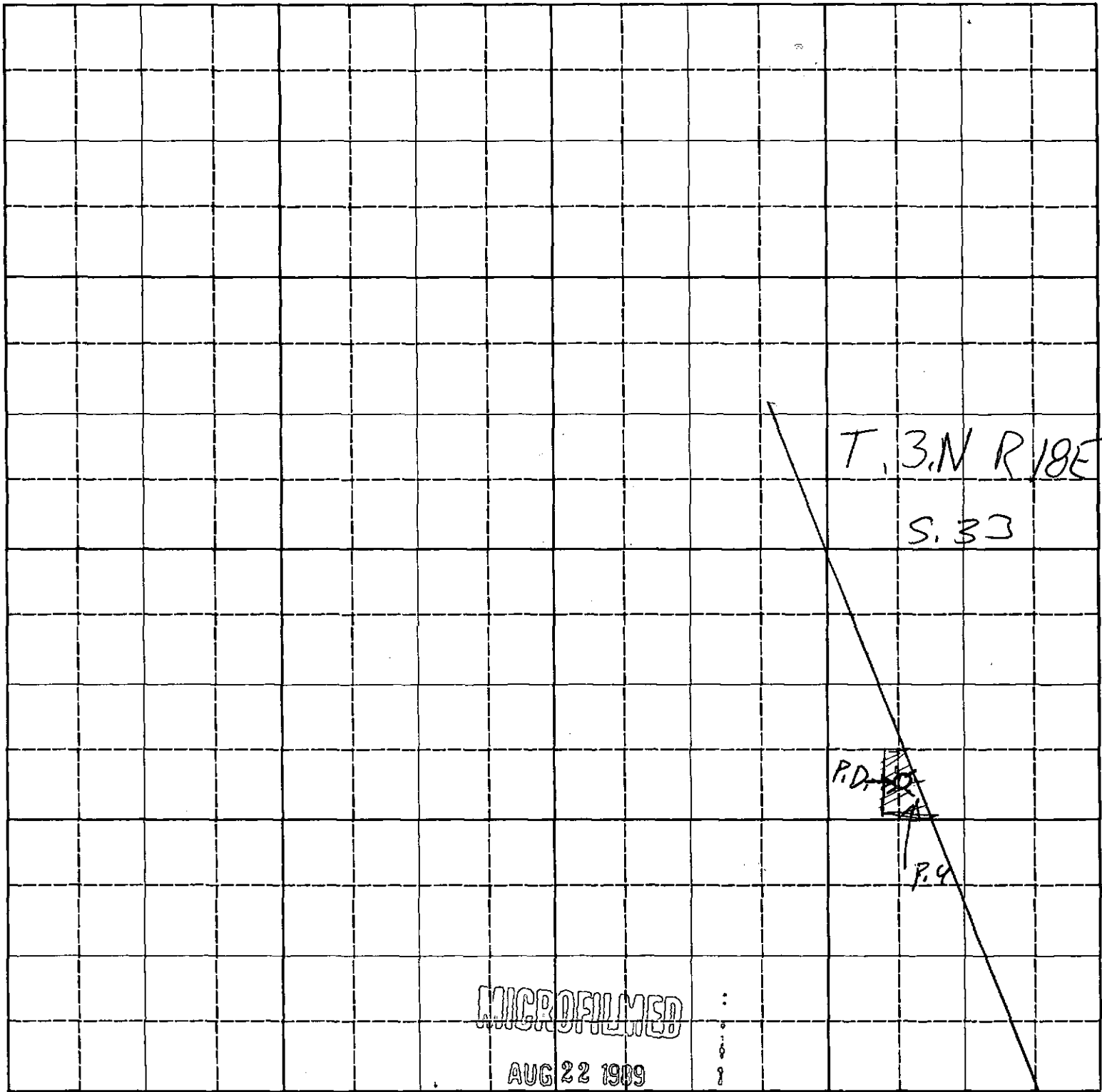
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. _____

12. Remarks: _____

FILED

AUG 22 1989

13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile.

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

John L. Chapman
(Applicant)

Proposed Priority 11/30/88

Received by T. Gasper Date 10/4/88 Time 1:40 Preliminary check by LG

Fee \$ 30.00 Received by M. Baldwin # 500 4077 Date 11/30/88

Publication prepared by M. Baldwin Date 1/12/89 Published in Wood River Journal

Publication approved T. Gasper Date 1/27/89

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 37-8409, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before May 1, 19 90.

c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

d. The water right acquired under this permit if for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

e. Other: Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

Witness my hand this 19th day of April, 1989.

J. Glen Saxton

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APR 26 1989

AFFIDAVIT of PUBLICATION

State of Idaho, }
County of Blaine } SS.

DANIEL J. GORHAM

being first duly sworn, deposes and says that he is the printer (publisher) of the Wood River Journal, a newspaper published every week in Hailey, County of Blaine, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the

annexed advertisement was published once each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first

publication of said advertisement was on the 18th day of Jan, 19 89, and

the date of the last publication was on the 25th day of Jan, 19 89.

Daniel J. Gorham

Subscribed and sworn to before me this 25th day of Jan, 19 89.
(SEAL)

Kalvita M. Kucher

NOTARY PUBLIC

WOOD RIVER JOURNAL
Hailey, Idaho

COST OF PUBLICATION

Number of Picas per Line 11
Number of Lines in Notice 36
Number of Insertions 2
Lines tabular at 36 5¢/Pica
Lines straight at 17.82 4¢/Pica
Subsequent lines at 13.86 3¢/Pica
TOTAL COST 31.68

COPY OF NOTICE

(Paste Here)

Not. of Application #37-08409
TITLE OF NOTICE *Chapman*

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

Dept. of Water Resources
BILL TO

Water right sought by Chapman

NOTICE OF APPLICATION FOR WATER RIGHT

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

37-08409

CHAPMAN, JOHN S.
P.O. BOX 2898
BOISE, ID 83701

Source: GROUNDWATER

Diversion Pt: SESW Sec 33 T 03N
R 18E

Use: COMMERCIAL (.100 CFS)

Date Filed: 10/04/1988

In: T03N R18E S33 SWSW SESW

The permit(s) will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec. 42-203A, Idaho Code, and/or the new public interest criteria of Sec. 42-203C, Idaho Code. Protests must be filed with the Director, Dept. of Water Resources, 2148 4th Avenue East, Twin Falls, Idaho 83301, on or before FEBRUARY 6, 1989.

R. Keith Higginson, Director

Publish: Wood River Journal-
January 18 & 25, 1989.

(Idaho Code, Rev. Statutes 1984)

7-8 pt. per line straight....4.5/pica
7-8 pt. per line tabular....5.5/pica
7-8 pt. per line successive insertion....3.5/pica

OK
TJ 11/27/89

AUG 22 1989

NO 6315
RECEIVED

JAN 26 1989

Department of Water Resources
Southern Region Office



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

July 18, 2003

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

SILVER SAGE OWNERS ASSN INC
PO BOX 4380
KETCHUM ID 83340

RE: Change of Ownership for Water Right 37-8409

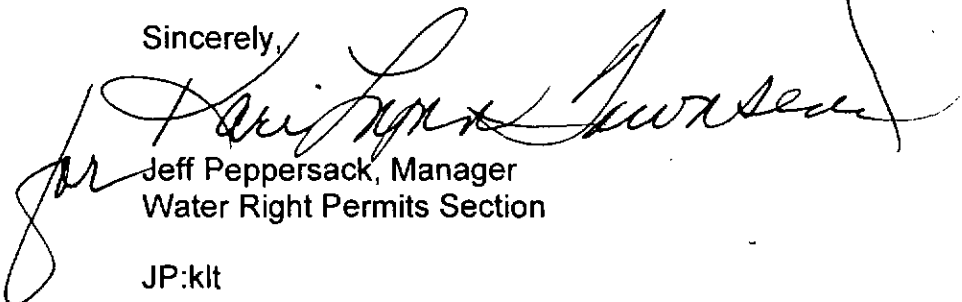
Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,



Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

cc: Jim Speck
Speck & Aanestad
PO Box 987
Ketchum, ID 83340

MICROFILMED
JUL 28 2003

SPECK & AANESTAD

A PROFESSIONAL CORPORATION
ATTORNEYS

120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340

JAMES P. SPECK
DOUGLAS J. AANESTAD
BENJAMIN W. WORST

RECEIVED

DEC 15 2000

Department of Water Resources

TELEPHONE
(208) 726-4421
FACSIMILE
(208) 726-0752

December 7, 2000

RECEIVED

DEC 08 2000

Department of Water Resources
Southern Region

Mr. Allen Merritt
Idaho Department of Water Resources
1341 Fillmore, Suite 200
Twin Falls ID 83301

RE: Silver Sage Owners Association, Inc. - Notices of Change in Water Right Ownership

Dear Allen:

Enclosed you will find two Notices of Change in Water Right Ownership for Silver Sage Owners Association, Inc. The first is for Water Right No. 37-08409 acquired directly from Silver Sage Ranch, LLC. There is no corresponding claim in the SRBA. Therefore, we have included a check payable to the Department for the \$25 filing fee.

The second Notice of Change in Water Right Ownership is for portions of three claims filed in the SRBA in the name of John s. Chapman. Included with that Notice are copies of deeds in the chain of title from Mr. Chapman to the Association.

Please call me right away if you have any questions about these Notices. If not, please have the enclosed copies receipt date stamped and return to me in the postage prepaid self addressed envelope I have included for that purpose.

Thank you.

Sincerely yours,

SPECK & AANESTAD
A Professional Corporation

By: 
James P. Speck

MICROFILMED

JUL 28 2003

JPS:rsd
enclosures
cc: Client, w/encl.

Confirmation copies mailed
12/8/00 y



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

July 18, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

SILVER SAGE RANCH LLC
C/O JAMES P SPECK
SPECK & AANESTAD
PO BOX 987
KETCHUM ID 83340

RE: Water Right 37-08409 (Transfer 5612)

Dear Water Right Holder(s):

Enclosed is the copy of your approved Transfer of Water Right for the above referenced water right (Transfer 5612). Please be sure to thoroughly read the Conditions and Remarks listed on the transfer. Also, please be advised that the accompanying transfer approval should be considered and treated as a **preliminary order** of the department issued pursuant to section 67-5243, Idaho Code. Enclosed are instructions for responding to **Preliminary Orders** if you are in disagreement with the approved transfer.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact the department if you have questions.

Sincerely,

for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

MICROFILMED
NOV 09 2000

CERTIFICATE OF MAILING

I hereby certify that on the 18th day of July, 2000 I mailed a true and correct copy, postage prepaid, of the foregoing **TRANSFER APPROVAL** to the person(s) listed below:

RE: WATER RIGHT 37-08409 (Transfer 5612)

**SILVER SAGE RANCH LLC
C/O JAMES P SPECK
SPECK & AANESTAD
PO BOX 987
KETCHUM ID 83340**


Kari Lynn Townsend
Secretary

MICROFILMED

NOV 09 2000

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

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

PETITION FOR RECONSIDERATION

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

EXCEPTIONS AND BRIEFS

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

REQUEST FOR HEARING

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

ORAL ARGUMENT

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

CERTIFICATE OF SERVICE

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

FINAL ORDER

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

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

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

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

APPEAL OF FINAL ORDER TO DISTRICT COURT

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

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

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

TRANSFER REVIEW SHEET

(10-99)

Transfer # 5612

Date Reviewed 6-14-2000

Right(s) 37-08409

☒ WRQ/Split Summary NA SRBA Status Run POU Comparison Report

B:Change P/D C:Add P/D

D:Change P/U

☒ E:Change Nature of Use

F:Change Period of Use

G:Other

H:Change P/D & Add P/D

I:Change P/D & P/U

J:Add P/D & Change P/U

Proof of Ownership Per documentation + region review

Transfer ☒ All of Right Portion of Right

Resulting Split(s) NONE

Check Transfer Against Recorded Right:

Standard Season 4-15 to 10-31

Standard Volume 3.5 / 2.5

(1) ☒ Priority (2) Use (3) Season/W61 (4) Rate (5) Volume

(6) ☒ Source (7) P/D (8) P/U (9) ☒ Proof/Owner (10) ☒ Map

(11) NA Water District (12) NO Pertinent Conditions (13) NO Expansion w/limits

(2) Commercial Use in Nursery to IRR use. 1.6af/3.5 = 1.7 acres IRR

(3) Limited to IRR standard season 4-15 to 10-31

(4) < 5 Acres - Allow .03 cfs/acre .03 x 1.7 = 0.05 cfs

(5) Limited to licensed Vol. of 6.0 cfs div vol. C.V. Vol same.

(7) Existing or new well to be drilled - One well.

(8) Create 15.8 acre P/U - Limited to 1.7 acre IRR

Transfer Remarks PP/U W50

Conditions 046, R67, DIM, T07, T08

Per ADM memo + LGS.

Database/Processing Notes

Standard ☒ Non-Standard

"T" Files Update Complete ☒ Approval Form ☒ Transfer Memo

Database Updated Following Approval ☒ Memo/Form Files Deleted ☒

07-17-2000
28

IDWR TRANSFER ANALYSIS SHEET

APPLICANT Silver Sage Ranch LLC TRANSFER NO. 5612

1. Right number(s) 37-08409

2. Type of right ☐ Decree ☒ License ☐ Statutory Claim
☐ SRBA Beneficial Use Claim

3. Purpose of transfer ☐ Change P/D ☐ Add P/D ☒ Change P/U
☒ Change N/U ☐ Change Source ☐ Split Right
☒ Other: CHANGE PERIOD OF USE, CREATE PPU.

4. Check Existing Right: ☒ Source ☒ Priority ☒ Amount ☒ Purpose
☒ Period ☒ SRBA Claim NONE, POST SRBA
☒ Description of original point(s) of diversion
☒ Description of original place of use
☒ Overlapping rights on original place of use

Comments: BASE RIGHT FOR TRANSFER WAS DEVELOPED
AFTER 1987 SO THERE IS NO ASSOCIATED SRBA CLAIM. BASE
RIGHT IS FOR COMMERCIAL USE FOR A NURSERY AND IS
THE ONLY RIGHT ASSOCIATED WITH THIS POINT OF DIVERSION
AND USE.

5. Check Proposed Right for amount of land &/or water transferred:

☐ Also see attached memo for more analysis information

- a. ☒ All of right
- b. ☐ Part of right (NOTE! Part B should be filled in only if part of right is owned by the applicant)
- c. ☒ Description of point(s) of diversion POB IS IN SESEWY4 SECTION 33
- d. ☒ Description of place of use LOT 2, BLOCK 1 CHAPMAN'S EAST CLOVERLY RANCH.
- e. ☒ Map showing P/D & P/U after transfer
- f. ☒ Correct notarized signature and \$100 fee
- g. ☒ Proof of ownership of right &/or land from which water is transferred VERIFIED SILVER SAGE RANCH IS THE OWNER OF THE PROPERTY VIA TELECOM WITH BLAINE COUNTY ASSESSOR'S OFFICE 12/13/1999
- h. ☒ Expansion in use of right - Comments: D.V.

NOTE: ORIGINAL RIGHT LICENSED FOR 6.0 AFA COMMERCIAL
USE. $6.0 \div 3.5 \Rightarrow 1.7$ acres NOT 2.0 acres

i. X Existing rights from same source, on land water is being transferred to; right number(s): A37-00521 L, A37-00522 J
PAST USE?
A37-00523 G, A37-00833 S, A37-00899 A, 37-02507 A

j. X SRBA claim(s) - Comments (NOTE: Approved transfer amends SRBA claim; differences between existing water right and SRBA claim? any ownership or other outstanding issues? Explain) NO ASSOCIATED SRBA CLAIM SINCE
RIGHT INVOLVED WITH TRANSFER WAS DEVELOPED AFTER 1987

k. X Comment letters _____ Yes X No _____
 If yes _____ Water District # _____
 _____ Lienholder, others, see #2
 _____ below for name and address

INITIAL ALLOCATION REVIEW BY A. SKINNER DATE 12/15/99
 SRBA SUPERVISOR REVIEW BY _____ DATE _____
 PUBLICATION REVIEW BY _____ DATE _____

1. Legal Notice electronically sent to DWRO3::VAULT _____ Yes
 2. COMMENT LETTERS Copy of Pg 1 to AJ _____ Yes

Watermaster recommendation requested on _____, Received on _____

Other comments letters - send to the following name(s) & address(es):

3. Transfer published correctly? ✓ Yes _____ No
 4. Affidavit of publication received? ✓ Yes _____ No
 5. Protests received? _____ Yes ✓ No; Acknowledgement sent? _____ Yes
 6. Copies made for Region file (see attached supplemental page)? _____ Yes

RECOMMENDED ACTION

1. ✓ Approve
 2. _____ Deny due to _____

3. Conditions (special conditions in Water Districts) _____

✓ Also see attached memo for recommendation dated: 2/23/00

4. By AA Date 2/23/00

MEMO

FROM: Allen Merritt 

DATE: February 28, 2000

TO: Transfer File No. 5612
Water Right(s): 37-08409

RECEIVED

RECEIVED

MAR 15 2000

MAR 15 2000

In the Name of: Silver Sage Ranch, LLC

Department of Water Resources

Department of Water Resources

SUBJECT: Review and Recommendation

The transfer proposes to convert a commercial use to an irrigation use. The subject water right is for commercial use at a landscape nursery where most of the water was used for irrigation. The right was field examined in 1997 with license issued in 1998. Forfeiture or expansion does not appear to be an issue. Power records were not requested since the records would include other nursery use making analysis difficult. I agree with Skinner's 12/15/99 memo in that proposed acres should be limited to 1.7 acres. The rate should be limited to 0.03 cfs/acre as the justified amount.

GIS has not been done for this transfer.

Recommendation

I recommend that the transfer be approved subject to the following conditions:

- The irrigation use is limited to 0.05 cfs for irrigation of no more than 1.7 acres within a 15.8 acre PPU and the use is limited to 6.0 afa.
- The transfer authorized the replacement of a new well subject to drilling permit requirements which will require abandonment of old well or authorize continued use of original well.
- A measuring device must be installed on the well used and if requested by the department the use reported to the department. The well and use in subject to inspection by IDWR.

MICROFILMED

NOV 09 2000

✓ # 5612

WATER RIGHT NO. *S'1-08409*

[illegible]

THE BLAINE COUNTY BOARD OF COMMISSIONERS
206 FIRST AVENUE SOUTH, SUITE 300
HAILEY, IDAHO 83333
(208) 788-5500 • FAX (208) 788-5576

Mary Ann Mix, Chairman • Leonard Harlig, Commissioner • Dennis Wright, Commissioner

December 31, 1999

RECEIVED
JAN 07 2000
Department of Water Resources
Southern Region

Mr. Allen Merritt
Department of Water Resources, Southern Region
1341 Fillmore St. Suite 200
Twin Falls, ID 83301

RE: BLAINE COUNTY COMMENTS ON PROPOSED TRANSFERS #5610 and #5612

Dear Allen,

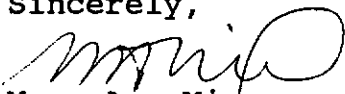
We would like to offer the following comments on the above referenced applications by Sage Springs Homeowners Assn. and Silver Sage Ranch LLC:

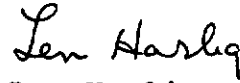
#5610: As we understand the application, the request is for an additional well that will provide water exclusively for fire protection flow through an existing pipe system, as requested by the local rural fire district. Provided the well is only for this purpose and that it is monitored to ensure that the additional water is not being used for irrigation or aesthetic purposes, we have no objection to the application.

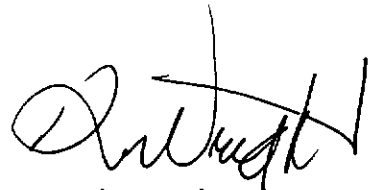
#5612: As we understand the application, the request is to stop using the water for a commercial nursery and to use the same amount of water for irrigation of the subdivided lots. Provided that the water use is metered and monitored to ensure that no expansion of use beyond what is already being used takes place, we have no objection to the application.

Thank you for this opportunity to comment.

Sincerely,


Mary Ann Mix


Len Harlig


Dennis Wright

cc: Linda Haavik

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NOV 09 2000

AFFIDAVIT of PUBLICATION

RECEIVED

JAN 03 2000

Department of Water Resources
Southern Region

State of Idaho, } ss.
County of Blaine

On this 30th day of December in the year 1999, before me a Notary Public of said State, personally appeared _____, known or identified to me to be the person whose name is subscribed to be the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same. As the publisher of the Wood River Journal, he/she attests that said newspaper has been continuously and and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication of said advertisement was on the 22nd day of December 1999 and the date of the last publication was on the 29th day of December 1999

[Signature]
Subscribed and sworn to before me this 30th day of December 1999
[Signature]
NOTARY PUBLIC
STATE OF IDAHO

MICROFILMED

NOV 09 2000 WOOD RIVER JOURNAL
Hailey, Idaho

COST OF PUBLICATION

Number of Picas per Line _____ 11.5
Number of Lines in Notice 39
Number of Insertions 2

Lines tabular at _____ 7¢ / Pica
39 Lines straight at 27.51 6¢ / Pica
39 Subsequent lines at 22.92 5¢ / Pica
TOTAL COST 55.43

COPY OF NOTICE (Paste Here)

Proposed change of water Rights
TITLE OF NOTICE

PLAINTIFF ATTORNEY

DEFENDANT

208-736-3033

PLAINTIFF

Dept. of water resources

BILL TO

1341 Fillmore st. ste 200
Twin Falls, Id.
83301

Proposed change of water rights

NOTICE OF PROPOSED CHANGE OF WATER RIGHTS

Notice is hereby given that an application has been filed by Silver Sage Ranch, LLC, c/o James P. Speck, Esq., P.O. Box 987, Ketchum, Idaho 83340, with the Department of Water Resources, for changes to a water right.

Right No. 37-08409 (0.10 cfs) is recorded with priority date of 11/30/1988 from groundwater within SESW for commercial landscape nursery use within S1/2SW. Transfer No. 5612 proposes to convert use to irrigation of 2.0 acres within a 15.8-acre permissible place of use within SW by diverting either from existing well or new well to be drilled within SESW, all S33, T03N, R18E, Blaine County. New proposed place of use is also known as Lot 2, Block 1, of Chapman's East Cloverly Ranch.

Any protest against the proposed changes must be filed with the Department of Water Resources, Southern Region, 1341 Fillmore St., Suite #200, Twin Falls, Idaho 83301, together with a protest fee of \$25.00 on or before January 12, 2000, to be considered by the Department in its decision to grant or deny any part of the proposed change. The protestant must also send a copy of the protest to the applicant.

Karl J. Dreher, Director

Publish: Wood River Journal - December 22 & 29, 1999.

Publication Rates

As of 1997

(Idaho code,

Rev. Statutes 1984)

7-8 pt./line straight: .06 / pica

7-8 pt./line tabular: .07 / pica

7-8 pt./line successive

insertion: .05 / pica

11573

RECEIVED

DEC 22 1999

Department of Water Resources
Boise, Idaho

APPLICATION FOR TRANSFER
NO. 5612

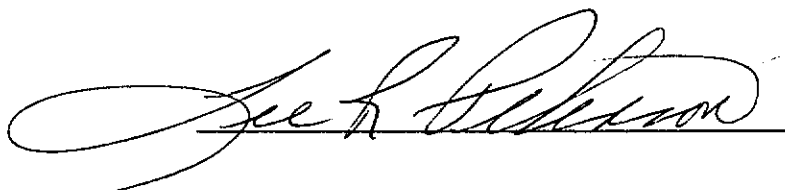
RECOMMENDATION OF WATERMASTER

I, Lee R. Peterson, watermaster of Big Wood River,
of Water District No 37, County of Blaine, State of Idaho,
whose address is P O Box T, Shoshone, Idaho 83352,
have read the attached copy of the application for transfer in the name of
Silver Sage Ranch LLC, and to the best of my knowledge believe the
application to be true.

A. I hereby endorse the above numbered Application for Transfer and recommend
that the director of the Department of Water Resources approve the transfer
subject to the following conditions: _____.

B. I do not endorse approval of the above numbered Application for Transfer as re-
as requested for the following reasons: As per IDWR staff review all water rights
pertaining to property be thoroughly examined prior to approval. Clarification should
be made on use of existing well or drilling a new well. If a new well is needed then
existing well should be filled with gravel and cobble stone and sealed so two wells will
not be used violating water rights and Idaho law.

Dated at Shoshone, Idaho, this 20th, day of December, 1999.



Please use reverse side if needed.

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NOV 09 2000



RECEIVED
MAY 25 1999
SPECK & AANESTAD

Sockeye Square
333 S. Main St., Ste. 211
P.O. Box 4380
Ketchum, Idaho 83340
(208) 726-6560
FAX (208) 726-6569

August 24, 1998

Mr. Calvin E. Kidney
Property Officer
First Security Bank N.A.
Private Client Group
119 N. 9th Street, 6th Floor
Boise, ID 83702

Re: Real Estate Purchase and Sale Agreement for Lot 2, Chapman's East Cloverly Ranch.

Dear Cal:

Please be advised that the abovementioned Purchase and Sale agreement has been assigned from GRK LLC to Silver Sage Ranch LLC, an Idaho Limited Liability Company and assumed by Silver Sage Ranch LLC.

Pursuant to the Inspection section of the abovementioned Purchase and Sale Agreement, the Buyer, Silver Sage Ranch LLC, hereby notifies you of its satisfaction of the Inspection contingency. Pursuant to this satisfaction I will instruct Sawtooth Title Company to release \$5,000.00 of the earnest money deposited with them to the Seller.

With regard to the water rights that run with the land, among the materials provided to my attorneys on the water rights is a copy of the Warranty Deed for the sale to Rinker in 1990. The Deed includes a specific reservation of 13 inches of Water Right No. 37-02507 to irrigate 15.9 acres just west of the railroad right of way, which must be Lot 2, Chapman's East Cloverly Ranch. Mr. Chapman's attorney, Tom Miller, did not know what became of this right after the sale to Rinker. Where has it been used since 1990? My attorneys think it should be appurtenant to Lot 2 and should be acquired with the property. Please let me know.

Please acknowledge your receipt of this letter by signing and dating below and faxing back to me at (208) 726-6569.

Application for Transfer of Water Right Silver Sage Ranch, LLC
Attachment No. 1

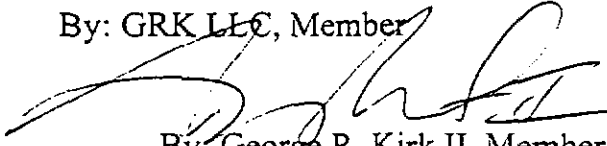
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NOV 09 2000

T# 5612

Sincerely,

SILVER SAGE RANCH LLC

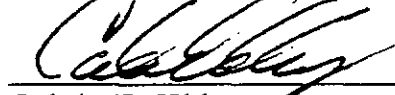
By: GRK LLC, Member



By: George R. Kirk II, Member

RECEIVED:

First Security Bank, Trust Real Estate



Calvin E. Kidney

August 24, 1998

MICROFILMED
NOV 09 2000



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

December 16, 1999

KARL J. DREHER
DIRECTOR

ATTN LEGALS DEPT
WOOD RIVER JOURNAL
PO BOX 988
HAILEY ID 83333

Ladies and Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper.

We have inserted the required publication dates. If you cannot publish the notice on the proposed dates, please contact us immediately.

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Very truly yours,

Mary Baldwin
Administrative Assistant

Enclosure

MICROFILMED

NOV 09 2000

NOTICE OF PROPOSED CHANGE OF WATER RIGHTS

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Right No. 37-08409 (0.10 cfs) is recorded with priority date of 11/30/1988 from groundwater within SESW for commercial landscape nursery use within S $\frac{1}{4}$ SW. **Transfer No. 5612** proposes to convert use to irrigation of 2.0 acres within a 15.8 acre permissible place of use within SW by diverting either from existing well or new well to be drilled within SESW, all S33, T03N, R18E; Blaine County. New proposed place of use is also known as Lot 2, Block 1, of Chapman's East Cloverly Ranch.

Any protest against the proposed changes must be filed with the Department of Water Resources, Southern Region, 1341 Fillmore St., Suite #200; Twin Falls ID 83301 together with a protest fee of \$25.00 on or before January 12, 2000 to be considered by the Department in its decision to grant or deny any part of the proposed change. The protestant must also send a copy of the protest to the applicant.

Karl J. Dreher, Director

Published in the Wood River Journal on 12/22 & 12/29/99.

MICROFILMED

NOV 09 2000

ok
AD-



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

December 16, 1999

LEE PETERSON WATERMASTER
WATER DISTRICT #37
PO BOX T
SHOSHONE ID 83352

Re: Application for Transfer of Water Right Nos. 37-08409 (T# 5612, Silver Sage Ranch, LLC)

Dear Mr. Peterson:

Enclosed is a copy of an Application for Transfer of a Water Right within your District, and Watermaster's Recommendation Form(s).

Section 42-222 of the IDAHO CODE requires that the watermaster must be advised of proposed changes in water rights in the water district and must notify the Department of his recommendation on the application.

Please complete the enclosed recommendation form(s) and return to this office.

Regional review of an unprotested application can be completed as soon as the final protest period is past; therefore, your prompt response to this request is appreciated.

If you have any questions about an application, please contact this office or the applicant.

Very truly yours,

Mary A. Baldwin
Administrative Assistant

Enclosures

MICROFILMED

NOV 09 2000

MEMORANDUM

TO: Transfer #5612 File

FROM: Corey Skinner *CS*

DATE: December 15, 1999

SUBJECT: Staff Review

The enclosed transfer application (#5612) was filed in the name of Silver Sage Ranch, LLC by Jim Speck. The transfer proposes changing an existing license, 37-08409, from commercial to irrigation use. The proposed irrigation use will be within a 15.8 acre permissible place of use that consists of Lot 2, Block 1, of Chapman's East Cloverly Ranch. The point of diversion will consist of either the existing well licensed under 37-08409, or a new well to be drilled (only one point of diversion is proposed). There are a couple of issues with the transfer application that probably need some further discussion.

The commercial use to irrigation use conversion probably needs some further discussion. Water right 37-08409 was licensed for the diversion of 0.10 cfs and 6.0 AFA of groundwater for commercial use, in a nursery. When the transfer application was originally submitted, Mr. Speck had proposed irrigating 2.0 acres. However, the Department's field head gate requirement for the area is 3.5 acre-feet per acre per year. Therefore the licensed diversion volume of 6.0 AFA would be equivalent to the irrigation of 1.7 acres (6.0 divided by 3.5). I explained this to Mr. Speck in a 06/24/1999 letter and in a couple of telephone conversations, and gave Mr. Speck the option of changing the application to reflect 1.7 acres instead of 2.0 acres. He said that he wanted to try for the 2.0 acres.

Another issue relates to the overlapping water rights within the proposed place of use, namely Lot 2, Block 1, of Chapman's East Cloverly Ranch. Examination of the Department's records indicates that Big Wood River water rights may be associated with the property. These Big Wood River rights are represented by parts of Snake River Basin Adjudication claims A37-00521L, A37-00522J, A37-00523G, A37-00833S, and A37-00899A. Note that preliminary recommendations for disallowal of claims A37-00833S and A37-00899A have been made (see associated "R" records). In addition, a portion of groundwater right 37-02507A may also be associated with the property.

These possible overlaps with the place of use proposed by Transfer #5612 may possibly affect the approval conditions if the transfer is approved. However, the right associated with the transfer was developed and licensed as a separate independent right, with no other water rights associated with the use. In addition, the past use of the possible overlapping water rights is quite questionable. Examination of NAPP photos

MICROFILMED

NOV 09 2000

T#5612

Page 2
Transfer #5612 Memo
December 15, 1999

indicate that the property may not have been irrigated at the time the photos were taken. Sometime during the years from 1990 to 1992, the owner, Harry Rinker, of the adjoining property to the north obliterated the ditch that was capable of conveying water from the well that serves as the point of diversion for right 37-02507A and any of the surface water that could have been delivered through the Osborne Canal. However, it may be possible to deliver the surface rights to the property via the Hiawatha Canal, but previous visits to the property indicated that the recent irrigation of the property is questionable.

The enclosed transfer application, #5612, should be somewhat straightforward. The main issues relate to the commercial to irrigation conversion, and the number of acres that could be authorized to be irrigated, and the possible overlapping water rights within the proposed place of use.

MICROFILMED
NOV 09 2000

SPECK & AANESTAD
A PROFESSIONAL CORPORATION
ATTORNEYS

JAMES P. SPECK
DOUGLAS J. AANESTAD
BENJAMIN W. WORST

120 EAST AVENUE
P. O. BOX 987
KETCHUM, IDAHO 83340

TELEPHONE
(208)726-4421
FACSIMILE
(208)726-0752

June 29, 1999

VIA FACSIMILE - (208) 736-3037
ORIGINAL WILL NOT FOLLOW

Mr. Cory Skinner
Idaho Department of Water Resources
1341 Fillmore Street
Suite 200
Twin Falls, ID 83301

Re: Silver Sage Ranch, LLC Transfer Application

Dear Cory:

Enclosed is a copy of Schedule A from a commitment for title insurance obtained by my client, Silver Sage Ranch, LLC, for Lot 2, Block 1, Chapman's East Cloverly Ranch. As we discussed, the owner of the property is First Security Bank as trustee under the described trust instrument. I understand this complete the information the Department requires for proof of ownership on this Application. Please call right away if you need further information.

Sincerely yours,

SPECK & AANESTAD
A Professional Corporation



James P. Speck

JPS/j
(w/ enclosure)
cc: client

PER 12/13/99 TELECOM WITH BLAINE COUNTY
ASSESSOR'S OFFICE, LOT 2 BLOCK 1 OF CHAPMAN'S
EAST CLOVERLY RANCH IS OWNED BY SILVER
SAGE RANCH, LLC

NOV 09 2000

SKINNER

T#5612

JUN-29-99 TUE 15:36

SPECK & AANESTAD

FAX NO. 2087260752

P. 03/03

JUN-29-99 TUE 11:32 AM R. W. NPT

FAX NO. 2087261789

P. 1

6-0752

SCHEDULE A

1. Issued in Lieu of commitment dated June 22, 1998, at 8:00 a.m.
Commitment Date: August 19, 1998 at 8:00 a.m.
Order No. 24438

2. Policy or Policies to be issued: Policy Amount Premium

(X) Standard Owners Policy \$750,000.00 \$2,167.50
Form 1402.92 (10/17/92)
Proposed Insured:

SILVER SAGE RANCH, LLC, an Idaho limited liability company

0 Loan Policy
Form 1056.92 (10/17/92)
Proposed Insured:

0 Endorsements

3. Fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

FIRST SECURITY BANK OF IDAHO, N.A. AS TRUSTEE OF THE JOHN S. CHAPMAN
CHARITABLE REMAINDER UNITRUST DATED DECEMBER 21, 1995

4. The land referred to in this Commitment is described as follows:

Lot 2 in Block 1 of CHAPMAN'S EAST CLOVERLY RANCH, according to the official plat
thereof, recorded as Instrument No. 318754, records of Blaine County, Idaho.

*****NOTE FOR INFORMATION:**

Our sources indicate a street address for this property as:
129 Buttermilk Road, Blaine County, ID 83333.

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NOV 09 2000

TRANSMITTAL COVER SHEET

TO: JIM SPECK

fax # 726-0752

TOTAL PAGES SENT: 2
(including cover sheet)

DOCUMENT DESCRIPTION: FIRST PAGE OF TRANSFER #5612

REFLECTING CHANGES MADE PER OUR 12/14/1999

TELEPHONE CONVERSATION.

FROM:

IDAHO DEPARTMENT OF WATER RESOURCES

1341 FILLMORE ST, STE 200

TWIN FALLS ID 83301-3380

PHONE: 736-3033

FAX: 736-3037

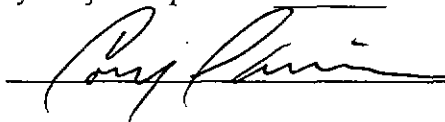
CHARGES: One (1) free copy
per request, cover sheet not
counted. Two (2) or more
copies per request will cost
\$0.25 per page. (\$0.50
minimum)

Please consider this document as a billing statement.

The charge for your fax copies is:

Please remit to the above address.

SENDER:



COMMENTS:

MICROFILMED

NOV 09 2000

TRANSMISSION VERIFICATION REPORT

TIME : 12/15/1999 12:37
NAME : IDWR SOUTHERN REGION
FAX : 2087363037
TEL : 2087363033

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

12/15 12:36
912087260752-244305
00:00:44
02
OK
STANDARD
ECM

MICROFILMED
NOV 09 2000



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

June 24, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

James P. Speck
120 East Avenue
P.O. Box 987
Ketchum, ID 83340

Dear Mr. Speck:

This office acknowledges receiving a transfer application in the name of Silver Sage Ranch, LLC involving water right license 37-08409. I have enclosed the copy of the application per your request, along with receipt #SO22296. Examination of the transfer application revealed several items that need further clarification before processing of the application can continue. These items are outlined as follows:

The first item relates to the proof of ownership of the water right, 37-08409, involved with the application. Department records indicate that water right 37-08409 was recently licensed in the name of John S. Chapman. In addition, Blaine County Assessor records indicate that John S. Chapman is the current owner of Lot 2 of Chapman's East Cloverly Ranch, which appears to be the property involved with the application. Please note that the applicant must provide proof of ownership of the water right, or the land covered by the water right, involved with the transfer application. If the water right is appurtenant to land owned by another party, the applicant must obtain a notarized statement from the owner of the land authorizing the proposed transfer.

The second item relates to the conversion from commercial use to irrigation use proposed by the transfer application. Water right 37-08409 was licensed for a diversion rate of 0.10 cfs and an annual diversion volume of 6.0 acre-feet. The Department's standard allowable irrigation diversion volume for the Hailey area is 3.5 acre-feet per year per acre. Therefore, 6.0 acre-feet of volume

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NOV 09 2000

T# 5612

would correspond to approximately 1.7 acres of irrigation (6 acre-feet divided by 3.5 acre feet per acre). The application proposes irrigating 2.0 acres of ground under water right 37-08409. Two acres of irrigation would correspond to an annual diversion volume of 7.0 acre-feet which would be an increase of the licensed diversion volume of 6.0 acre-feet. This increase in diversion volume does not agree with the criteria the Department has to consider when approving a transfer application.

Another item of concern relates to the discrepancy between the proposed place of use as described on part 1 of the application and the map that was included with the application. Part 1 of the application indicates that the two acres of irrigation are to be located within the SESW $\frac{1}{4}$ of Section 33 (T03N, R18E). However, the map that was included with the application indicates an area that looks like all of Lot 2, of Chapman's East Cloverly Ranch. This indicated area on the map is approximately 15 acres in size and falls within the NWSW $\frac{1}{4}$, SWSW $\frac{1}{4}$, and the SESW $\frac{1}{4}$ of Section 33. The commercial use currently licensed under 37-08409 is located within the SWSW $\frac{1}{4}$ and the SESW $\frac{1}{4}$ of Section 33. The remarks section of the application indicates that the irrigation use will be residential landscaping on lots and common areas within the proposed Silver Sage Subdivision, and refers to a copy of a subdivision plat. However, a copy of this plat was not included with the application. If 2.0, or 1.7, acres are proposed to be irrigated, then a map must be included with the application specifically identifying exactly what acres are to be irrigated. If two acres are proposed to be irrigated, then only two acres can be indicated on the map.

An additional item of concern relates to the presence of surface water rights on Lot 2 of Chapman's East Cloverly Ranch. Examination of the Department's records indicate that portions of decreed water rights 37-00521, 37-00522, 37-00523, and 37-00833, and 37-00899 have been claimed on this property. The licensing exam for 37-08409 indicates that surface water was not used in connection with 37-08409. However, exactly where the irrigation proposed by the application is to occur will determine if there is a potential groundwater and surface water overlap. This may influence the conditions that are implemented if the transfer application is approved. Further clarification regarding the possible surface water and groundwater overlap is needed.

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NOV 09 2000

June 24, 1999
PAGE 3

In summary, there are several issues that need to be addressed before further action can be taken regarding the transfer application. I encourage you, to address these items in a timely manner so processing of the transfer application is not further delayed.

If you have any questions, or need any further assistance, feel free to contact me at your convenience.

Sincerely,

A handwritten signature in cursive script, appearing to read "Corey Skinner".

Corey Skinner, EIT
Dam Safety Section

Enclosures

MICROFILMED
NOV 09 2000

SPECK & AANESTAD

A PROFESSIONAL CORPORATION
ATTORNEYS

120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340

JAMES P. SPECK
DOUGLAS J. AANESTAD
BENJAMIN W. WORST

TELEPHONE
(208) 726-4421
FACSIMILE
(208) 726-0752

June 21, 1999

Mr. Allen Merritt
Idaho Department of Water Resources
1341 Fillmore, Suite 200
Twin Falls ID 83301

RECEIVED

JUN 22 1999

Department of Water Resources
Southern Region

**Re: Silver Sage Ranch, LLC
Application for Transfer of Water Right
Water Right No. 37-08409**

Dear Allen:

Enclosed you will find the original and a copy of an Application for Transfer of Water Right by Silver Sage Ranch, LLC to change the point of diversion, nature of use and period of use of Water Right No. 37-08409, together with my firm's check for the filing fee of \$100. Although the amount of the Water Right (0.10 cfs) would seem to support more irrigated acres, we have limited the change to the irrigation of two acres based upon the 6.0 acre feet per annum annual volume limitation of the existing water right. Please place the Department's date receipt stamp on the copy and return it to me in the stamped and addressed envelope I have included for that purpose. Kindly advise me when the Application will be advertised.

If you have any questions about the Application, please call me right away. Thank you.

Sincerely yours,

SPECK & AANESTAD
A Professional Corporation

By: _____

James P. Speck

JPS:jal
Enclosures
cc: Client (w/encl.)

MICROFILMED
NOV 09 2000

T # 5612



IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION
1341 FILLMORE ST STE 200
TWIN FALLS ID 83301-3380
(208) 736-3033

PHILIP E BATT
GOVERNOR

KARL J DREHER
DIRECTOR

RECEIVED

JUN 19 1998

CHANGE IN ADDRESS

Department of Water Resources

☐ Water Right Number(s): A37-04106 - A37-11999 - A37-02507B

A37-02640B - A37-00522J - A37-0525G

A37-008335^R A37-00899A^R A37-12001

A37-00521L + 37-08409

☐ Old Mailing Address:

P.O. Box 744

Sun Valley, Idaho 83353

☐ New Mailing Address:

P.O. Box 3950

WL 2 database updated
6.23.98
Ket

Hailey, Idaho 83333

☐ New Telephone Number: () -

☐ Signature of Claimant(s):

Joe L. Chapman

Date:

4/6/98

FOR IDWR USE ONLY

Initial Review and Data Entry

Date: By:

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data Entry

Date: By:

RECEIVED

APR 07 1998

Department of Water Resource
Southern Region

MICROFILMED

NOV 09 2000

MEMORANDUM

DATE: April 27, 1998

TO: Water right file 37-08409

FROM: Shelley W. Keen *svk*

RE: Petition for reconsideration of license

The department has not acted on the petition for reconsideration submitted by Tom Miller within 21 days and, therefore, it is denied by operation of law pursuant to Rule 730.02.a. of IDWR's rules of procedure.

MICROFILMED
MAY 08 1998

MEMORANDUM

DATE: April 3, 1998

TO: Water Right File 37-08409

FROM: Shelley W. Keen *SWK*

RE: Petition for Reconsideration

This morning I spoke with attorney Tom Miller about the petition for reconsideration he submitted regarding water right license 37-08409. Mr. Miller told me that the lease agreement between the property owner and the operator of the landscape nursery business has expired and the owner is interested in using his land for other purposes. Mr. Miller wanted to discuss whether the remark stating that commercial use is for a landscape nursery is restrictive or merely descriptive.

I told Mr. Miller that the remark about the landscape nursery is intended to further interpret the nature of the commercial use for anyone wanting to get some idea of how consumptive the use is. I also told him that it is not entirely clear to me whether IDWR would require a transfer to change the nature of use to some other kind of commercial use. (I later talked to Glen Saxton about this question, and he said that in his opinion as long as the new use is clearly a commercial use and does not increase the rate, volume, or consumption, a transfer should not be required.)

Mr. Miller and I agreed to talk about this matter again in a few days after he has discussed it with his client. I reminded him that IDWR has 21 days to dispose of the petition for reconsideration.

HAWLEY TROXELL ENNIS & HAWLEY LLP
Attorneys and Counselors

First Interstate Center
877 Main Street, Suite 1000
Boise, Idaho 83702

Telephone: (208) 344-6000
FAX: (208) 342-3829
Internet: LCM@HTEH.COM

FAX COVER SHEET

April 2, 1998

TO: Shelley W. Keen, Water Rights Supervisor
Department of Water Resources
1301 North Orchard Street
Boise, Idaho 83720-0098
FAX number: (208) 327-7866

FROM: Thomas A. Miller
HAWLEY TROXELL ENNIS & HAWLEY LLP
HTEH File No. 3985-1

RE: PETITION FOR RECONSIDERATION

PAGES: Number of pages, including this cover sheet:

CALL BACK: If the transmission to you was incomplete or not legible, please call the individual above listed at (208) 344-6000 or call the FAX operator at (208) 344-6000, ext. 02.

ADDITIONAL MESSAGE: Enclosed letter/Petition for Reconsideration--Water Right License No. 37-08409.



Confidentiality Notice: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the US Postal Service. Thank you.

MICROFILMED
MAY 08 1998

HAWLEY TROXELL ENNIS & HAWLEY LLP

A LIMITED LIABILITY PARTNERSHIP OF ATTORNEYS AND COUNSELORS

THOMAS A. MILLER
(208) 388-4811

Email: TAM@HTEH.COM

877 MAIN STREET, SUITE 1000
POST OFFICE BOX 1617
BOISE, IDAHO 83701-1617
TELEPHONE (208) 344-6000
FACSIMILE (208) 342-3829

April 2, 1998

VIA FACSIMILE (208) 327-7866

Department of Water Resources
1301 North Orchard Street
Boise, Idaho 83720-0098

Attention: Shelley W. Keen
Water Rights Supervisor

Re: John S. Chapman Water Right No. 37-08409 --
PETITION FOR RECONSIDERATION

Gentlemen:

We just received your letter of March 19, 1998 directed to John S. Chapman regarding the above-referenced water right. The letter included a Water Right License dated March 19, 1998. One of the "conditions of approval and remarks" was:

"5. Commercial use is for a landscape nursery."

The Applicant/Licensee, objects to the restriction of commercial use authorized by this License to a "landscape nursery." The License should permit commercial uses that are no more onerous or consumptive than that for which the License was issued.

We are filing this Petition for Reconsideration as a protective measure but will follow up promptly with an Application for change of use to authorize irrigation and other uses that are not more consumptive than that for which the License was issued.

Also, we will apply to change the name and address to John S. Chapman, P.O. Box 3950, Hailey, Idaho 83333.

877 MAIN STREET, SUITE 1000
POST OFFICE BOX 1617
BOISE, IDAHO 83701-1617
TELEPHONE (208) 344-6000
FACSIMILE (208) 342-3829

371 WALNUT AVENUE
POST OFFICE BOX 297
KETCHUM, IDAHO 83340-0297
TELEPHONE (208) 725-1700
FACSIMILE (208) 726-9743

333 SOUTH MAIN STREET
POST OFFICE BOX 100
POCATELLO, IDAHO 83204-0100
TELEPHONE (208) 233-0846
FACSIMILE (208) 233-1304

MICROFILMED

G:\JL\ENT\0398\001\LETTER\WATERRES.01

MAY 08 1998

HAWLEY TROXELL ENNIS & HAWLEY LLP

Department of Water Resources
April 2, 1998
Page 2

Please call me as soon as you have reviewed this letter and the applicable file. Thank you for your usual consideration and attention.

Yours truly,



Thomas A. Miller

TAM/lcm

cc: John S. Chapman (via facsimile [208] 788-2818)

MICROFILMED

MAY 08 1998



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

March 19, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

JOHN S. CHAPMAN
PO BOX 2898
BOISE ID 83701

RE: WATER RIGHT NO. 37-08409

Dear Water Right Holder(s):

The Department of Water Resources (the Department) has issued the enclosed license confirming that a water right has been established in accordance with the permit referenced above. The license 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 unless a party petitions for reconsideration or files an exception and/or brief 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 twenty-one (21) 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. Otherwise, this preliminary order will become a final order of the Department.

If any party appeals or takes exceptions to this preliminary order, opposing parties shall have twenty-one (21) days to respond to any party's appeal. Written briefs in support of or taking exceptions to the preliminary order shall be filed with the Department. The Department retains the right to review the preliminary order on its own motion.

MICROFILMED

MAR 27 1998

ORAL ARGUMENT

If the Department grants a petition to review the preliminary order, the Department 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 Department will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Department 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 Department in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with Rules of Procedure 302 and 303.

FINAL ORDER

The Department 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 Department 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.

MICROFILMED

2 MAR 27 1998

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.

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

Sincerely,

A handwritten signature in cursive script that reads "Shelley Walter Keen".

Shelley W. Keen
Water Rights Supervisor

SK:klt

Enclosure

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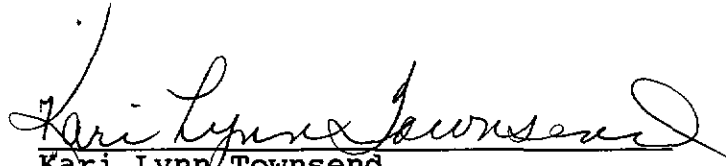
MAR 27 1998

CERTIFICATE OF MAILING

I hereby certify that on the 19th day of March, 1998, I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved License) to the person(s) listed below:

Water Right No. 37-08409

JOHN S CHAPMAN
PO BOX 2898
BOISE ID 83701


Kari Lynn Townsend
Secretary

UNRECORDED

MAR 27 1998

MEMORANDUM

TO: File 37-08409

FROM: Sharla

DATE: February 20, 1998

RE: Licensing Recommendation Adjustments/Telecon with Right Holder

The adjustments to licensing recommendations for Permit No. 37-08409 are as follows:

H. RECOMMENDATIONS

Commercial	1/1 - 12/31	0.10 cfs	6.0 afa
------------	-------------	----------	---------

From the examiner's narrative concerning the zones and amount of time each zone is irrigated, the volume has been calculated as: $0.10 \times 183 \text{ days} \times 1.98/4^*$ rather than using the typical volume from irrigation.

Zones 1-5 & 7 (45 min. each would be a total of $4\frac{1}{2}$ hrs if irrigated at separate times); zone 6 (1 hr) and zones 8-9 (10 minutes - 5 min. each) for a total of 6 hrs.

*6 hrs is $\frac{1}{4}$ of a day

On this date, I spoke with John Chapman concerning the statement by the examiner that the nursery operation would be moving to Carey at the end of the lease agreement last November. Mr. Chapman told me that this statement was wrong. The nursery is and will continue to be operated as developed. I didn't think to ask him for a copy of the new lease agreement, if there is one.

Examiner: Georgia Satterlee
Exam Date: August 4, 1997

MICROFILMED
MAR 27 1998

LICENSE REVIEW CHECKLIST

PERMIT NO. 27-08409

DATE 12/2/97

REVIEWER: SHARLA

NAME	Change <u>—</u>	OK <u>✓</u>	Address Change <u>NO</u>
SOURCE	<u>—</u>	<u>✓</u>	Is change clarification of originally intended source? <u>—</u>
POINT OF DIV	<u>—</u>	<u>✓</u>	If not, prepare Notice of Intent to Void <u>—</u>
PLACE OF USE	<u>—</u>	<u>✓</u>	Amendment required <u>NO</u>

Does map agree with written description? ✓ yes — no

OVERLAPS — P/D — P/U

RATE OF DIV

Permitted Rate	<u>.10</u> cfs
Fee limit	<u>.20</u> cfs <u>\$50⁰⁰</u>
Measured	<u>—</u> cfs
Theoretical	<u>.13</u> cfs

Recommended Total Div Rate .10 cfs

ANNUAL VOLUME/
NATURE OF USES —

<u>✓</u>	Use <u>Comm.</u>	cfs <u>.10</u>	Volume Calc <u>6.0</u> af
			af
			af
			af
			af
	SUBTOTAL		af

Flow rate .10 cfs X 183 days X 1.98 = 6.0 af

Total volume recommended — af

REMARKS

landscape nursery

CONDITIONS

— Watermaster Control WD# —
— GW Measurement/Measuring Device
— Overlap
— Use-specific conditions

Advancement of Priority Date Required — yes ✓ no

SRBA Claim Filed NA
 Adjustment Memo telecon

1st Amend Letter NA
 2nd Amend Letter NA

2/20 telecon
comm. use
staying statement
by examiner
incorrect

4 hrs./day

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
AUG 22 1997

Department of Water Resources

A. GENERAL INFORMATION

Permit No. 37-08409

1. Owner: John S. Chapman

Phone No. (208)343-6485

Current Address: PO Box 2898, Boise, ID. 83701

2. Accompanied by: MIKE HANNEQUIN

EXAM DATE: 04 AUG 97

Address: _____

Phone No. _____

Relationship to Permit Holder: MANAGER = CLEARWATER LANDSCAPING

3. Source: Groundwater

tributary to _____

B. OVERLAP REVIEW

1. Other water rights with the same place of use: N/A

2. Other water rights with the same point of diversion: N/A

C. DIVERSION AND DELIVERY SYSTEM

1. Point(s) of Diversion:

Ident No.	Gov't Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
#1		SW	SE	SW	33	03N	18E	BLAINE	FIELD EXAM/QUAD MAP SUBD. PLAT GPS A0002930

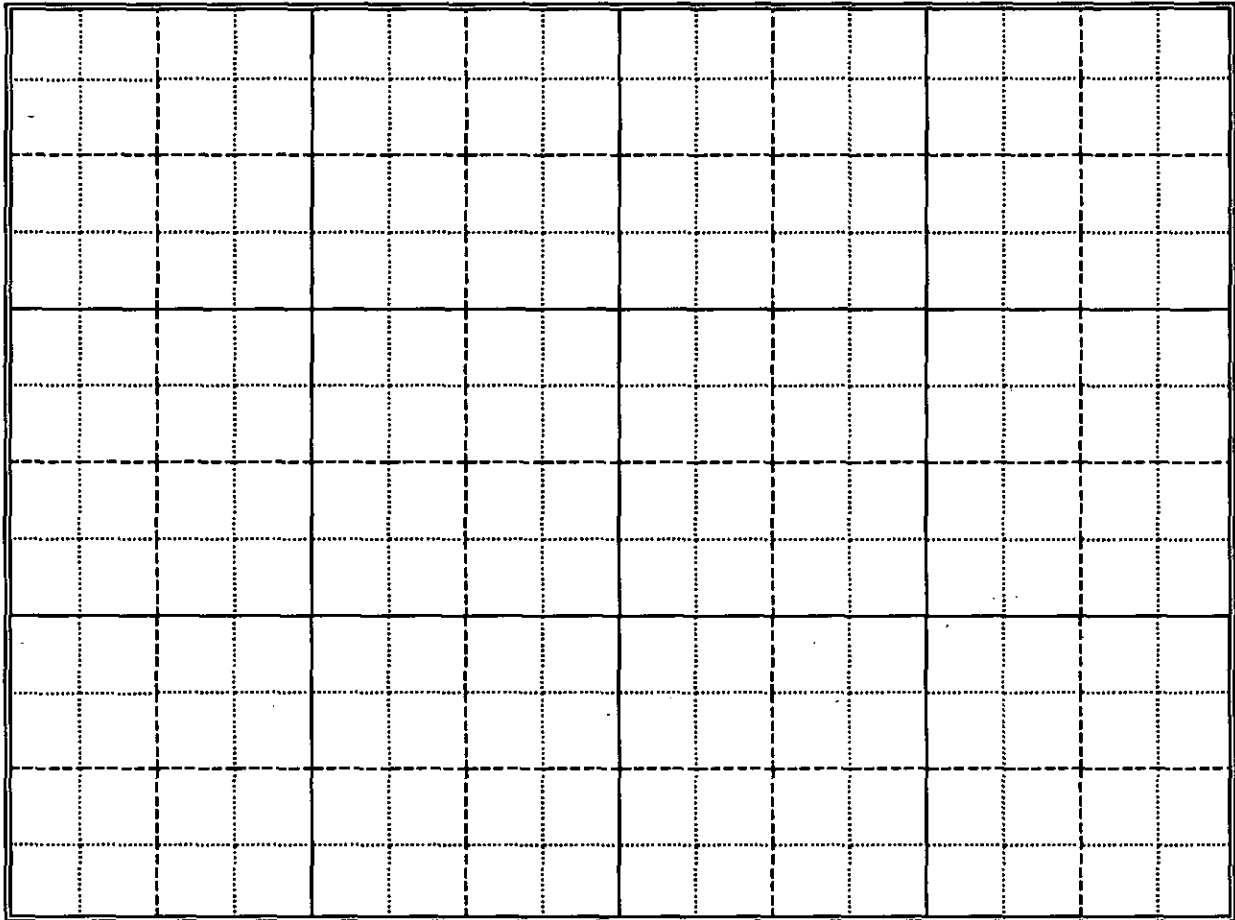
2. Place(s) of Use:

Indicate Method of Determination

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	18E	33																	

MICROFILMED
AUG 27 1998

3. **Delivery System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable.



Scale: 1" = _____

☒ Copy of USGS Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).

☐ Aerial Photo Attached (required for Irrigation of 10+ acres)

☒ Photo of Diversion and System Attached

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
6PS A0002930		5	M4J02S-20	STA RITE	
" " "		1	2801084910	FRANKLIN	

*Code to correspond with No. on map and aerial photo

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
THEORETICAL						
SEE ATTACHED						

2. Measurements: _____

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E. NARRATIVE/REMARKS/COMMENTS

TO: File 37-08409
FROM: Georgia Satterlee
DATE: 08 August 1997

The field examination for said permit is for irrigation of a nursery that grows plants for landscaping. The manager, Mike Hannequin, met me on 04 August 1997 at 1315 hours. He said he was not sure of the output of the well and that I could call Ken Smith of Wood River Drilling. He says the landscape nursery started about seven years ago. According to Mr. Hannequin, the only water applied to the land has been from the well. There has been no irrigation from any surface water.

See the attached lease agreement between John Chapman and Clearwater Landscape. At the end of the lease, November 1997, Clearwater will move to Carey, Idaho.

The point of diversion is located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, T03N, R18E in Blaine County. The well was located by GPS and tagged with the number A0002930.

The place of use is irrigation for a landscape nursery on 6 acres. The 6 acres are located within Lot 2 of the Chapman's East Cloverly Ranch Plat. About 3.5 acres are located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and 2.5 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$. The irrigation is accomplished mostly by low volume drip method. Approximately 40 overhead impact sprinklers are used. The impact sprinklers have an output of 3 gpm.

There are 9 zones irrigated twice a day. Zones 1-5 and Zone 7 are irrigated for 45 minutes each. Zone 6 is irrigated for one hour. Zones 8-9 watered for only five minutes each (lawn area).

FACILITIES:

COMMERCIAL Garden Center Toilet/Port-A-Pot
No Sink or Shower

PARTICIPANTS:

COMMERCIAL Number of employees = 2 01/01-12/31
COMMERCIAL Number of employees = 4 03/01-10/31
Irrigation season 4/15-10/15=183 days
Irrigated acreage=6 acres
Irrigation requirement=3.5
Irrigation annual volume=21 afa

Because the facilities are minimal the volume is calculated with the irrigated acres only.

Have conditions of permit approval been met? ☒ yes ☐ no

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F. FLOW CALCULATIONSX Additional Computation Sheets Attached

Measured Method:

THEORETICAL ATTACHED**G. VOLUME CALCULATIONS**

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 6(3.5) = 21.0$$
$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 0.10(183) = 36.3$$
$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 21.0$$

2. Volume Calculations for Other Uses:

(THEORETICAL) PERMIT RATE 0.10 cfs
MEASURED RATE 0.13 cfs
EXAM FEE LIMIT 0.20 cfs

H. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Commercial/Irr.	1/1	12/31	0.10	21.0 afa
Totals:			0.10	21.0 afa

2. Recommended Amendments

☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☐ None
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

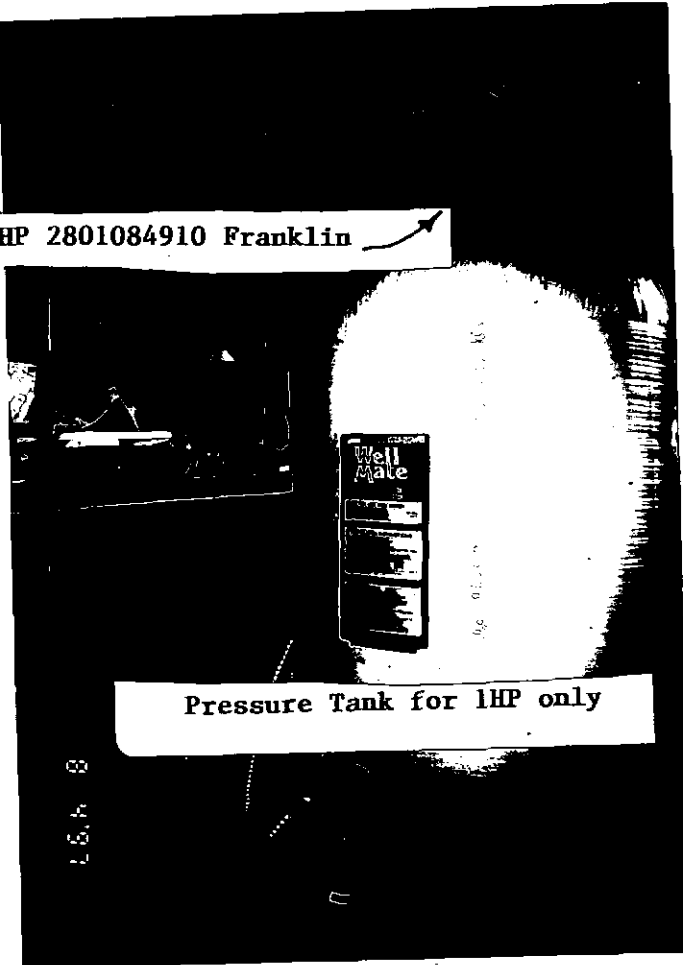
I. AUTHENTICATIONField Examiner's Name Georgia Sutterlee Date 8 Aug 97

Reviewer _____ Date _____

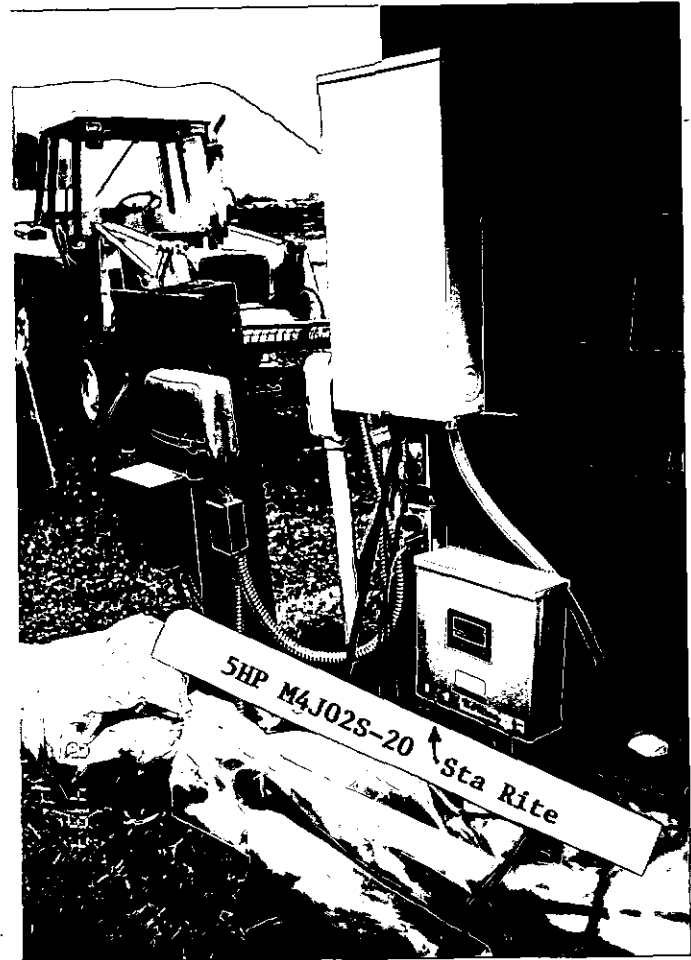
MICROFILMED SEAL

MAR 27 1998

1HP 2801084910 Franklin

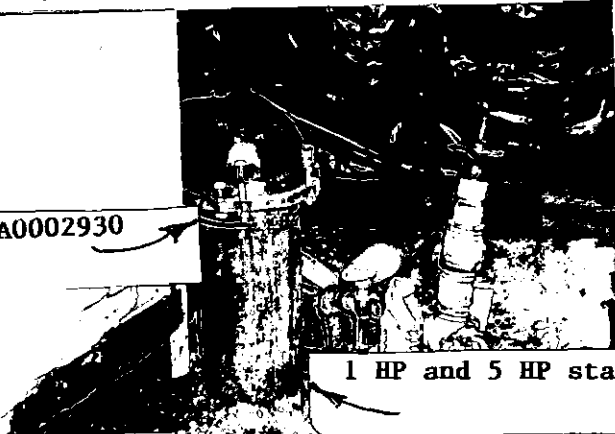


Pressure Tank for 1HP only



5HP M4J02S-20 Sta Rite

GPS Tag A0002930



1 HP and 5 HP stacked in 8" casing

P/D-Sec 33, T03N, R18E SWSESW



John Chapman
1330 hrs.

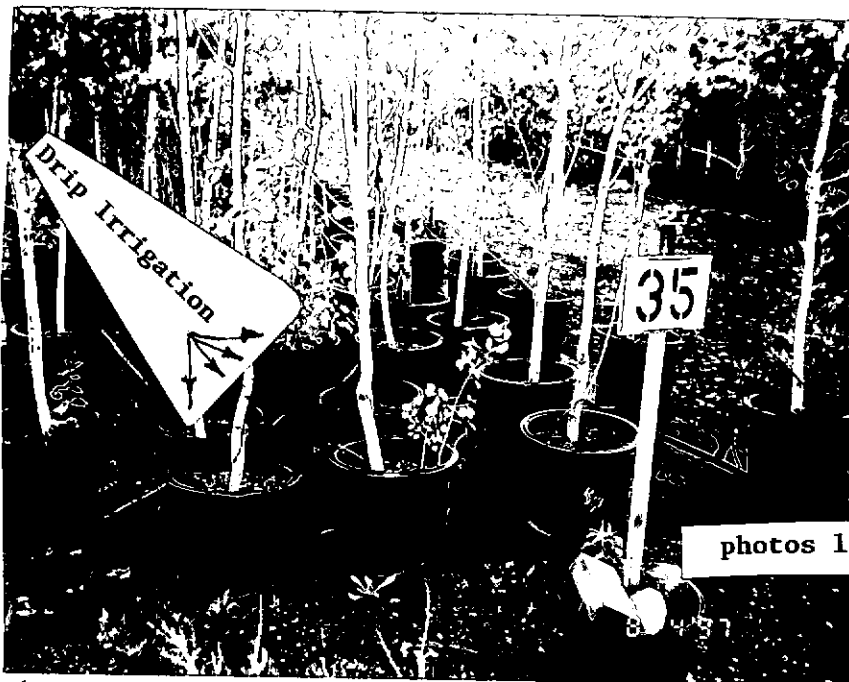
04August1997

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MAR 27 1998



photo looking SE'ly

8 4 '97



photos looking W'ly

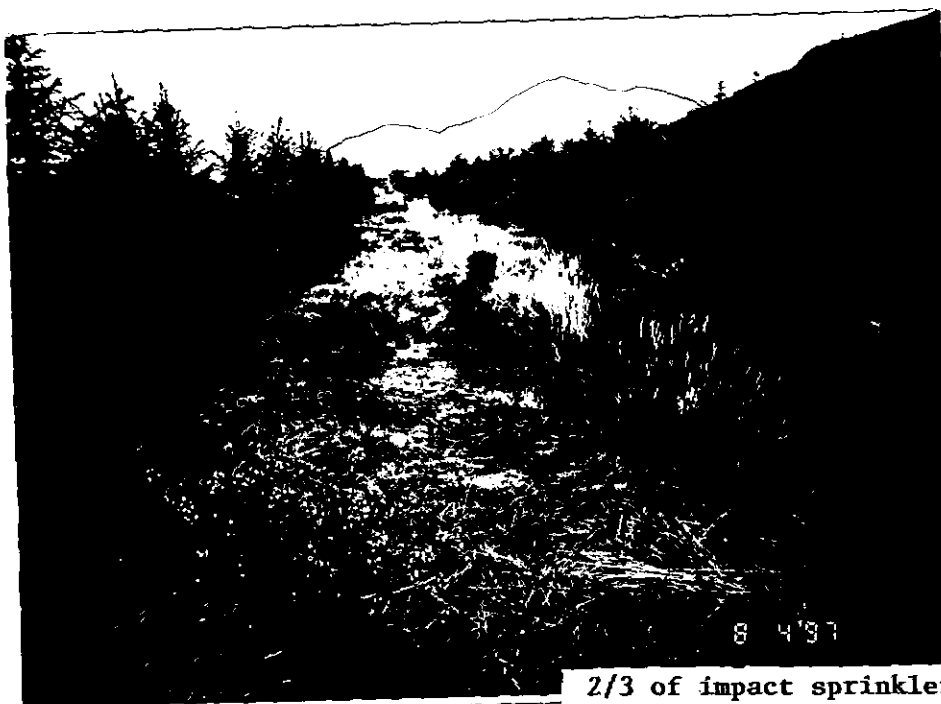
8 4 '97



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Chapman, John 04 Aug 1997
1330 hrs.

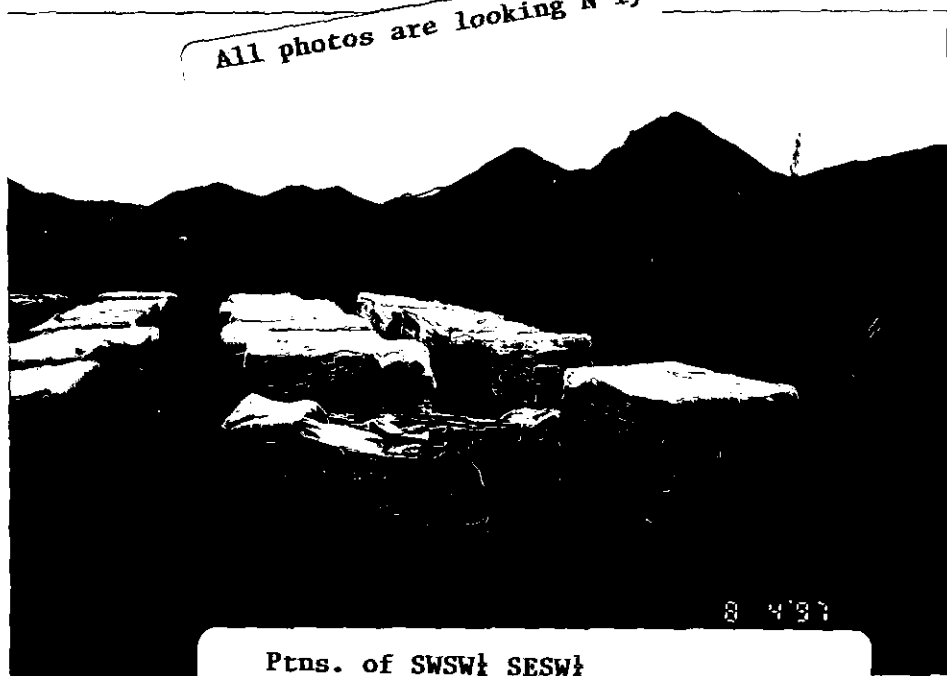
P/U=Sec 33, T03N, R18E SW1/4SW1/4
37-08409



2/3 of impact sprinklers
are used in a 0.5 acre area.



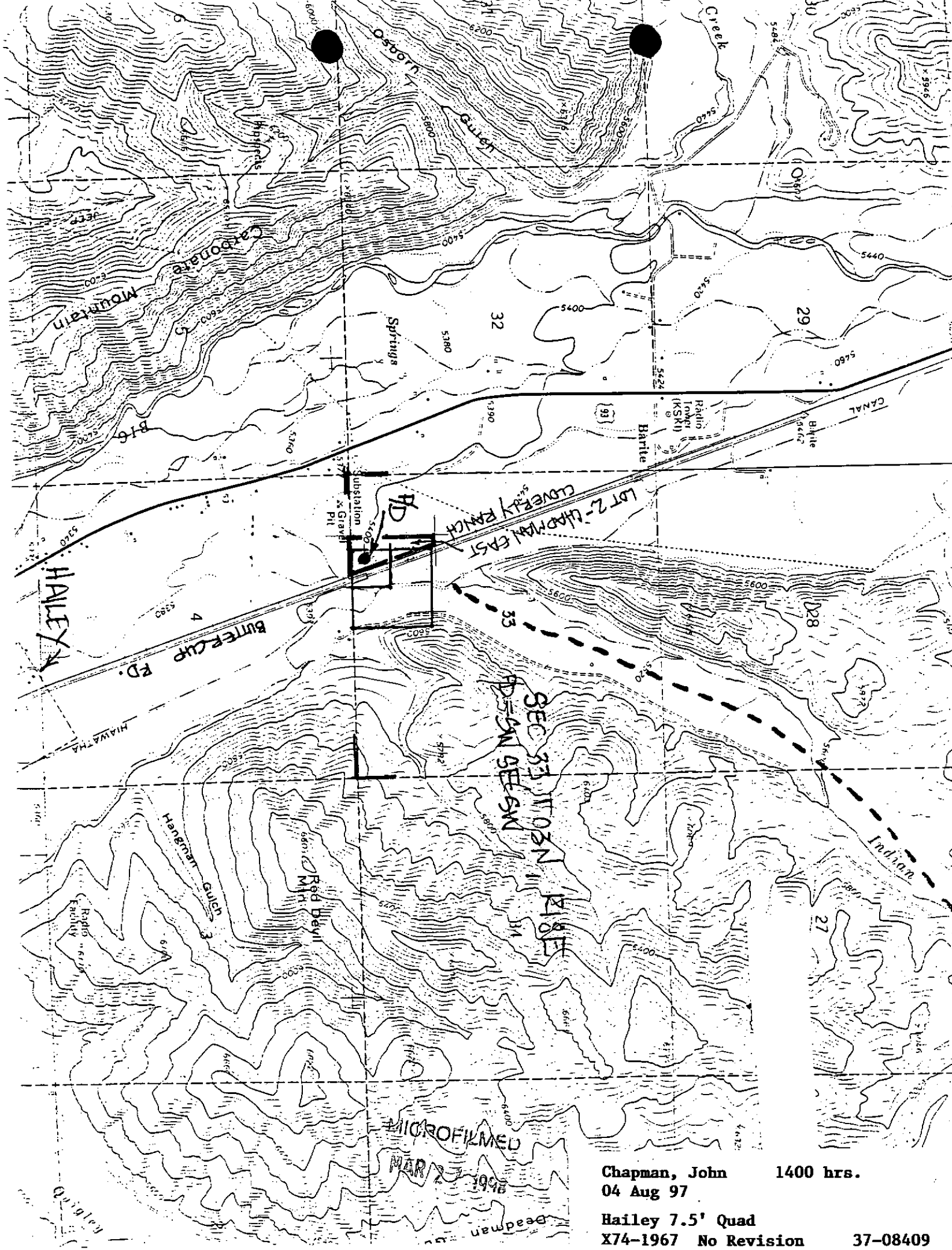
All photos are looking N'ly



Ptns. of SWSW $\frac{1}{4}$ SESW $\frac{1}{4}$
Sec 33, T03N, R18e = P/U

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Chapman, John 04 Aug 1997
1330 hrs.



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MAR 25 1998

Chapman, John 1400 hrs.
04 Aug 97
Hailey 7.5' Quad
X74-1967 No Revision 37-08409

Located within E1/2, Section 32 & SW 1/4, Section 33, T. 3N., R. 18E., B. M.
Blaine County, Idaho
APRIL 1990

APRIL 1990

By J.K., 1978



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MAR 27 1998

Chapman, John
04 Aug 97

1400 hrs.

37-08409

GROUNDWATER MEASUREMENT REQUIREMENT ANALYSIS *****

FILE: 3708409
DATE: 5/11/69
BY: SATTERLEE

THEORETICAL RATE OF FLOW: $Q = \frac{(8.8) \times (H.P.) \times (EFF.)}{TDH}$

Q = CFS
H.P. = Total Brake Horsepower of pumping plant (including booster)
EFF. = Pumping plant efficiency (ASSUME 70% OR 0.70)
TDH = total dynamic head = [(LIFT) + (PSI X 2.31)]
LIFT = depth to water in FEET from land surface to pumping water level
PSI = pumping pressure measured in psi near pump (if open discharge assume zero [0])

$$Q = \frac{(8.8) \times (60) \times (0.70)}{[(120) + (64 \times 2.31)]} = \frac{36.96}{267.84} = 0.138 \text{ cfs}$$

LIFT FROM:
measurement ()
owner ()
area estimate ()
well logs (X)
Booster (Y) (N)

PSI FROM:
measurement ()
owner ()
estimate ()
owner gage (X)

NOTES ON PUMP:
Motor Make, Serial or ID
STARITE MAJDZS-20
Pump Make, Serial or ID, rating
FRANKLIN ELECTRIC
#2801084910

REMARKS

ANNUAL VOLUME ANALYSIS

POTENTIAL Acre Feet/Acre/Annun = $\frac{(\text{DAYS IN SEASON}) \times (1.98) \times (Q)}{(\text{RECOMMENDED ACRES IRRIGATED})}$

(season)	(days)	POTENTIAL =
3/15 - 11/15	246	$\frac{(\dots) \times (1.98) \times (\dots)}{(\dots)}$
4/1 - 11/1	215	
4/15 - 10/15	184	
3/1 - 12/1	276	

POTENTIAL =

REQUIRED Acre Feet/Acre/Annun =
(AF/Ann/Ac irrigation requirement from chart for area)
NOTE that this is NOT Consumptive use

IF POTENTIAL IS GREATER THAN REQUIRED THEN NO MEASUREMENT NECESSARY ()
IF POTENTIAL IS LESS THAN REQUIRED THEN MEASUREMENT IS NECESSARY ()

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MAR 27 1998

IDAHO DEPARTMENT OF WATER RESOURCES

WELL INSPECTION FORM

1. DRILLING PERMIT NO: 37-88-S-0149-000 OTHER APPLICABLE NO: 37-08409
2. OWNER: John Chapman Phone: 343-6485
Address: PO Box 2898, Boise, ID. 83701
3. WELL LOCATION: Twp 03N, Rge. 18E, Sec. 33, SE 1/4 SW 1/4
County Blaine (Provide sketch map and photo on reverse.)
4. DRILLER: Wood River Drilling Lic. No. _____
When Drilled? 1989+
5. WELL CONSTRUCTION:
Casing Diameter 8 inches Water tight cap? ☒ Yes ☐ No Access Port: ☒ Yes ☐ No
Casing $\geq$ 12 inches above ground? ☒ Yes ☐ No - Describe 16" above o.g.
Depth of Casing _____ ft. Method Drilled _____
Condition of Well Casing: ☐ Good ☒ Fair ☐ Poor Describe _____
Control Valve? ☐ Yes ☐ No Pressure Gauge: ☒ Yes ☐ No 1HP=67
5HP=60
Condition of Piping and Valving _____
Auger to a depth of _____ ft. Evidence of Annular Seal ☐ Yes ☐ No
Are there obvious construction problems that may be a source for contamination or waste of water?
☐ Yes ☐ No (Describe in Remarks and Attach Photo - On Reverse)
6. HYDROLOGIC INFORMATION:
Depth to Static Water _____ ft. Water Temperature _____ °F
Flowing Artesian ☐ Yes ☐ No Pressure: _____ (psi)
Water Sample Taken? ☐ Yes ☐ No If yes, describe purpose _____
Water Quality Measurements/Observations (Describe) _____
7. WELL USE:
☐ Domestic ☒ Irrigation ☐ Landscape Nursery ☐ Stock
☐ Test ☐ Municipal ☐ Industrial
☐ Abandoned ☐ Waste Disposal/Injection ☐ Not Used
☐ Other: _____

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MAR 27 1998

8.

POSSIBLE CONTAMINATION SOURCES:

Is there evidence of Chemigation? ☐ Yes ☒ No

If yes, is there a check-valve present? ☐ Yes ☐ No

Is there a possible source of contamination nearby? ☐ Yes ☐ No

If yes, what Type?

How far away from the well is this source?

9.

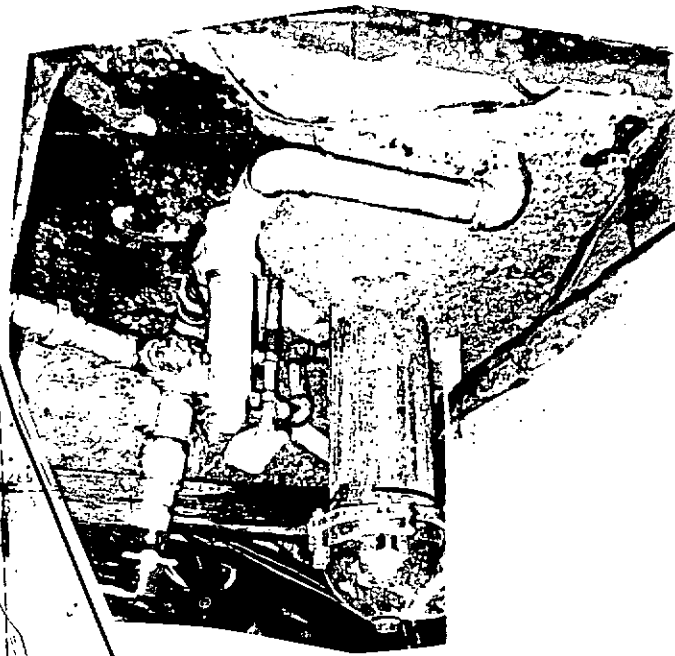
REMARKS:

Clearwater Landscape is leasing land from Chapman.

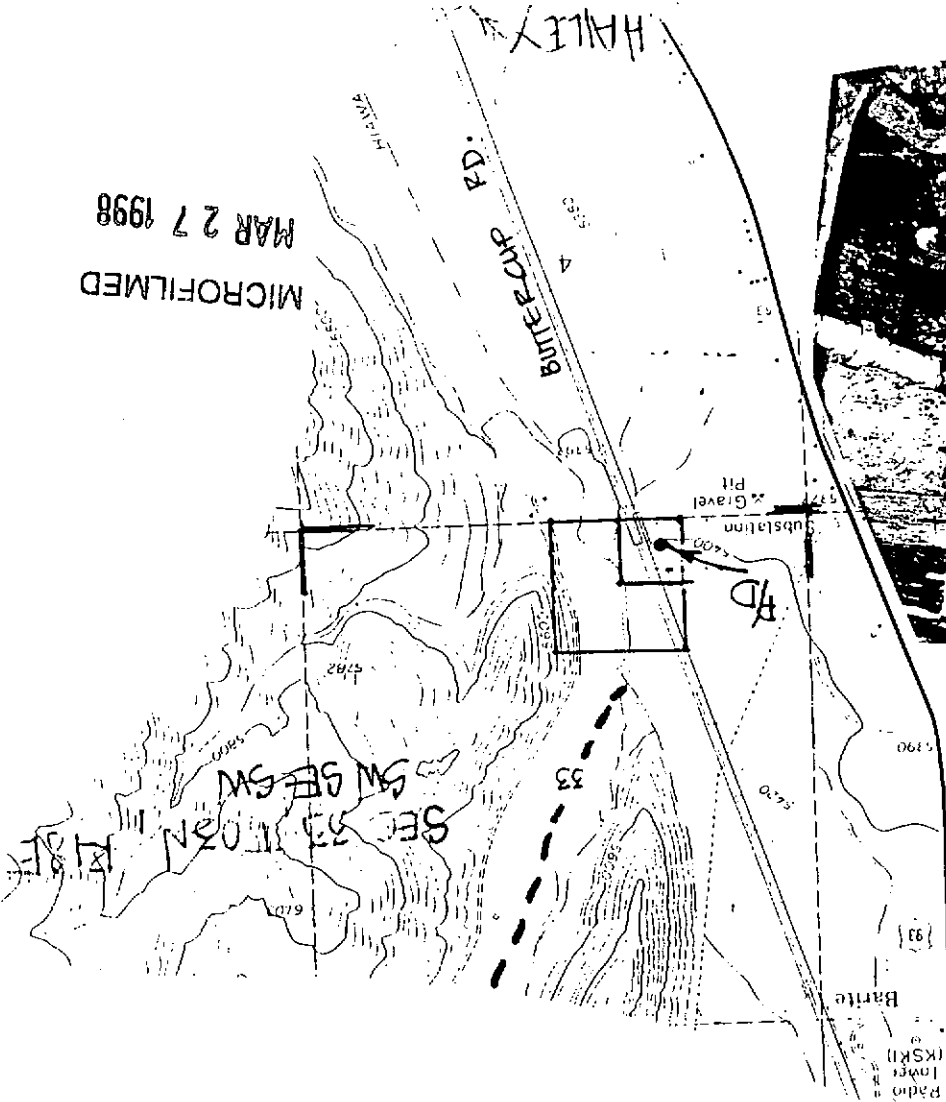
Lease ends 11/97. Clearwater is moving to Carey, ID.

Signature of Dept. Representative & Title

Inspection Date



PHOTOS, DRAWINGS, OTHER A.



6/9/94

COMMUNICATION DOCUMENTATION

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Georgia Satterlee

DATE
August 7, 1997 9:47am

CUSTOMER
SMITH, KEN

SUBJECT: 37-08409

phone call (X) walk-in (.)

He returned my phone inquiring about the replacement pump for the well at the nursery. He said the 5 hp was replaced 9/4/96 and output was tested at approximately 70 gpm. He said the water level was approximately 60 feet.

Both the 1 hp and the 5 hp are "stacked" in the well casing.

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MAR 27 1998

6/9/94

COMMUNICATION DOCUMENTATION

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Georgia Satterlee

DATE
July 31, 1997 8:08am

CUSTOMER
Daggett, Cameron

SUBJECT: 37-08409

phone call (x) walk-in (.)

Follow up call from yesterday. 788-4596 was busy I called Chapman, John S. in Boise, new #376-6470, left message with his secty. Called Daggett @ Hailey # this a.m. left message on machine.

0900 HRS. Mr. Daggett called back and we sent a tentative examination for 1000 hrs. 04 August 1997 Meet @ Chapman/Cloverly Ranch 11872 Hwy 75 2 mile N. Hailey on W. side of hwy. Mr. Daggett will call Mr. Chapman for confirmation.

1100 hrs. Mr. Chapman 788-2876 called. The said permit is on land that is leased to Clearwater Landscaping 726-9412 (Ed). I asked Mr. Chapman for the lease agreement between he and the Clearwater Landscaping for our files. I will meet with the manager of Nursery, Mike Hannequin, Monday 04 August 1997 @ 1:15 p.m. Nursery is located W of RR tracks and 1 mile north of Hailey on Buttercup Rd. Corey and Kelly have done lots of research because Rinker owns a large portion of the Cloverly Ranch that Chapman sold him. I have the white hats on my side.

Faxed the application for permit/proof report to Chapman @ 788-2818.

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MAR 27 1998

John S. Chapman

Attorney at Law

11872 Highway 75 • P.O. Box 744 • Sun Valley, Idaho 83353

BOISE, IDAHO
P.O. BOX 2898
BOISE, ID 83701

TWIN FALLS, IDAHO
834 FALLS AVENUE
SUITE 1020 A
TWIN FALLS, ID 83301

SUN VALLEY
Phone (208) 788-2876
Fax (208) 788-2818

BOISE
Phone (208) 376-6470
Fax (208) 376-5849

TWIN FALLS
Phone (208) 734-9629

July 31, 1997

RECEIVED
AUG 04 1997
Department of Water Resources
Southern Region

Ms. Georgia Satterlee
Idaho Department of Water Resources
1341 Fillmore Street, #200
Twin Falls, ID 83301-3380

Re: Permit #37-08409

Dear Ms. Satterlee:

Enclosed find a copy of the Lease Agreement with Clearwater Landscaping you requested for your file.

It is my understanding that you have contacted Clearwater and that they are willing to meet you for the inspection on August 4, 1997. Please let me know if you have any difficulties scheduling this appointment.

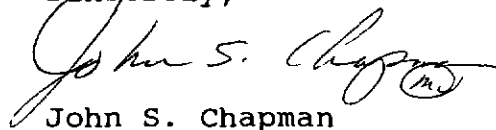
It is my understanding that a final license for this will be issued in approximately twelve months.

Thank you for your assistance in this matter.

Please let me know if there is anything further I can do to assist you.

Kindest personal regards.

Sincerely,


John S. Chapman

JSC:mc

Enc.

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MAR 27 1998

RECEIVED

AUG 04 1997

Department of Water Resources
Southern Region

LEASE AGREEMENT

THIS LEASE made the 1st day of December, 1988, by and between JOHN S. CHAPMAN, an unmarried man of Boise, Idaho, as Landlord, and CLEARWATER LANDSCAPING COMPANY, INC., an Idaho corporation with its principal place of business at Ketchum, Idaho, hereinafter called Tenant.

WHEREAS, Tenant is desirous of leasing a parcel of real property owned by the Landlord, hereinafter described as the Leased Premises.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, the parties hereby agree as follows:

1. Definitions. The following terms as used in this Lease shall have the meanings hereinafter set forth:

1.1 "Landlord": John S. Chapman;

1.2 "Tenant": Clearwater Landscaping Company, Inc.;

1.3 "Leased Premises": That certain real property located in the County of Blaine, State of Idaho, more particularly described on Exhibit A attached hereto and incorporated herein;

1.4 "Effective Date": This Agreement of Lease is effective as of the 1st day of December, 1988.

2. Term.

2.1 Landlord leases and Tenant rents the Leased Premises for a primary term of three (3) consecutive years commencing on the effective date of this Lease and terminating on the 30th day of November, 1991.

2.2 Tenant, by giving Landlord at least

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MAR 27 1998

One hundred and

eighty (180) days' written notice before the expiration of the term then in effect, may extend the term of this Lease for an additional term of three (3) years, beginning December 1, 1991, and terminating November 30, 1994.

2.3 In the event Tenant exercises the option to renew set forth in 2.2, Tenant by giving Landlord at least one hundred eighty (180) days written notice before the expiration of the option term then in effect, may extend the term of this Lease for an additional term of three (3) years beginning December 1, 1994 and terminating on November 3, 1997.

3. Rent.

3.1 The base rent for the primary term shall consist of a monthly rental as follows:

\$700.00 per month for the first year of the primary term. The monthly rent shall be due on the tenth day of each month during the lease term. For years two (2) and three (3) of the primary term the base rent shall be adjusted to reflect the changes in the Consumer Price Index of the U. S. Department of Commerce for the prior calendar year.

3.2 In the event the first three-year option is exercised, the base rent for the first year of the first option term shall be \$850.00 per month, or the rent for the last month of the primary term of the Lease, whichever is greater. For years two (2) and three (3) of the first option term, the base rent shall be adjusted to reflect the changes in the Consumer Price Index of the U. S. Department of Commerce for the prior calendar year.

3.3 In the event the second three-year term is exercised the base rent for the first year of the second option term shall be \$1,000.00 per month, or the rent for the last month of the first option term of the Lease, whichever is greater. For years two (2) and three (3) of the second option term, the base rent shall be adjusted to reflect the changes in the Consumer Price Index of the U. S. Department of Commerce for the prior calendar year.

3.4 Rent payments shall be mailed to the address provided in Article 18.

3.5 Late Fee: The parties agree that in the event that any of the payments due under the terms of this Lease are late more than ten (10) days after the date upon which the same is due, Tenant shall pay to Landlord the sum of \$25.00 per day as a late fee for each day that said monthly payment is late and said late fee shall be added to the payment which is late and paid simultaneously therewith.

4. Tenant's Fixtures.

4.1 It is agreed that any trade fixtures, equipment, trees, shrubs, landscaping materials, or other personal property installed in or upon the Leased Premises by the Tenant shall remain the property of the Tenant and may be removed by the Tenant at the end of the Lease term.

4.2 It is understood and agreed that Tenant may drill an irrigation well on the premises at its expense, at a place agreeable to Landlord for the purpose of using the water therefrom for his landscaping business. Tenant agrees that the permit to

drill said well shall be taken out in the name of Landlord and that the well, pump and related fixtures shall become the property of the Landlord upon the termination of the Lease. Tenant agrees, at its expense, to file all of the necessary permits, licenses and documents required with the Department of Water Resources of the State of Idaho.

5. Use of Premises.

5.1 At the time of the signing of this Lease, Clearwater Landscaping Company, Inc. shall use said Premises for the storage and growing of shrubs, trees and landscaping plants, and for other related agricultural purposes. Tenant shall occupy and use the Leased Premises for the continued operation of said business, and shall not make or allow any major changes in the type of said business during the term of this Lease.

5.2 Tenant shall not engage in any activity which shall be in violation of the Blaine County Planning and Zoning regulations, ordinances or statutes for the area.

5.3 The Tenant shall not permit any debris, waste material or other chemical or commodity to exist or be stored upon the Leased Premises if such is considered as hazardous by the Landlord or in violation of any environmental protection agencies' rules or other governmental regulations.

6. Nuisance, Dangerous Trade, Compliance with Law:

6.1 Tenant's business shall be established and conducted at all times during the term hereof in a reasonably prudent manner, and Tenant will not use the Leased Premises for or carry on or

permit upon said Leased Premises or any part thereof any offensive, noisy or dangerous trade, business, or any nuisance, or anything against public policy. Tenant further agrees that the demised premises shall not be used or permitted to be used in violation of any laws, ordinances, regulations, or rules of any public authority at any time applicable thereto.

6.2 Tenant shall not perform any acts or carry on any practices which may injure the premises or be a nuisance or menace to other lessees or property owners in the surrounding area, and shall at all times keep the premises clean and free from rubbish and dirt. Tenant shall store all trash and garbage only at such place as shall be designated by Landlord, and arrange for regular pickup of such trash and garbage at Tenant's expense.

6.3 Tenant agrees to maintain or build fences at its expense around the perimeter of said premises during the term of this Lease.

7. Alterations:

7.1 Landlord shall not be required to make any improvements in or upon the Leased Premises. The Tenant shall make no improvements or construct any buildings or install any fixtures in or upon the Leased Premises without the prior consent in writing of the Landlord, which consent may be withheld in the sole discretion of the Landlord for any reason or upon any condition, including, but not limited to, a condition that Lessee first post a bond to secure the payment of mechanics or materialmen in such amount as Landlord

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MAR 27 1998

deems necessary. If so consented to by the Landlord, they shall be performed at the sole cost and expense of the Tenant in a good and workmanlike manner in compliance with the ordinances and regulations and statutes of the County of Blaine and the State of Idaho, and upon the termination of the Lease, they shall be considered a part of the buildings and remain there, unless their removal shall be agreed upon by the parties hereto, or unless such are in the nature of additions constituting trade fixtures, in which event they shall be removed as trade fixtures by the Tenant.

8. Signs:

8.1 Signs may be installed by the Tenant upon the Leased Premises at such location, having such design and in such manner as may be approved in writing by the Landlord prior to the installation thereof.

9. Property Maintenance.

9.1 Tenant agrees to maintain the demised premises in good order and condition. Tenant agrees that it will not allow waste, debris or other items to collect or lie loose on the property. Said premises shall be kept clean and orderly at all times. The landlord shall not be responsible to maintain the premises in any way.

9.2 Landlord and its designees shall have the right to enter upon the premises at all reasonable hours to inspect the same. If Landlord deems any repairs required to be made by Tenant necessary, it may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same

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MAR 27 1998

with reasonable dispatch, Landlord may make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to the latter's stock or business by reason thereof, and if Landlord makes or causes such repairs to be made, Tenant agrees that it will, on demand, forthwith pay to Landlord the cost thereof, with interest thereon at twelve percent (12%) per annum.

9.3 Tenant will not commit waste of the demised premises. If Tenant deems necessary for access during the winter, Tenant will keep the access road reasonably free from ice and snow. Tenant agrees to surrender the Leased Premises at the expiration, or sooner termination of this Lease, or any extension thereof, in the same condition, or as altered, pursuant to the provisions of this Lease, reasonable wear and tear excepted.

10. Assignment or Subletting:

10.1 Landlord shall have the right to assign this agreement or any interest or rights represented by the agreement, including the Lease provided herein, at its sole option, for purposes of financing or otherwise. Tenant shall not assign this Lease or any interest therein, and shall not sublet the said premises, or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use said premises, or any portion thereof, without the written consent of Landlord first had and obtained, and the consent to one assignment, subletting occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use

by another person. Any assignment or subletting without such consent shall be void, and shall at the option of the Landlord terminate this Lease. This Lease shall not, nor shall any interest therein, be assigned as to the interest of the Tenant by operation of law without the written consent of Landlord.

11. Liens:

11.1 Tenant shall keep the Leased Premises free from any liens arising out of work performed, materials furnished or obligations incurred by Tenant.

12. Insurance:

12.1 Liability Insurance: Tenant agrees to procure during the term herein specified, a policy or policies of insurance insuring Landlord and Tenant as their interests may appear, for not less than \$500,000.00, single limit bodily injury or property damage claims or both, involving one or more persons, arising out of the ownership of said leased premises by Landlord and the operation and use thereof by Tenant.

13. Taxes, Assessments, Utility Charges and Insurance

Premiums. 13.1 Tenant shall be responsible for and (1) pay all taxes

on all personal property of the Tenant located on said Leased Premises; (2) all assessments of any kind levied on the said Leased Premises or any property thereon because of the use of said Leased Premises by Tenant; (3) all insurance premiums for the liability insurance specified in Paragraph 12 hereinabove entitled "Insurance"; (4) All utility charges on the premises, including

but not limited to, telephone service, trash service, water service, sewer service, power, natural gas and such other similar utilities as may be provided to the premises.

13.2 Landlord shall be responsible to pay for all real property taxes on the Leased Premises.

14. Default:

14.1 Time is of the essence hereof, and in the event Tenant shall violate or breach or fail to keep or perform any covenant, agreement, term or condition of this Lease, and if such default or violation shall continue or shall not be remedied within thirty (30) days after notice is sent by certified mail by Landlord to Tenant, specifying the matter claimed to be in default, Landlord, at its option, may immediately declare Tenant's rights under this Lease terminated, and re-enter the premises using such force as may be necessary, and repossess themselves thereof, as of their former estate, and remove all persons and their personal property from the premises. Such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant. Notwithstanding any such re-entry, the liability of Tenant for the full rental provided herein shall not be extinguished for the balance of this Lease, and Tenant shall additionally be liable to Landlord for the expenses incurred and the reasonable value of Landlord's services in reletting the premises and Tenant shall also be liable for the costs and expenses of restoring the premises to the condition in which the premises existed at the date of the signing of this Lease. Tenant shall pay the above sums each month

as the amount thereof is ascertained by Landlord.

14.2 It is further agreed that Tenant shall pay to Landlord reasonable attorney's fees and costs resulting from the default of Tenant. Said sum shall be paid within the time to remedy the default and payment of said sum shall be a condition precedent to the remedy of any default.

15. Non-Waiver:

15.1 Waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

16. Occupancy:

16.1 So long as the Tenant pays the monthly rentals herein required to be paid to the Landlord and all other charges as required on the part of the Tenant, and so long as Tenant complies with each and all other covenants, conditions and agreements herein agreed to be performed, the Tenant shall have and shall be entitled to the quiet, uninterrupted use, occupancy and possession of the Leased Premises.

17. INDEMNIFICATION:

17.1 Tenant shall defend and indemnify Landlord and save Landlord harmless from and against any and all liability, damages, costs, or expenses, including attorney's fees, arising from any act, omission, or negligence of Tenant, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in or about the Leased Premises, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Leased Premises; provided that the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence of Landlord.

18. Access:

18.1 Landlord represents that there are two access points to the property being rented: one across the old Railroad right-of-way, and one on the South end of the property. These access points have been used by Landlord for over five continuous years. Landlord also represents that there are no recorded easements or right-of-ways that are in writing. In the event of any problem of access, the Landlord agrees, at his expense, to defend said access so that Tenant can use said property and have access at all times. In the event this access is lost for any reason, this Lease shall terminate.

19. Notices:

19.1 If in any event the Landlord or Tenant desire to give written notice to the other under the terms of this Lease such

MICROFILMED

MAR 27 1998

notices shall only be deemed given and any applicable time period commencing, when in writing, placed in the U. S. Mail, postage pre-paid, registered or certified mail and addressed only as follows to the respective parties:

LANDLORD

John S. Chapman
P. O. Box 2898
Boise, Idaho 83701

TENANT

Clearwater Landscaping Company, Inc.
P. O. Box 597
Sun Valley, ID 83353

Each of the parties hereto may from time to time change their respective address for receiving written notice by sending written notice to the other party. Any time period shall commence on the day following proper postings as above described and shall expire at 12:00 o'clock midnight on the last day of such period.

20. Attorney's Fees:

20.1 If the Tenant defaults in the observance of performance of any term or covenant on the Tenant's part to be observed or performed under any of the terms or provisions in any paragraph of this lease, the Landlord may immediately or at any time thereafter without notice perform the same for the account of the Tenant, and if the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith including, but not limited to, attorneys' fees in instituting, prosecuting, or defending any action or proceeding, such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by the Tenant to the Landlord within five days of the rendition of any bill or statement to the Tenant therefor.

MICROFILMED

MAR 27 1998

20.2 In the event of any litigation or arbitration proceedings between the parties hereto concerning this Lease and the enforcement hereof, the prevailing party in such action shall be entitled to receive from the nonprevailing party all reasonable costs, expenses, including attorney's fees, incurred by the prevailing party in such action. This provision shall survive the expiration or other termination of this Lease and shall remain enforceable to the fullest extent permitted by law or in equity.

21. Preparation of Documents:

21.1 The parties understand and acknowledge that the firm of Martin, Chapman, Park & Burkett represented Landlord in the drafting of this Lease and the documents necessary for carrying into effect this Lease.

22. Condemnation:

22.1 In the event that the above described real property, or any part or parcel of said real property covered by this Lease is condemned by any governmental agency or other entity, any proceeds received from said condemnation shall belong to the Landlord. In the event that the total property is condemned, or so much of the property is condemned as would prevent the Tenant from continuing its business thereon, then in that event this Lease shall terminate as of the date upon which the Tenant loses its right to possession of the condemned property. In the event that only a portion of said real property is condemned and the Tenant is not prevented from continuing its business thereon substantially in the manner as before, then this Lease shall continue in full force and effect.

RECORDED
MAR 27 1998

23. Exhibiting the Premises:

23.1 During the last ninety (90) days of this Lease, in the event said option has not been exercised, Landlord may exhibit and advertise said Leased Premises for rent and post rental signs on the Leased Premises.

24. Insolvency, Receiver:

24.1 Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or (b) a general assignment by Tenant for the benefit of creditors, or (c) any action taken or suffered by Tenant under any insolvency or bankruptcy act, shall constitute a breach of this Lease by Tenant, and Landlord shall have all of the remedies provided by the above sections providing for a default by the Tenant.

25. Entire Lease and Severability:

25.1 This Lease shall be governed and construed pursuant to the laws of the State of Idaho. This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Leased Premises and Tenant's use of the building and other matters set forth in this Lease. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in

full force and effect.

26. Successors and Assigns:

26.1 This Lease is binding upon and inures to the benefit of the respective parties hereto and their respective successors, assigns, heirs, executors, administrators, personal representatives and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:



JOHN S. CHAPMAN

TENANT:

CLEARWATER LANDSCAPING COMPANY, INC.

By  _____
President

ATTEST:

Secretary



State of Idaho
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

July 28, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

Pat Hanggi
Hanggi and Company
P.O. Box 291
Ketchum, ID 83340

Dear Mrs. Hanggi:

Pursuant to your recent inquiry, I have enclosed copies of Snake River Basin Adjudication Claims that are appurtenant to Lot 2, Block 1 of Chapman's East Cloverly Ranch (located in the south $\frac{1}{2}$ of Section 33, Township 03 North, Range 18 East). Please find enclosed proof reports of the following Snake River Basin Adjudication Claims:

A37-00521L

A37-00522J

A37-00523G

A37-00833S

A37-00899A.

Note that these claims were filed by John Chapman and list the irrigated place of use as property in Sections 32 and 33. The claimed irrigated acres in Section 33 (highlighted in pink) is what would be appurtenant to the property you were inquiring about (Lot 2, Block 1).

As we discussed during our telephone conversation, the Snake River Basin Adjudication claims listed above are all based on old decreed water rights. Available information regarding claims A37-00833S and A37-00899A indicates that the water rights that they are based on have not been used for many years. Idaho Code, 42-222, states that a water right is subject to forfeiture if it experiences five consecutive years of non use. For this reason, a preliminary recommendation has been made on these two claims, A37-00833S and A37-00899A, for disallowal based on forfeiture and abandonment of the water rights.

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MAR 27 1998

July 28, 1997
PAGE 2

The other three claims (A37-00521L, A37-00522J, and A37-00523G) are based on water rights that have been overclaimed in the Snake River Basin Adjudication. For example, water right 37-00521 was originally decreed for 8.00 cfs, but six Snake River Basin Adjudication claims (including A37-00521L) totalling 8.34 cfs have been filed based on this same water right. Water right 37-00522 was originally decreed for 7.00 cfs, but six adjudication claims (including A37-00522J) totalling 7.80 cfs have been filed based on this particular water right. In addition, water right 37-00523 was decreed for 6.00 cfs, but five adjudication claims (including A37-00523G) totalling 7.00 cfs have been filed based on this same water right.

Since you inquired about the ditch, or ditches, that deliver the water to the property, I included a copy of a map of the area that shows the locations of some of the headgates and ditches that deliver water from the Big Wood River. Note that adjudication claims A37-00521L, A37-00522J, and A37-00523G have a claimed point of diversion located within the SESW $\frac{1}{4}$ of Section 20 (T03N, R18E). This particular diversion corresponds to where the Purdum Slough diverts water from the Big Wood River. Also note that the claims also mention the Hiawatha Canal #22, Osborn #24, and Purdum #25 headgates as possible diversions.

There may be some question(s) regarding how water is delivered to the property you are inquiring about. Note that the Purdum Ditch, served by the Purdum #25 headgate, delivers water to property west of Highway 75. In addition, the department has been notified by individuals involved with Lot 1, Block 1 of Chapman's East Cloverly Ranch that the Osborne Ditch was filled in and leveled at least 5 years ago. This would indicate that the Osborne Ditch is no longer capable of delivering water to property south of Lot 1, Block 1. For these reasons it appears that the only way water can reach the property you are inquiring about is through the Hiawatha Canal. You may want to check with the watermaster to see how much water has been historically delivered to Mr. Chapman through the Hiawatha Canal. This may be the factor that determines the extent of the validity of the Snake River Basin Adjudication claims that are appurtenant to Lot 2, Block 1 of Chapman's East Cloverly Ranch.

If you have any questions, or if I can be of any other assistance, feel free to contact me at your convenience.

Sincerely,



Corey Skinner, EIT
Dam Safety Section

Enclosures

MICROFILMED
MAR 27 1998

12-Sep-1989

Mr. John S. Chapman
P.O. Box 2898
Boise, Idaho 83701

Permit No. 37-08409

Dear Mr. Chapman,

We acknowledge receipt of the affidavit submitted as proof of beneficial use for the above referenced permit.

Before a license can be issued, a field examination must be made by a representative of this Department. We cannot tell just when this examination will be made, but our examiner will try to contact you at the time he makes the examination so that you may show him the system.

Field examinations must be done while the system is in operation. For this reason we concentrate on irrigation permits during the summer months and do examinations on permits for other uses during the non-irrigating months.

If you have any questions regarding the field examination, please contact our office.

Very truly yours,

Lloyd Payne
Clerk

MICROFILMED
MAR 27 1998

Rita

RECEIVED

Form 235-1
4/88

AUG 31 1988

Drilling Permit No. 37-88-5-149
Water Permit No. 37-8409
Injection Permit No. _____

RECEIVED

Department of Water Resources
Southern Region Office

OCT 4 1988

State of Idaho
Department of Water Resources

DRILLING PERMIT

Department of Water Resources
Southern Region Office

(Authorizing Construction of a Well)

2148 4th Ave East

RECEIVED

83301

OCT 28 1988

1. Applicant John Chapman
2. Address P.O. Box 2898 Department of Water Resources
Boise IDAHO Telephone 788-2876

☒ Well Owner () Well Operator () Other, specify _____
3. Proposed well location SE 1/4 SW 1/4, or Gov't lot No. _____,
Sec. 33, Twp. 3N, Rge. 18E, County Blaine,
Lot, block and subdivision _____

4. Proposed use of well: (Check all that apply)

() Domestic () Stockwater () Monitoring
() Irrigation () Industrial () Municipal
() Injection ☒ Other, Specify Commercial - Wholesale plant
nursery landscaping business

5. Well construction information:

☒ New well () Deepen () Replace

Proposed surface diameter 8 Maximum depth 150
Anticipated bottom hole temperature: _____

☒ 85°F or less (Cold water well)
() 85°F to 212°F (Low temp. geothermal well)
() 212°F or more (Geothermal well)

6. Anticipated construction start date Sept 15, 1988

7. Well Driller (if known) WOOD RIVER DRILLING AND PUMP 265

Address BOX 1165 788-3163
HAILEY, IDAHO 83333

8. Applicant's signature [Signature] for John Chapman

Title Agent MICROFILMED

Date Aug 25 1988 AUG 26 1988

* After other pre-requisite approvals have been obtained.

* Fee is \$10 for single family domestic. Other uses may be \$100, \$50 or \$10.

Please send copy to driller

LAW
C. BEN MAE
JOHN S. CHAPMAN
W. ANTHONY
F. A. ...

ACTION OF IDWR

(☒) Approved () Denied

The approval of this permit authorizes the construction of a well as described on this application subject to the conditions on this permit.

GENERAL CONDITIONS:

1. The well must be constructed in compliance with the applicable statutes, specific conditions of approval shown on the water right permit, injection well permit, transfer or amendment and the rules and regulations of the Department for water appropriation, injection wells and well construction standards.
2. This drilling permit is valid for two (2) months from its date of issuance for the start of construction and is valid for one (1) year from the date of issuance for completion of the well unless an extension has been granted.
3. This permit does not constitute the approval of the District Health Department or the Idaho Department of Health and Welfare which may be required before construction of this well.
4. The well shall be constructed by a driller currently licensed in the State of Idaho who must maintain a copy of the drilling permit at the drilling site.
5. Issuance of this drilling permit does not authorize trespass on the land of another party.
6. This permit does not constitute other local, county, state or federal approvals which may be required for construction of a well.
7. This drilling permit does not represent a right to divert and use the water of the State of Idaho.

SPECIFIC CONDITIONS:

This drilling permit does not authorize the diversion and use of water from the well.

Dated this 27 day of October, 1988.

Signed

Title

Loren D. Hulme
Southern Region Mgr.

Received by M. Baldwin

Fee 100.00

Date 10/27/88

AUG 22 1989

Receipt No. 500 3301

Construction start extension to

Extension approved by

LAWYERS

C. BEN MARTIN
JOHN S. CHAPMAN
W. ANTHONY PARK
F. MICHAEL BURKETT
PATRICK D. COSTELLO
J. F. MARTIN (1893-1967)

**MARTIN
CHAPMAN
PARK &
BURKETT**

STATEHOUSE CENTER BUILDING • (208) 343-6485 • P.O. BOX 2698 • 775 N. 8TH ST. • BOISE, IDAHO 83701

RECEIVED

September 28, 1988

OCT 28 1988

RECEIVED

Department of Water Resources

OCT 4 1988

State of Idaho
Department of Water Resources
2148 4th Avenue East
Twin Falls, ID 83301

Department of Water Resources
Southern Region Office

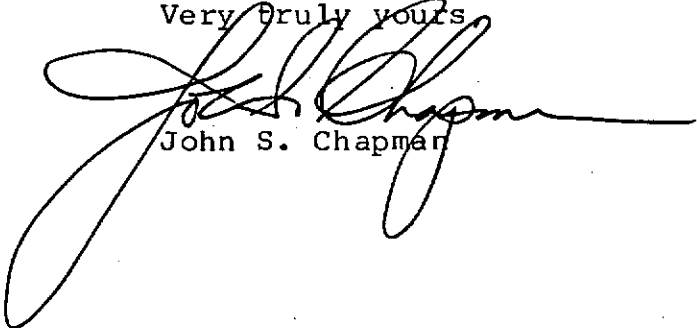
Dear Sir:

Enclosed herewith find an application for a groundwater permit to appropriate waters in Blaine County, State of Idaho. Also find a request for a well-drilling permit. This well is for commercial purposes for a wholesale landscaping company.

It is essential that the well-drilling permit be granted immediately so that the well can be dug pending the necessary public notices being published for the water right application.

Thank you very much for expediting this well-drilling permit.

Very truly yours,


John S. Chapman

JSC:mc

Encs.

RECEIVED

AUG 22 1988

1/88

PROOF OF BENEFICIAL USE

ANALYSIS SHEET

Permit No. 37-08409

Date: 8/2/87

General Considerations:

Y Name same as permit
Y Signature the same as permit holder
Y Address change _____ If yes, prepare a data entry
Y Proof received timely
N Reinstated

Source of Water:

N Surface water
Y Groundwater
Y 1. well log in file
N 2. drilling permit
N/A A. amount of drilling fee paid for proposed uses

Extent of Use and Rate of Diversion:

Y Rate of diversion appropriate for uses
Y Is rate or volume and fee appropriate?
Y Has permit holder indicated when water was first put to a beneficial use?

Measuring Device:

N/A Is a measuring device or access port required?
N/A Has one been installed?
N/A Waiver or modification of measuring device requested

Remarks:

Proof Acceptable

Priority Calculation:

Date proof received	_____	_____
Date proof due	_____	-
No. of days late	_____	=
Priority date	_____	+
NEW PRIORITY DATE	_____	=

SEND FILES TO DATA ENTRY AND THEN TO MICROFILM

[Signature]

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.

[illegible]

S T A T E O F I D A H O
D E P A R T M E N T O F W A T E R R E S O U R C E S

Statehouse
Boise, Idaho 83720
(208) 334-7900
May 2, 1989

JOHN S. CHAPMAN
P.O. BOX 2898
BOISE, ID 83701

P E R M I T A P P R O V A L N O T I C E

RE: PERMIT NO. 37-08409

Dear Permit Holder:

Enclosed is a copy of your approved application for permit. We direct your attention to the conditions of approval on the final page.

You should be aware that the groundwater you propose to divert is located within a drainage basin where surface waters are regulated during the months of low flow. It is possible that diversion of groundwater may have an adverse impact on these surface water flows. Information available to us at this time does not warrant refusing to issue permits in your area, but we do caution that diversions of groundwater are not allowed to deplete flows available for surface water users with earlier priority dates. Siting your well as far from surface sources as possible and casing out upper water producing zones may reduce the potential of interference.

Section 42-235, Idaho Code, requires that a "drilling permit" must be obtained from the department for all wells constructed after July 1, 1987. A drilling permit is a separate permit that must be issued in addition to your permit to appropriate water. Commencement of well construction or diversion of water under your permit to appropriate water is prohibited unless a drilling permit is obtained.

We have enclosed a form entitled "Instructions for Proof of Beneficial Use". Please read the instructions carefully since you must take further action to develop this permit. Also

MICROFILMED

AUG 22 1989



enclosed for your convenience is a form entitled "Proof of Beneficial Use" that must be submitted to the Department when your project is completed.

Sincerely,

GARY SPACKMAN, Supervisor
Water Right Permits Section

GS: SC
Enclosures

MICROFILMED

AUG 22 1989

Chapman, John S.

Form No. 202a
4/87

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT ANALYSIS SHEET

INITIAL REVIEW BY JS DATE 11/2/88 APPLICATION NUMBER 37-08409

REQUIRED INFORMATION

- ☒ Name (If applicant is a corporation or partnership, names must be provided for the director, officers, & other partners.)
- ☒ Address
- ☒ Source (See USGS Quad for names of water sources)
- ☒ Point of Diversion (10 acres for spring, lot & block descriptions for subdivisions, local name, flow and/or volume)
- ☒ County
- ☒ Quantity (flow and/or volume) 1.1 cfs / 700 ft² of potato plants?
- ☒ Period of Use
- ☒ Nature of proposed use (Include description of use.)
- ☒ Description of diverting works
- ☒ Time required for beneficial use of water
- ☒ Place of use or acres irrigated
- ☒ Map
- ☒ Signature (If applicant is corp. partnership, or municipality, title of signator is required)
- ☒ Fee - Rec'd 10/20/88
- ☒ Yes ☐ No* In form to receipt

ADDITIONAL INFORMATION

- ☒ ☐ Overlapping place of use (Describe source & relationship to present application on the back.)
- ☒ ☐ Overlapping point of diversion
- ☐ Yes ☒ No Field check required
- ☐ Yes ☒ No Field check by _____
- ☐ Yes ☒ No Field report attached
- ☐ Yes ☒ No Critical groundwater area
- ☐ Yes ☒ No Groundwater management area
- ☐ Yes ☒ No Send dam safety information
- ☐ Yes ☒ No Send power requirement letter
- ☐ Yes ☒ No Send fish farm requirement letter
- ☐ Yes ☒ No Power residency affidavit
- ☐ Yes ☒ No Power efficiency form
- ☐ Yes ☐ No Within trustwater boundary (If yes, attach trust water supplementary analysis sheet.)
- ☐ Yes ☒ No Diversion greater than 5 cfs or 500 acre ft. (If yes, attach large diversion supplementary analysis sheet.)
- ☐ See reverse side for additional information

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT

Date Requested

RECEIVED
MAR 20 1989

Department of Water Resources

PROCESSING

☒ Yes ☐ No In form for advertising
☐ Yes ☒ No Statewide advertising
☒ Yes ☐ No Fee amount, receipt date & No. recorded on application

SEND COPIES TO

None

☐ Idaho Dept. of Health & Welfare ☐ U.S. BLM, District _____
☐ Idaho Dept. of Fish & Game, Region _____ ☐ U.S. Forest Service, Forest _____
☐ Idaho Dept. of Lands ☐ Water District # _____
☐ Adjudication Bureau Unit ☐ Other _____

FINAL REGIONAL PROCESSING REVIEW

☒ Yes ☐ No Affidavit of publication received
☒ Yes ☐ No Application published correctly. If not, record action taken.

☒ Yes ☐ No Publication dates & paper, recorded on application
☐ Yes ☒ No Protests received
Final date for protest _____
☐ Yes ☒ No Protests, dates, resolution of protest, recorded on application
☐ Yes ☒ No Recommendations attached
☐ Yes ☒ No Measuring device required
☐ Yes ☒ No Access port required
☒ Yes ☐ No Will water be delivered by watermaster? If yes, what Dist. 37
☐ Yes ☒ No Special conditions of approval or cover letter below. _____

☐ See below for additional information

Date of priority recommended ~~10/4/88~~ 11-30-88 (see memo of 10/25/88-kw)
By Laren D. Halmer Date 3/16/89

STATE OFFICE REVIEW

P05, P23 P16 46

☐ See below for additional information

By kW Date 4/13/89

ADDITIONAL INFORMATION

App. in TRUST area - DCMI - ok to process

12-Jan-1989

John S. Chapman
P.O. Box 2898
Boise, ID 83701

Re: Application for Permit No. 37-08409

Dear Applicant (s):

The Department of Water Resources acknowledges receipt of your water right application for permit. The application has been assigned the above referenced identification number. Please refer to this number in all further correspondence.

This office will be advertising the application in the Wood River Journal on 1/18 & 1/25/89. A period of ten days following the second publication will be allowed for the submittal of protests.

If the application is protested you will be sent a copy of the protest. The protest must be resolved before the application is approved or denied. If the protest is not resolved voluntarily, this Department will conduct a conference and/or hearing on the matter.

If the application is not protested, it will be forwarded to our State Office in about five weeks. State office personnel will conduct a complete review prior to final processing of the application and will notify you of the outcome of this review. When a permit is issued, you will be sent a copy. A typical processing time for an unprotested application is about eight weeks.

Please feel free to contact this office if you have any questions regarding this procedure.

Very truly yours,

James E. Stanton
Sr. Water Resource Agent

JS:MB

RECEIVED

AUG 22 1989

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Southern Region
2148 4th Avenue East
Twin Falls, ID 83301
(208)734-3578

JANUARY 10, 1989

WOOD RIVER JOURNAL
P.O. BOX 988
HAILEY, ID 83333

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. 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. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before FEBRUARY 6, 1989.

Yours truly,

Mary Baldwin
Secretary/Office Coordinator

Enclosure

MicroFILMED

AUG 22 1989

NOTICE OF APPLICATION FOR WATER RIGHT

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

37-08409

CHAPMAN, JOHN S.
P.O. BOX 2898
BOISE, ID 83701

Source: GROUNDWATER

Diversion Pt: SESW Sec 33 T 03N R 18E

Use: COMMERCIAL (.100 CFS)

Date Filed: 10/04/1988

In: T03N R18E S33 SWSW SESW

The permit(s) will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec. 42-203A, Idaho Code and/or the new public interest criteria of Sec. 42-203C, Idaho Code. Protests must be filed with the Director, Dept. of Water Resources, 2148 4th Avenue East, Twin Falls, Idaho 83301 on or before FEBRUARY 6, 1989.

R. Keith Higginson, Director

Published 1/18/1989 & 1/25/1989

MICROFILMED

AUG 22 1989

DATE 11/30/88

37-08409

FROM Mary-Southern

TO Ranae Sanders
State Office

SUBJECT Refund to John Chapman

Enclosed please find 2 copies of Receipt No. S004077 for \$45.00. Mr. Chapman's filing fee was for \$30.00. Would you please refund \$15.00 to Mr. Chapman at the following address:

John S. Chapman
P.O. Box 2898
Boise, ID 83701

Thanks!

SIGNATURE

Mary Baldwin, Secretary

MICROFILMED

AUG 24 1989

INTER-DEPARTMENT MEMO — 1

FROM *LH* -

DATE 10/25/88

TO File - John Chapman Application.

SUBJECT Proposed use, Expedited Well Permit.

I was contacted by Phone by Pat Costello, Attorney for John Chapman about Processing the application.

I advised him that no filing fee had been sent for
the water right application & I questioned him about the nature & extent of the Proposed Commercial use.

He advised me that the water is **MICROFILMED** to supply a nursery - Primarily to water Potted Plants, stated for Sale in a 300 sq.-ft. (approx) Building.

delay
prior
due
to
this
r.

AUG 24 1989

SIGNATURE

37-08409

LAWYERS

C. BEN MARTIN
JOHN S. CHAPMAN
W. ANTHONY PARK
F. MICHAEL BURKETT
PATRICK D. COSTELLO
J. F. MARTIN (1893-1967)

**MARTIN
CHAPMAN
PARK &
BURKETT**

STATEHOUSE CENTER BUILDING • (208) 343-6485 • P.O. BOX 2898 • 775 N. 8TH ST. • BOISE, IDAHO 83701

September 28, 1988

RECEIVED

OCT 4 1988

State of Idaho
Department of Water Resources
2148 4th Avenue East
Twin Falls, ID 83301

Department of Water Resources
Southern Region Office

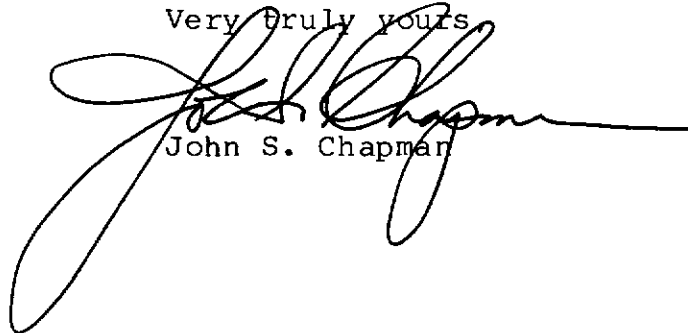
Dear Sir:

Enclosed herewith find an application for a groundwater permit to appropriate waters in Blaine County, State of Idaho. Also find a request for a well-drilling permit. This well is for commercial purposes for a wholesale landscaping company.

It is essential that the well-drilling permit be granted immediately so that the well can be dug pending the necessary public notices being published for the water right application.

Thank you very much for expediting this well-drilling permit.

Very truly yours


John S. Chapman

JSC:mc

Encs.

MICROFILMED

AUG 22 1989

37-08409

RECEIVED

Form 235-1
4/88

AUG 31 1988

Drilling Permit No. 37-88-5-149
Water Permit No. 37-08409
Injection Permit No. _____

RECEIVED

Department of Water Resources
Southern Region Office

OCT 4 1988

State of Idaho
Department of Water Resources

2148 4th Ave East
Twin Falls Idaho
83301

DRILLING PERMIT

Department of Water Resources
Southern Region Office

(Authorizing Construction of a Well)*

1. Applicant John Chapman
2. Address P.O. Box 2898
Boise Idaho Telephone 788-2876

☒ Well Owner () Well Operator () Other, specify _____

3. Proposed well location SE 1/4 SW 1/4, or Gov't lot No. _____,
Sec. 33, Twp. 3N, Rge. 18E, County Blaine,
Lot, block and subdivision _____

4. Proposed use of well: (Check all that apply)

☐ Domestic () Stockwater () Monitoring
() Irrigation () Industrial () Municipal
() Injection ☒ Other, Specify Commercial - Wholesale plant
nursery landscaping business

5. Well construction information:

☒ New well () Deepen () Replace

Proposed surface diameter 8 Maximum depth 150
Anticipated bottom hole temperature: _____

☒ 85°F or less (Cold water well)
() 85°F to 212°F (Low temp. geothermal well)
() 212°F or more (Geothermal well)

6. Anticipated construction start date Sept. 15, 1988

7. Well Driller (if known) WOOD RIVER DRILLING AND PUMP
Box 1165 788-3163
Address HAILEY, IDAHO 83333

8. Applicant's signature [Signature] (a John Chapman)

Title Agent

Date Aug 25 1988

AUG 22 1989

* After other pre-requisite approvals have been obtained.

* Fee is \$10 for single family domestic. Other uses may be \$100, \$50 or \$10.

Please send copy to driller

ACTION OF IDWR

(☒) Approved () Denied

The approval of this permit authorizes the construction of a well as described on this application subject to the conditions on this permit.

GENERAL CONDITIONS:

1. The well must be constructed in compliance with the applicable statutes, specific conditions of approval shown on the water right permit, injection well permit, transfer or amendment and the rules and regulations of the Department for water appropriation, injection wells and well construction standards.
2. This drilling permit is valid for two (2) months from its date of issuance for the start of construction and is valid for one (1) year from the date of issuance for completion of the well unless an extension has been granted.
3. This permit does not constitute the approval of the District Health Department or the Idaho Department of Health and Welfare which may be required before construction of this well.
4. The well shall be constructed by a driller currently licensed in the State of Idaho who must maintain a copy of the drilling permit at the drilling site.
5. Issuance of this drilling permit does not authorize trespass on the land of another party.
6. This permit does not constitute other local, county, state or federal approvals which may be required for construction of a well.
7. This drilling permit does not represent a right to divert and use the water of the State of Idaho.

SPECIFIC CONDITIONS:

This drilling permit does not authorize the diversion and use of water from the well.

Dated this 27 day of October, 1988.

Signed

Title

Larry D. Hulme
Southern Region Mgr.

Received by

M. Baldwin

Fee

00.00

Date

10/27/88

Receipt No.

500 3301

Construction start extension to

Extension approved by

MICROFILMED

AUG 22 1989

STAFF ANALYSIS SUPPLEMENT

1) Water District None Basin # 37-

2) Local description (of one P/D)

☐

At the above street address

☐ miles N/S and miles E/W

of

(City center or numbered highway intersection)

☒3 miles NW of Harley

(Travel directions from city center or highway intersection)

IDENT. NO. 37-08409

WATER RIGHT
DATA ENTRY LOG

[illegible]