

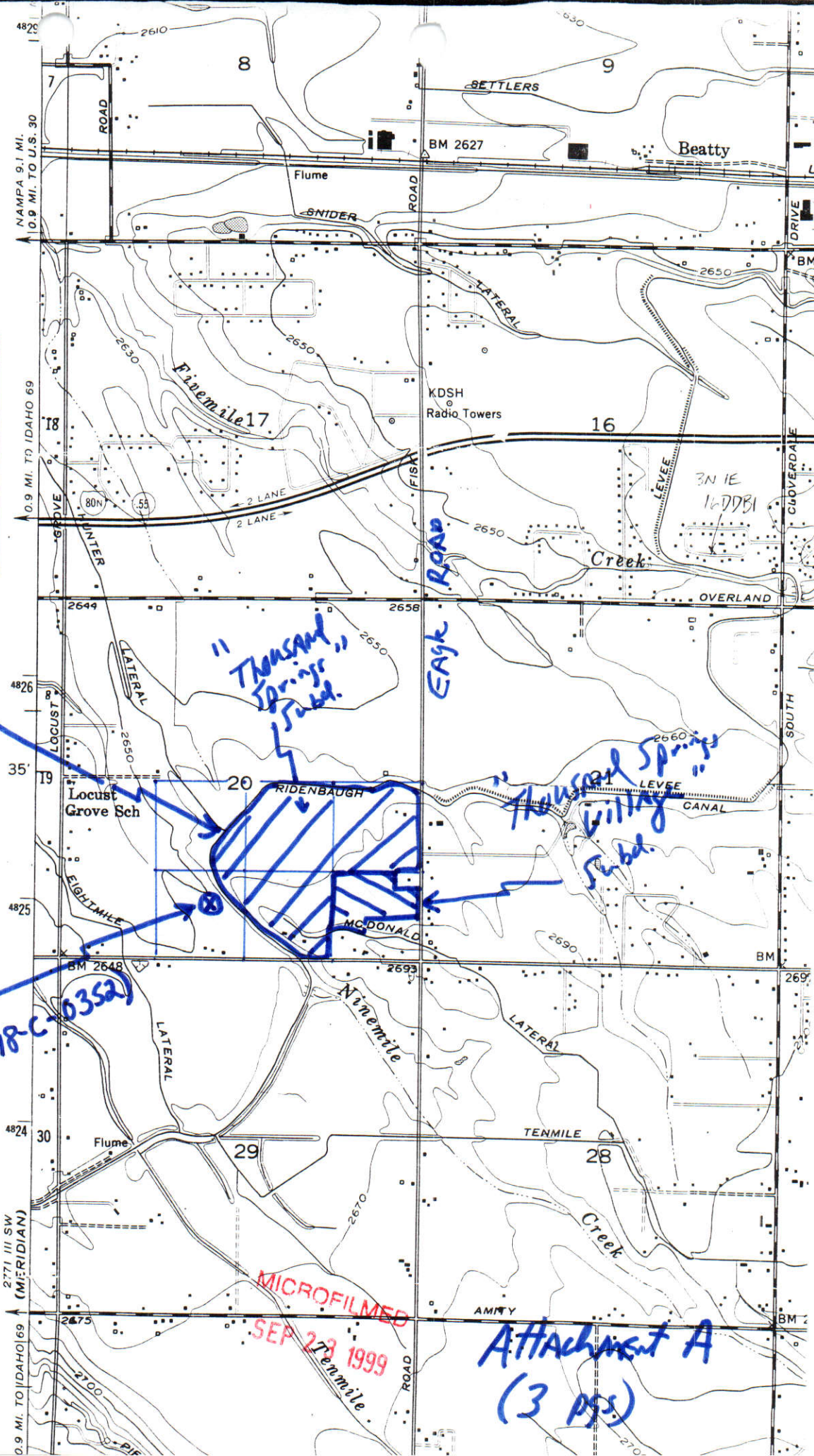
3N 1E
S. 20
No gov't lotr
-SL 4/26/99

Proposal place
of use - 2
Subdivisions

Existing
Sherbrooke
well (63-98C-0352)

Historical Pln
63-05041 is
W 1/2 SE 1/4

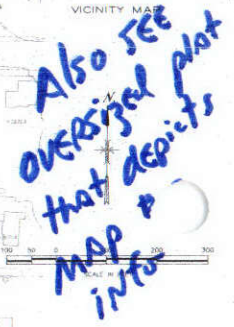
MAP # 1 of 3



MICROFILMED
SEP 23 1999

Attachment A
(3 pgs)

map # 2 of 3



Phase
Plan
11/12/98

MAP #3
Applies
to
this
AREA in
SESE

-MAP shows
Thousand Sp. Subl.

A3

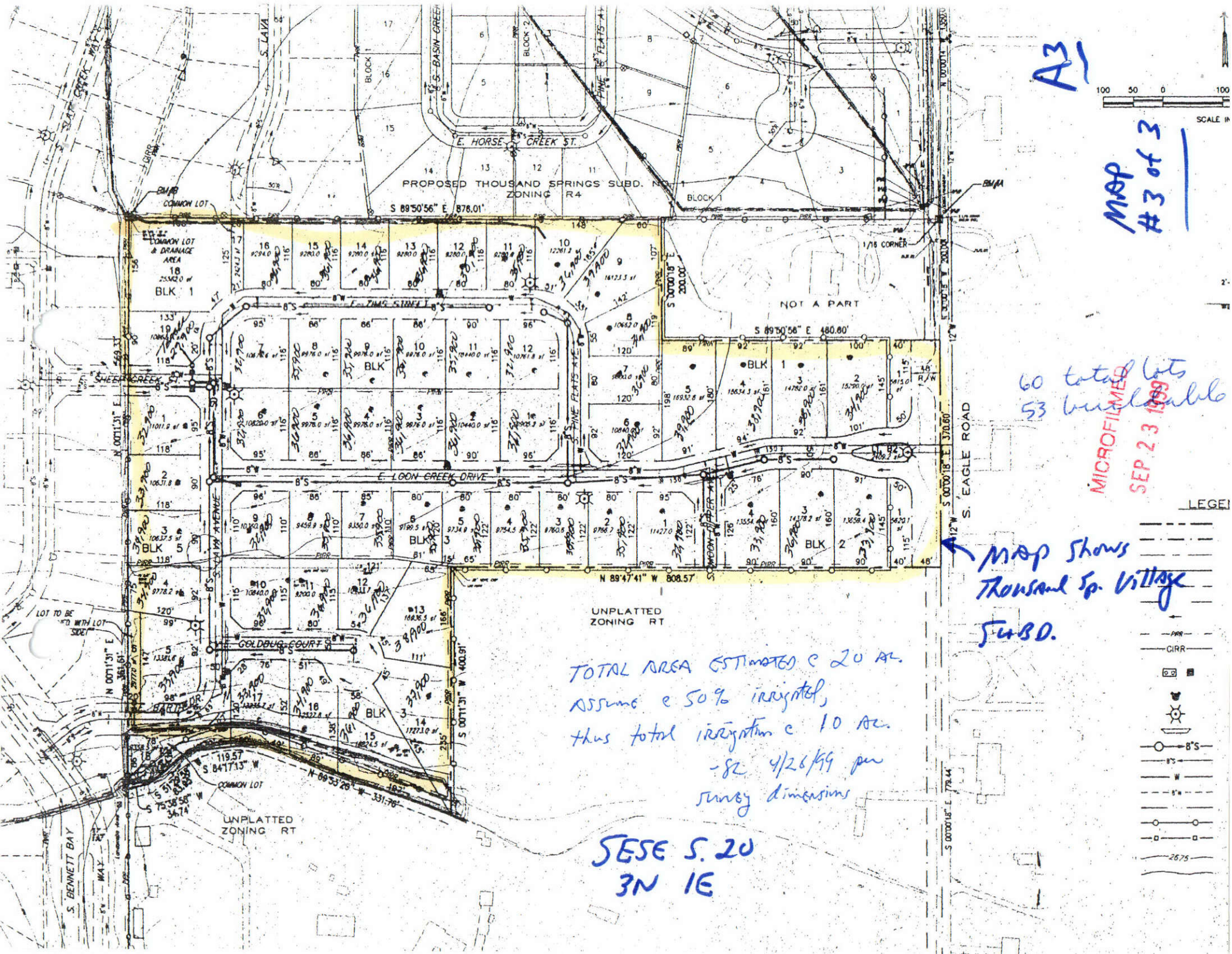
MAP
#3 of 3

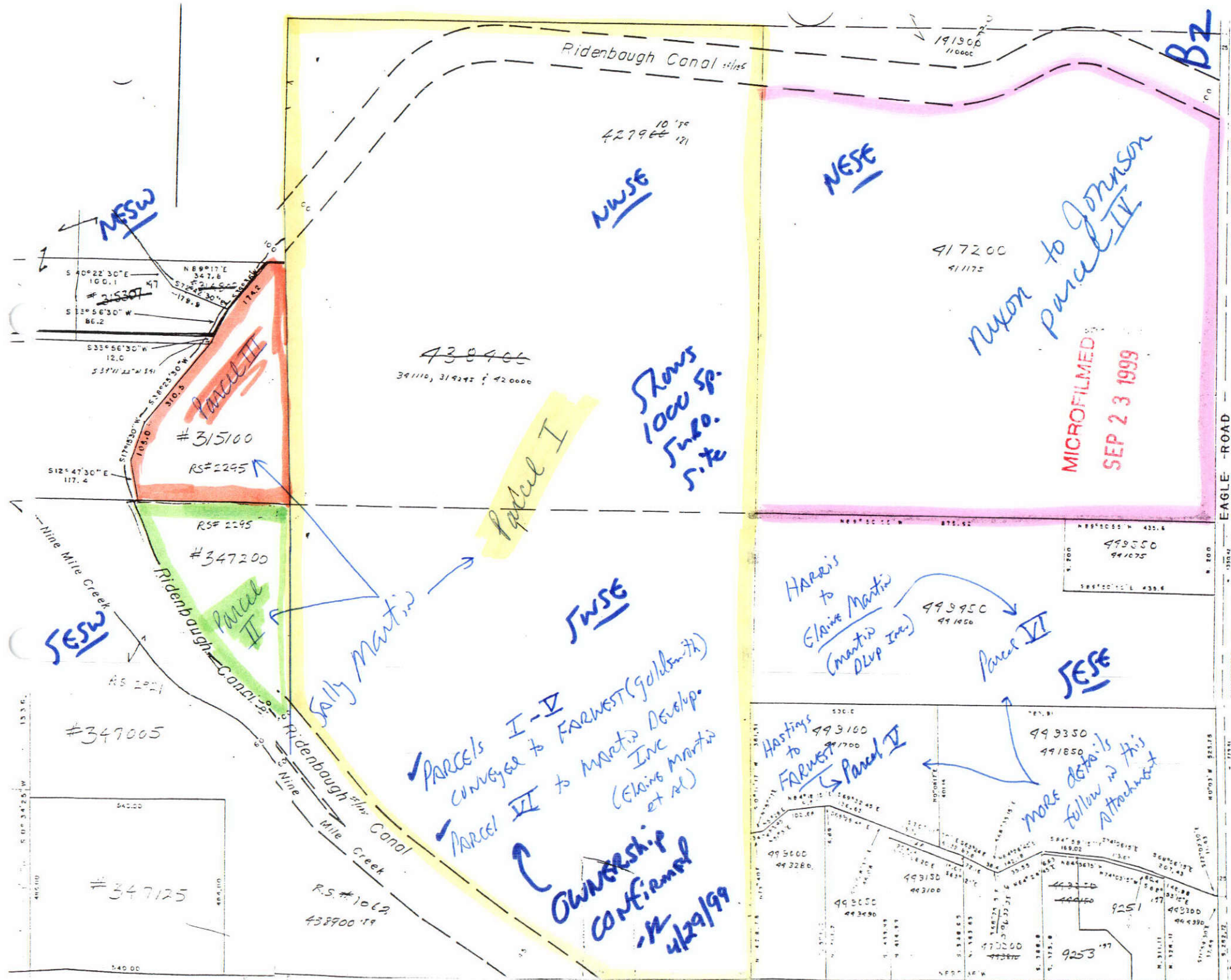
60 total lots
53 buildable
MICROFILMED
SEP 23 1999

Map shows
Thousand Sp. Village
SUBD.

TOTAL AREA ESTIMATED c 20 AC.
Assume c 50% irrigated,
thus total irrigation c 10 AC.
-sc 4/26/99 per
survey dimensions

SESE S. 20
3N 1E





Sec 20 3N 1E SE SE

EAGLE ROAD

83

499950
491950

Parcel II

Stems
1000 Sp. Village
Subd. site

499100
491700

Parcel I

SESE

499350
491850

479000
493280

499050
493490

499150
493100

479200
493870

499150
493150

9251

9253

113

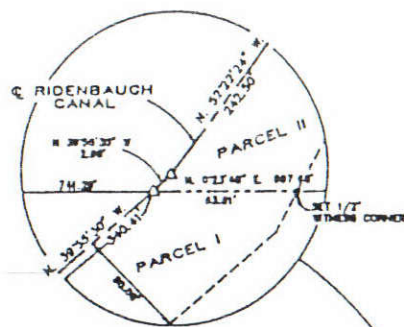
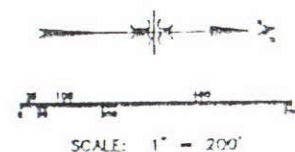
MICROFILMED
SEP 23 1999

S.E. CORNER
SEC. 20

B12

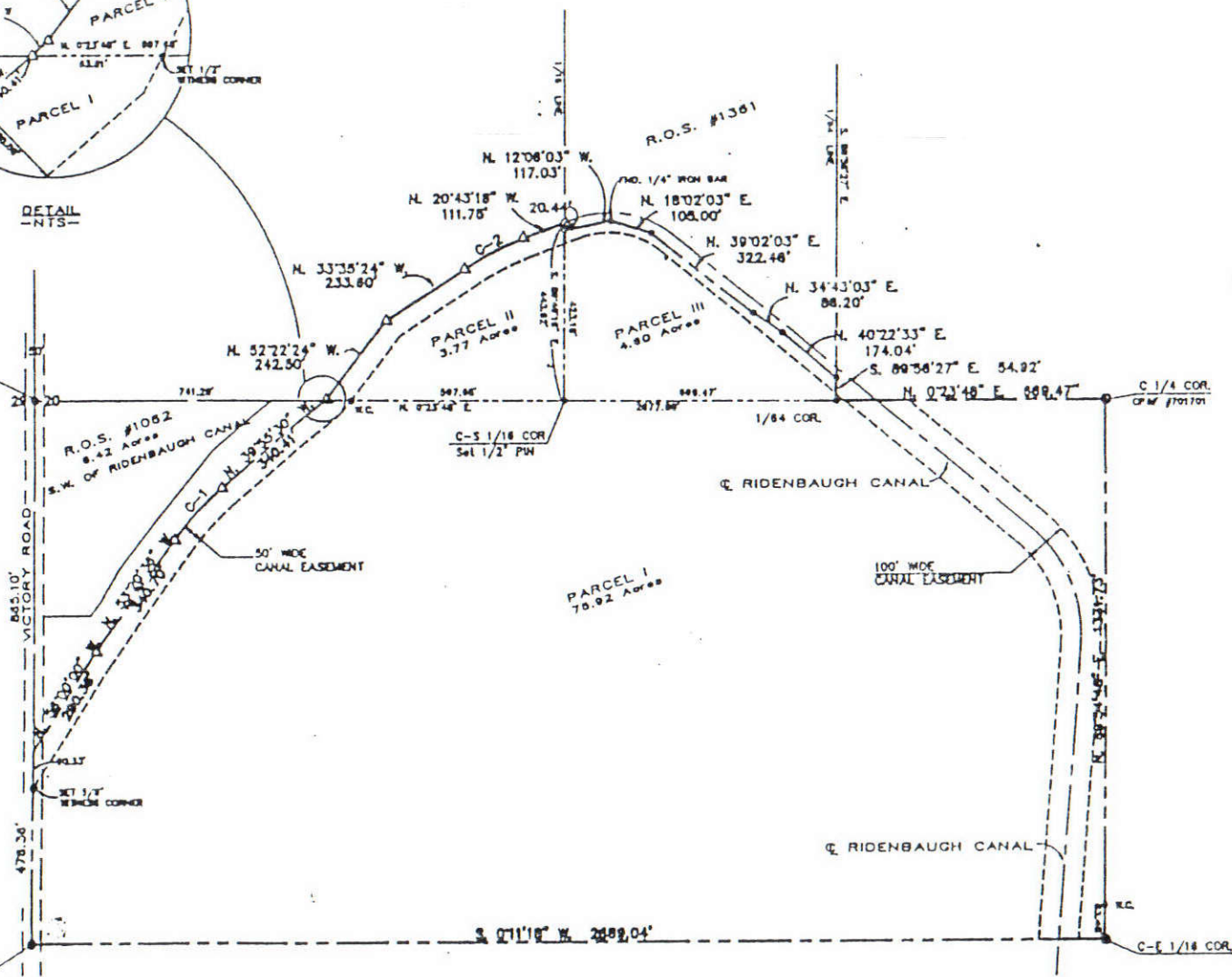
ADA COUNTY ASSESSOR'S OFFICE

RECORD OF SURVEY FOR
SALLY MARTIN
 LOCATED IN THE S 1/2 OF SECTION 20,
 T.3N., R.1E., B.M.,
 ADA COUNTY, IDAHO
 •HUBBLE ENGINEERING, INC. •
 BOISE, IDAHO



- LEGEND**
- FOUND ALUMINUM CAP
 - FOUND BRASS CAP
 - FOUND 5/8" IRON PIN
 - FOUND 1/2" IRON PIN
 - SET 5/8" x 30" IRON PIN
 - SET 1/2" x 24" IRON PIN
 - △ CALCULATED POINT
 - PARCEL LINE
 - PROPERTY BOUNDARY LINE
 - EASEMENT BOUNDARY
 - CANAL

MICROFILMED
 SEP 23 1999



CERTIFICATE OF SURVEYOR

I, D. Terry Pugh, do hereby certify that I am a Registered Land Surveyor, Licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, and that this map is an accurate representation of said survey, and is in conformity with the Corner Legislation and Field Act, Idaho Code 58-1001 through 58-1012.



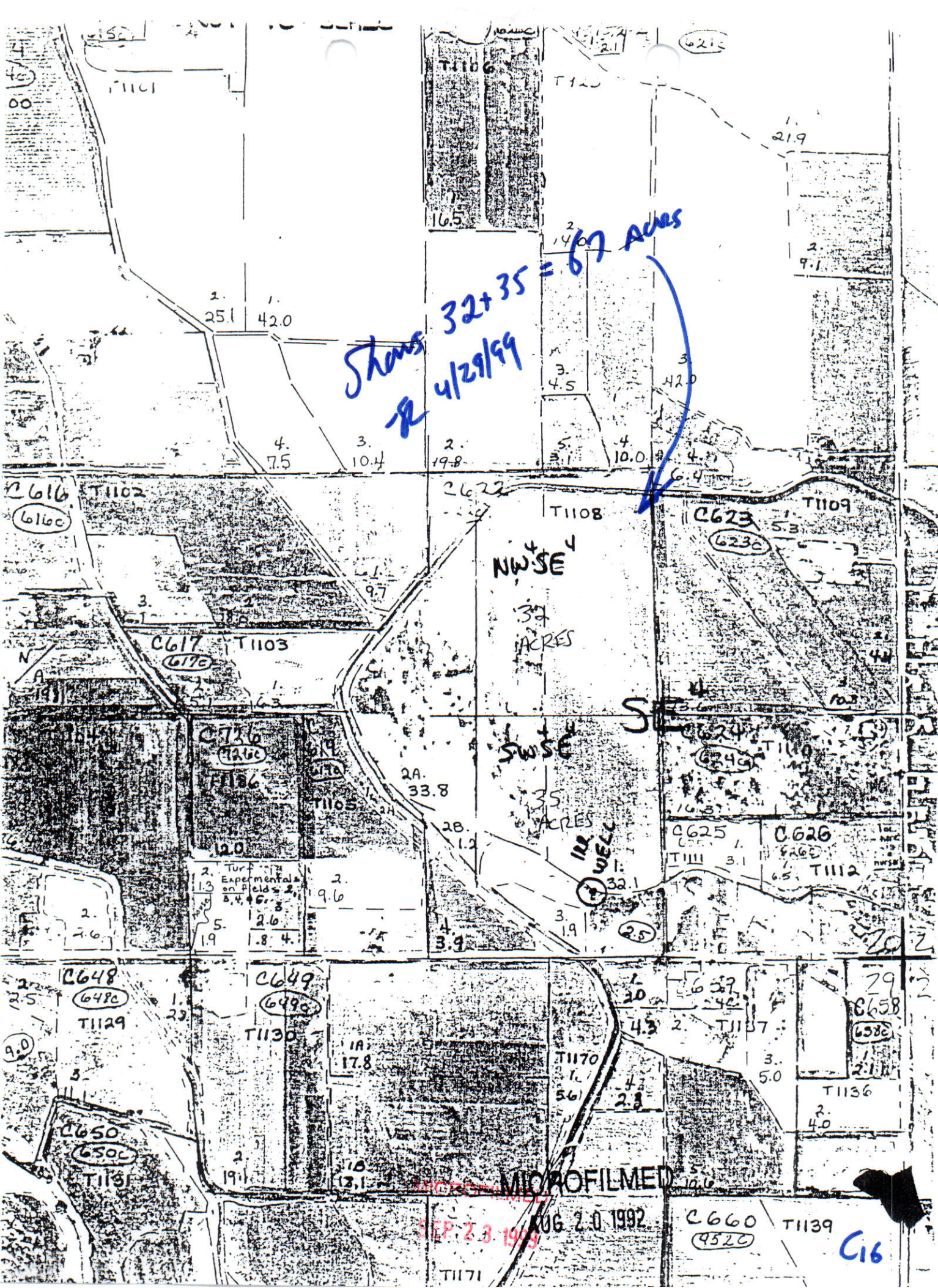
D. Terry Pugh, Inc. License No. 4431

C/10

CURVE DATA

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C-1	790.00'	127°21'	178.74'		178.62'	S. 54°29'04" E.
C-2	790.00'	127°21'	178.74'		178.62'	N. 47°00'34" E.

POST. NO. _____
 STATE OF IDAHO, COUNTY OF ADA, SS.
 FILED FOR RECORD AT THE REQUEST OF HUBBLE ENGINEERING, INC.,
 WPM. PAST _____ O'CLOCK _____ M. THIS _____ DAY OF _____, 19____
 J. DAVID HAYWARD, RECORDER
 BY _____ DEPUTY
 FILE # _____



Shows 32+35 = 67 Acres
4/29/99

NW SE
32
ACRES

SW SE
35
ACRES

IN WELL

MICROFILMED

SEP 23 1992

AG 3-05041

C16



This Attachment shows
plan 1994-1994,
contains irrigation
1959

3N 16 S. 20
W 1/2 SE 1/4
1994 IR photo
MICROFILME
1995 pattern
SEP 23 1999

Attachment E
(5 pgs)

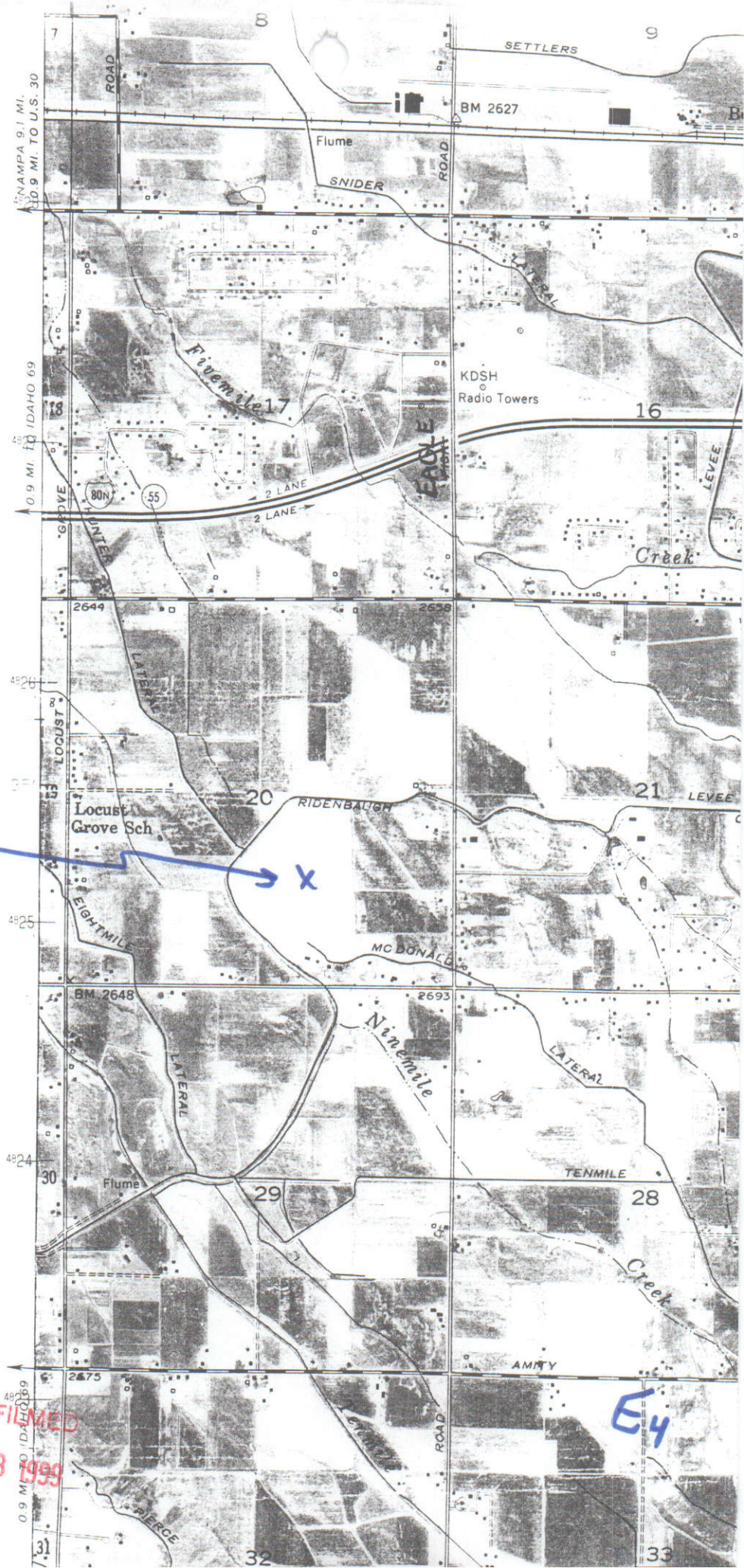


3N 1E S. 20 W 1/2 SE 1/4
irrig. pattern

7/1982 3 MAPP X58 NW
1999

E2

48
MICROFILMED
SEP 23 1999
FBI/DOJ



1959 ET-119

7.3
7.5
Hwy
3.9
3.8
3.9
3.7
3.8
3.7
3.8
3.7

5560

5510

5540

20

5560

3W
1E
5.20
with 5644

EAGLE ROAD

5540

RECEIVED
SEP 23 1959

EE



Photo of 63-05041 (is A63-16323 pld change?)
Well. From Farwest (Kin K.) in the 3/29/99 letter.

MICROFILMED
SEP 23 1999

B. 2 of 2
D2

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.

20

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

(W_{1/2}) S_{1/2} of SE_{1/4} of SW_{1/4} of SE_{1/4} of S20

A63-05041

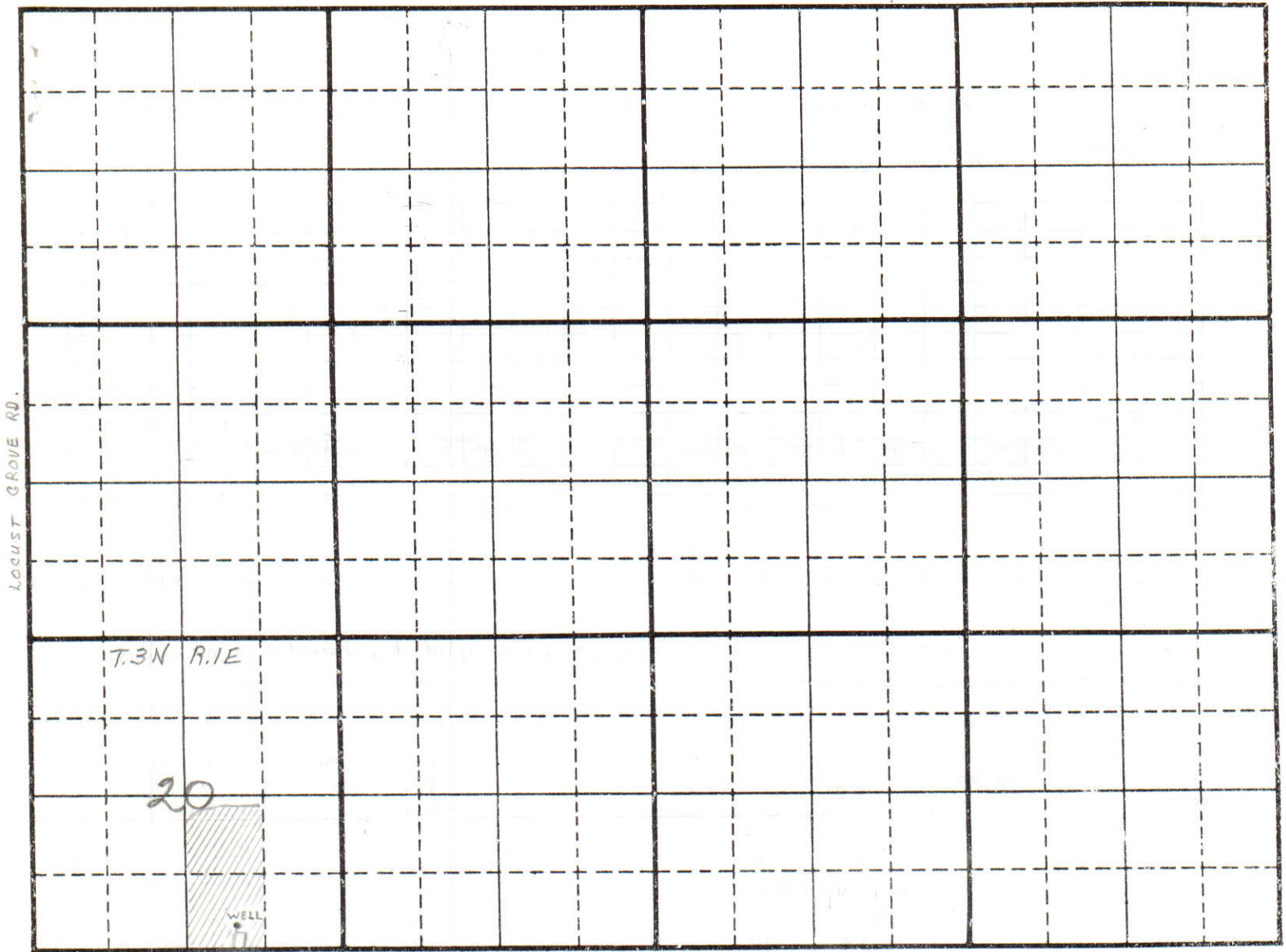
MICROFILMED

Aug 20 1992

MICROFILMED

SEP 23 1966

(8) Remarks This well is in addition to the domestic well.
The well is used to supplement water received from the irrigation district.



Scale: 2 inches equal 1 mile.

VICTORY RD.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of ADA) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 19th day of MAY, 1983.

Sally D. Martin
(Claimant)

Jacqueline Huffman
Notary Public
Residing at BOISE, IDAHO

My commission expires 01-13-86

FOR DEPARTMENT USE ONLY

Received by <u>JP</u>	Date <u>5/25/83</u>	Exception filed by:	Forwarded to	Date
Prelim. check by <u>625</u>	Date <u>5/25/83</u>		claimant by:	
\$30.00 fee received by <u>JP</u>	Date <u>5/25/83</u> #28880			
Published in <u>Idaho Statesman</u>				
Dates <u>6/30 & 7/7/83</u>				

The Idaho Statesman

VH

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

LEGAL ADVERTISING INVOICE

Account #	DTI#	Identification	Amount:
047628	60627	PROPOSED CHANGE OF WATER RIGHT, #5468	\$58.44
Ordered by:	P.O. #	Rate	Run Dates
SUE TAYLOR		NT	JUNE 17, 24, 1999
IDAHO DEPT. OF WATER RESOURCES WEST 2735 AIRPORT WAY BOISE, IDAHO 83705-5082			Number of Lines 42
			Affidavit 1
			Legal # 4324

LEGAL NOTICE NOTICE OF PROPOSED CHANGE OF RIGHT, TRANSFER NO. 5468

Notice is given that **FARWEST LLC/ MARTY GOLDSMITH** of 4550 W. State St., Boise ID 83703 have applied to the Department of Water Resources to change the Point of Diversion and Place of Use pursuant to I.C. § 42-222 for the following ground water irrigation right in T3N R1E S20, Ada County:

Statutory Claim #63-05041, priority 1-1-1958, 1.44 cfs diverted in SWSE to irrigate 71 acres in NWSE & SWSE. Stockwater use is also provided.

Claimed by Sally Martin as above in the current adjudication as no. A63-05041 but only for 67 acres.

PROPOSED CHANGE

Abandon existing well and divert from a newer existing well in SESW that was drilled for Sherbrooke Subdivision via a previous water right. Use water for supplemental lawn and common area irrigation in Thousand Springs and Thousand Springs Village Subdivisions in E 1/2-SW 1/4 and SE 1/4. Irrigate 67 acres in a 92 acre permissible place of use in which balance of lawn irrigation will be covered by Application for Permit No. 63-12535.

Any protest against approval of the proposed change must be filed with the Department of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705-5082, together with a protest fee of \$25 for each application on or before July 6, 1999. The protestant must also send a copy of the protest to the applicant.

Karl J. Dreher, Director

Pub. June 17, 24, 1999

4324

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

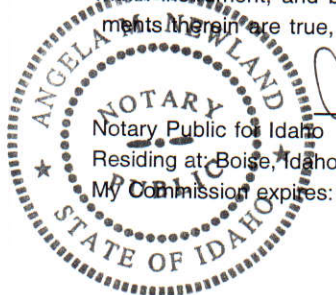
☒ consecutive weekly ☐ single
☐ consecutive daily ☐ odd skip
insertion(s)

beginning with the issue of: JUNE 17, 1999
and ending with the issue of: JUNE 24, 1999

Janice Hildreth

STATE OF IDAHO)
)ss
COUNTY OF ADA)

On this 24 day of JUNE in the year of 1999
before me, a Notary Public, personally appeared before me Janice Hildreth known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements herein are true, and acknowledged to me that she executed the same.



Angela M. Newland

RECEIVED
JUN 25 1999

WATER RESOURCES
WESTERN REGION

MICROFILMED
SEP 23 1999

[illegible]

☐ Original water right } disregard this
new water right } designation.

-MAP shows
Thousand Sp. Subd.

MAP #3
APPLIES
to
this
AREA in
SESE

PRE2 1 OF 1	THOUSAND SPRINGS SUBDIVISION PRELIMINARY PLAT		BRIGGS LAND & CATTLE CO., INC. 10228 - 1st St. N.E. Seattle, Wash. 98105
----------------	---	--	--

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5468
WATER RIGHT NO. 63-05041

This is to certify that: **FARWEST LLC**
C/O MARTY GOLDSMITH
4550 W STATE ST
BOISE ID 83703

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	03/15 to 11/15	1.34 CFS	301.5 AF

SOURCE

GROUNDWATER

Priority: 01/01/1958

LOCATION OF POINT(S) OF DIVERSION:

SESW , Sec. 20, Township 03N, Range 01E
ADA 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	01E	20	NESW 4	SESW 4	NESE 24	
			NWSE 25	SWSE 24	SESE 11	92
Total number of acres irrigated:						* 92

CONDITIONS OF APPROVAL AND REMARKS

1. 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.
2. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right and shall only divert groundwater under this right when water from the appurtenant surface water rights cannot be delivered to the right holder.
3. This right shall not be used if the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use.

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SEP 23 1999

TRANSFER NO. 5468
WATER RIGHT NO. 63-05041

CONDITIONS OF APPROVAL AND REMARKS

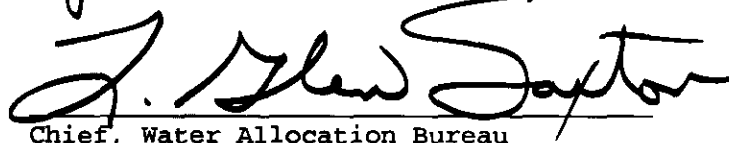
4. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
5. The right holder shall accomplish the change authorized by this transfer within five (5) years of the date of this 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. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
- * 8. Right 63-05041 is limited to the irrigation of 67.0 acres in the place of use described above in a single irrigation season.
9. Approval of Transfer 5468 does not confirm Claimed Right 63-05041.
10. Approval of Transfer 5465 does not grant any right-of-way or easement for use of a delivery system owned by person(s) other than the right owner.
11. The well previously used under Right 63-05041 shall be abandoned in a manner which complies with Department well abandonment rules.

Dated this 23rd day of

August

, 19

99



Chief, Water Allocation Bureau

MICROFILMED

SEP 23 1999

Page 1 of 6

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 5468

RECEIVED
AMENDED AP
AUG 14 1999

APPLICATION FOR TRANSFER OF WATER RIGHT

RECEIVED

MAY 13 1999

Department of Water Resources

Department of Water Resources

WATER RESOURCES
WESTERN REGION

Name of applicant Farwest LLC / Marty Goldsmith Phone 388-0181

Post Office address 4550 W. State St. Boise ID 83703

**WATER RESOURCES
WESTERN REGION**

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes Site being developed for 2 subdivisions: Thousand Springs & Thousand Springs Village. Propose to abandon old well & use existing Shearbrook well for supplemental irrigation. Balance of supplemental use to be provided from new Right from Shearbrook well. Rights to be conveyed to NMIO (primary irrigation provided).

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

1. Right Number 63-05041 Priority JAN. 1, 1958 Amount (cfs/ac-ft) 1.34 Nature of Use Irrig. Period of Use 3/15 to 11/15
2. Total amount of water being transferred 1.34 cubic feet per second and/or _____ acre-feet per annum
3. Source of water groundwater tributary to ~
4. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use: Limited to 67 acres/year in following PPOA *

[illegible]

Total acres

92 *

PART 1**6. General Information:**

a. Description of diversion system Pressurized irrig. system via well.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

NONE - Using this right on common areas & lands up to
limit of right. Use new right just on lands (1/2 acre or
less per home for new right). Continue to use primary
NMID on entire place.

d. Remarks:

Sherbrooke well drilled via 63-98-C-0352 for use in Sherbrooke
Schd. (63-12437). Original statutory claim use decreased from
21 to 67 acres per CESA records.

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____.

MICROFILMED

SEP 23 1999

WR0749NP
No. 63-05041

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 09/02/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	SALLY DIANE MARTIN 2680 E. VICTORY RD. MERIDIAN ID 83642	01/01/1958	IRRIGATION STOCKWATER	04/01 10/31 01/01 12/31	1.420 CFS 0.020 CFS	
TOTAL DIVERSION:					1.440 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: STATUTORY CLAIM

Point(s) of Diversion: T03N R01E S20 SWSE ADA County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE									
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM		
03N	01E	20	:																		
																		32	39	:	71.0
																		TOTAL ACRES		:	71.0

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

Pou County: ADA

Dates:	App. Received:	Priority Date:	01/01/1958
	Proof Due Date:	Proof Made Date:	
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:		

Misc: Water District Number: Field Exam Fee:

Audit: 07/05/83 05/01/88 CONVERT

Supplements NMIS water

MICROFILMED

SEP 23 1999

Page 3 of 6

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

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

N/A

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

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

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

MICROFILMED
SEP 23 1998

Total acres _____

3N 1E
S. 20
No gov't lotr
-SL 4/26/99

Proposed place
of use - 2
subdivisions

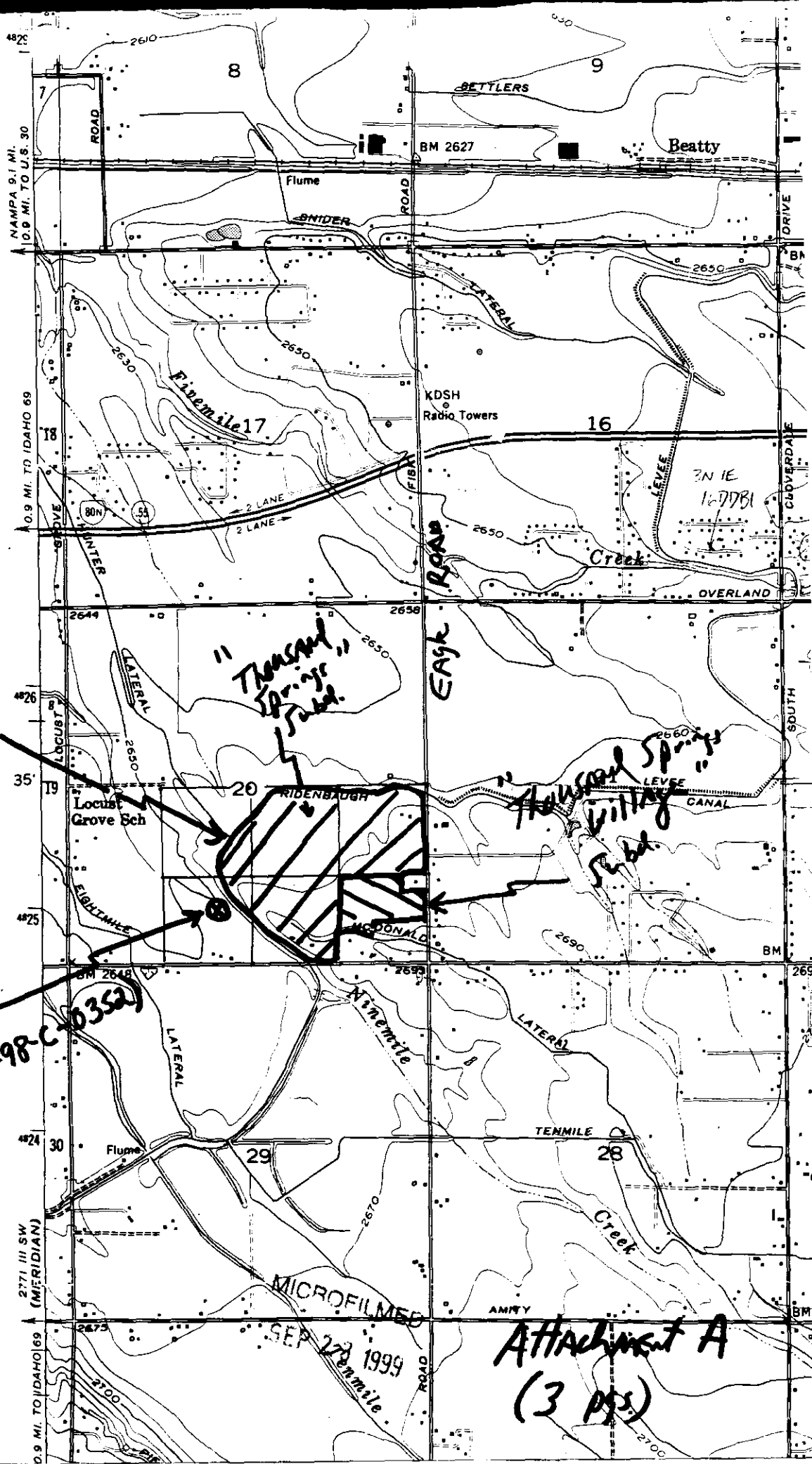
Existing
Shearbrook
well (63-98-C-0352)

Historical Plu
63-05041 is
W $\frac{1}{2}$ SE $\frac{1}{4}$

MAP # 1 of 3

ARMY

Attachment A
(3 pgs)



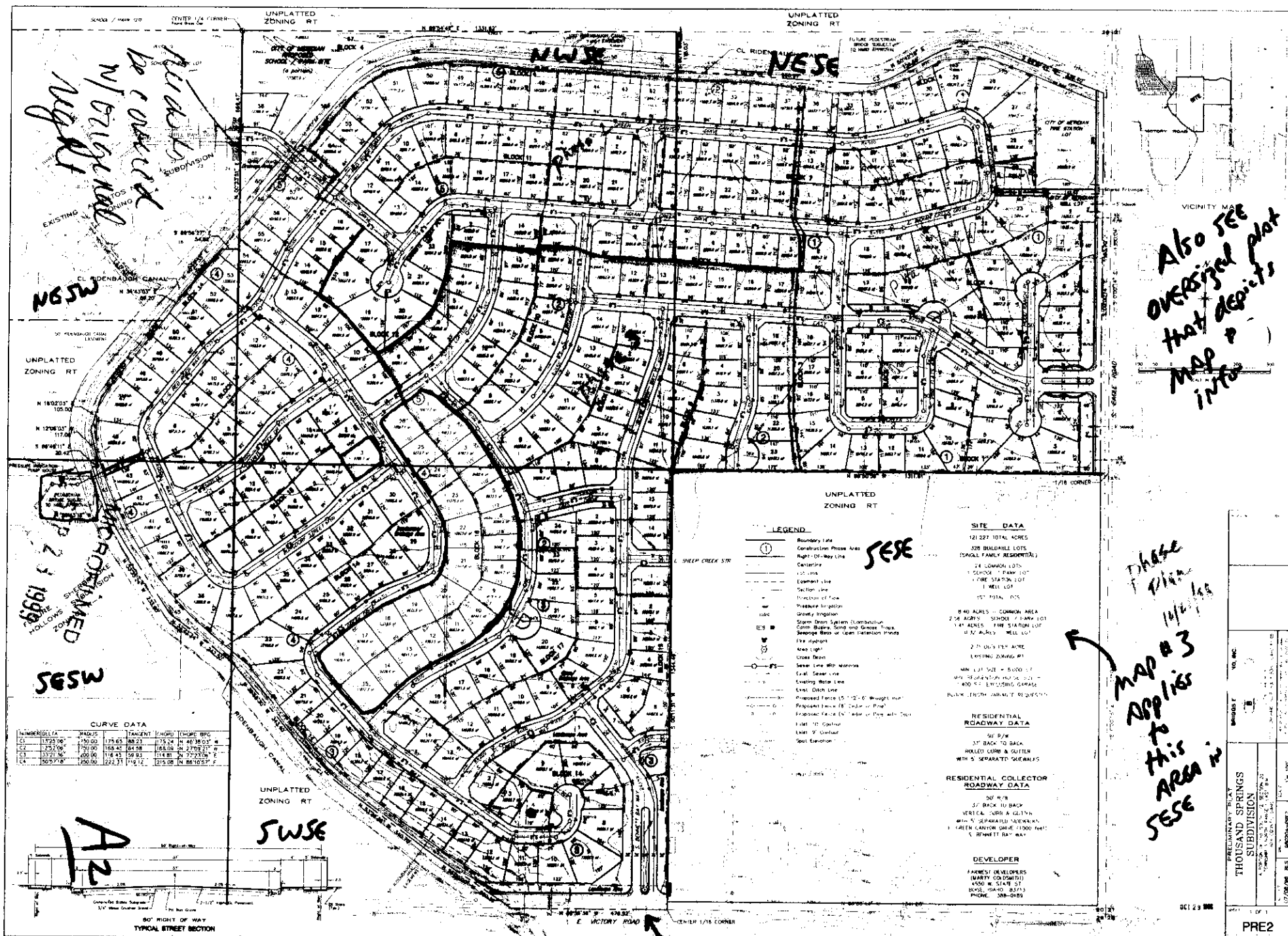
map # 2 of 3

[Handwritten:] No record
N/C original
[Stamp:] AUG 68
EXISTING
CL. BODENBORN CANAL
H. MURPHY
NSJW

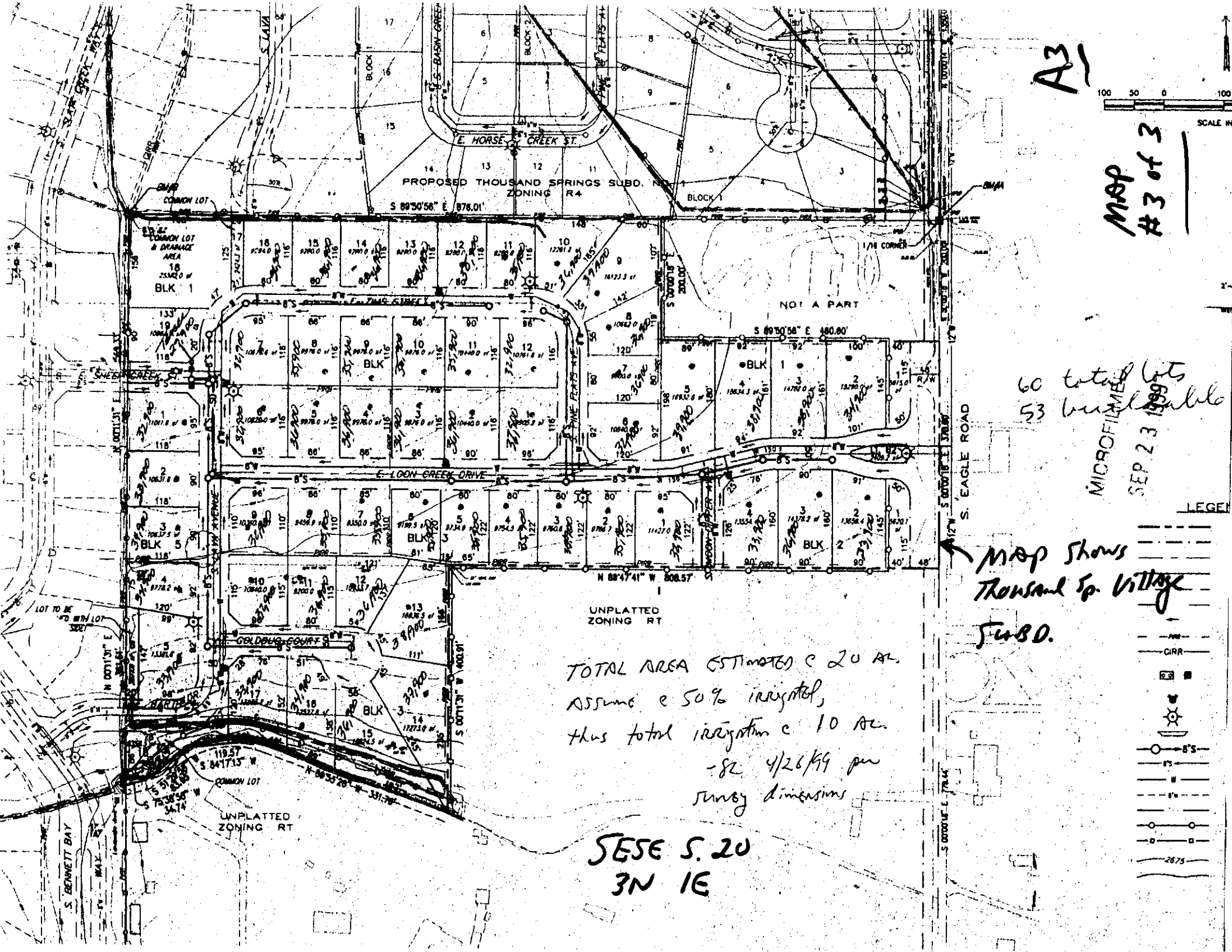
Also see oversized plot that depicts map info

Phase
Plan
14/1/68
MAP A3
Applies
to
this
AREA in
SESE

-MAP shows
Thousand Sp. Subl.



☐ Original water right } disregard this
new water right } designation.



A3

MAP
#3 of 3

60 total lots
53 buildable

MICROFILMED
SEP 23 1999

Map shows
Thousand Sp. Village
Subd.

TOTAL AREA ESTIMATED c 20 AC.
Assume c 50% irrigated,
thus total irrigation c 10 AC.
-82 4/26/99 per
survey dimensions

SESE S. 20
3N 1E



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 Attachment A for 3 maps

1) topo

2) Thousand Sp. plat (Farwest LLC)

3) Thousand Sp. Village plat (Martin Development INC.)

MICROFILMED
SEP 23 1999

PART 3

B. CHANGES IN NATURE OF USE *N/A*

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				to
				to

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

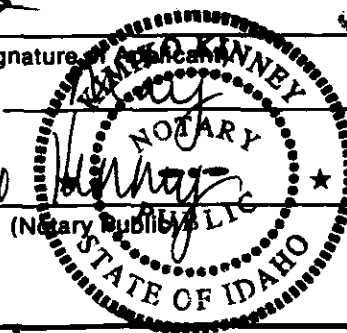
3. Describe effects on other water uses resulting from the proposed change:

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

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

Subscribed and sworn to before me this 4 day of April, 1999

My commission expires 11-10-99



FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 5 attachments *
 Received by SL Date 5/13/99 Protest filed by _____
 Prelim. check by SL Fee \$100
 Receipted by SL for KS Date 9/18/98 W02445
 Published in _____ Copies of protest forwarded by _____
 Pub. dates _____ Hearing held by _____ Date _____
 Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial
 _____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

* A = map + plots
 B = ownership
 C = affidavits of use

D = photo + info + old well
 E = aerial photos + use
 MICROFILMED
 SEP 23 1999

*Replaces 9/18/98
 VERSION*

Transfer of 63-05041

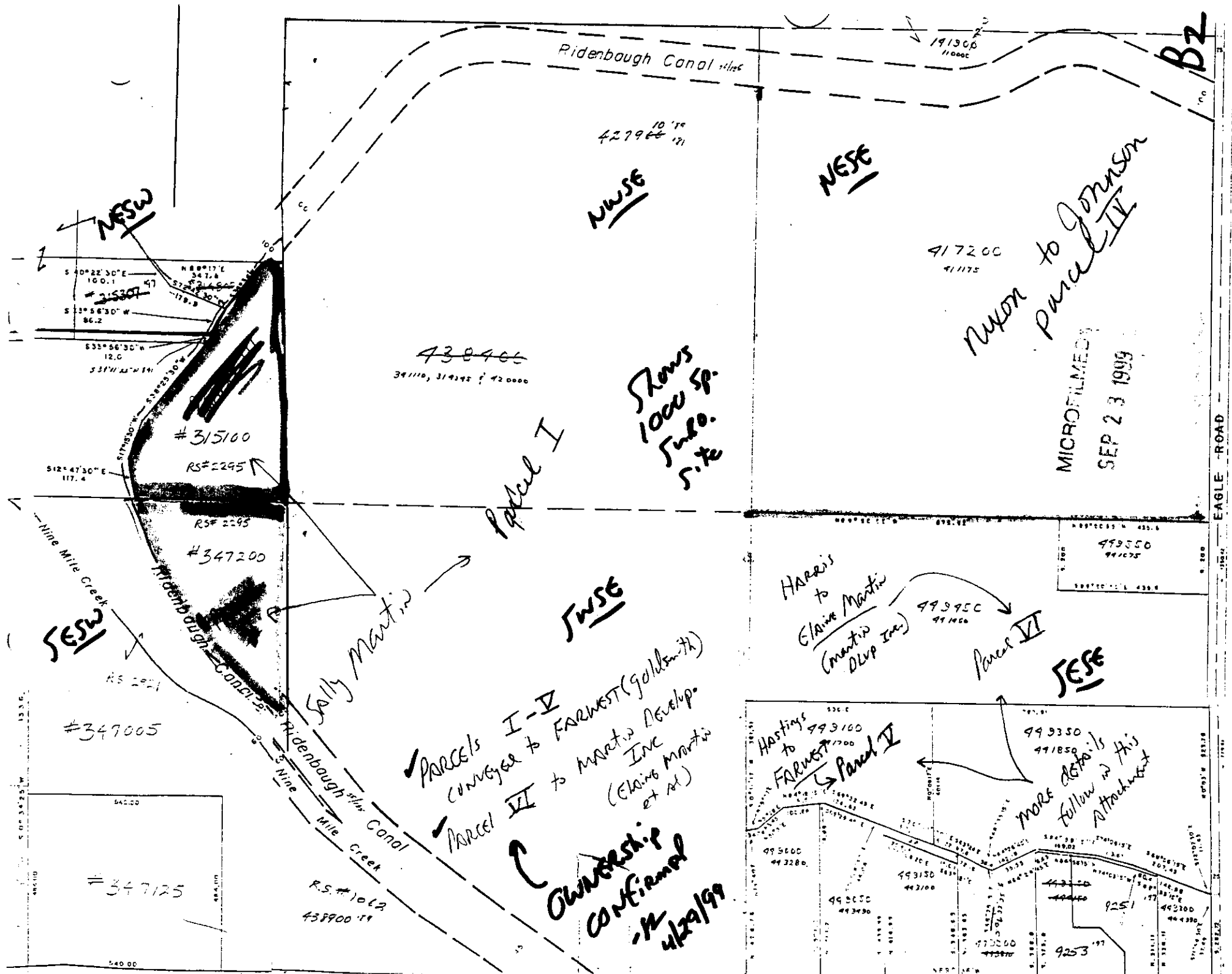
- OWNERSHIP DOCUMENTS -

Land for Thousand Springs and north part
of Thousand Springs Village Subds. now
Farwest (Goldsmith et al).

Balance of T.S. Village Subd. now Martin
Development (Elaine Martin et al).

In Attached: Parcels I-IV = Thousand Springs
Parcels V-VI = Thousand Springs
Village

Attachment B
MICROFILMED (29 pgs.)
SEP 23 1999





COMMERCIAL/INVESTMENT REAL ESTATE
PURCHASE AND SALE AGREEMENT



ID# 021344 Meridian, Idaho November 21, 1997

1. REPRESENTATION CONFIRMATION:

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent"):
Listing broker acted as a(n) nonagent For the Buyer.
Selling broker acted as a(n) nonagent For the Buyer.
In this transaction, the brokerage(s) involved had the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent"):
Listing broker acted as a(n) agent For the Seller.
Selling broker acted as a(n) agent For the Seller.
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.

2. BUYER: Harley Goldsmith and/or assigns

Hereinafter called "Buyer" agrees to purchase and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "Property."

3. PROPERTY ADDRESS AND LEGAL DESCRIPTION: The Property commonly known as Nixon and Martin

Properties
City of Meridian County of Ada Idaho legally described as:

4. PRICE/TERMS: Total Purchase Price is Two Million Three Hundred Thousand Dollars (\$ 2,300,000.00)
a) \$ 1,164,000.00 approximately cash down payment, including Earnest Money deposit.
b) \$ 1,136,000.00 approximately Balance of the purchase price to be paid as follows:
See item #1 on Addendum #1

5. EARNEST MONEY:

a) Buyer hereby deposits as Earnest Money and a receipt is hereby acknowledged of Fifty thousand Dollars (\$ 50,000.00). Evidenced by: ☐ Cash ☒ Check ☐ Cashier's Check ☐ Note or
b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by American Land Title for the benefit of the parties hereto.

6. INCLUDED ITEMS: All attached floor coverings, attached television antenna, satellite dishes and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built in and "drop in" ranges (but excluding all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.
Other items specifically included in this sale: n/a
Items specifically excluded in this sale: n/a

7. ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES: The closing of this transaction is contingent upon written satisfaction or waiver of the following conditions:

Buyers ability to obtain the necessary financing required to complete the purchase.

BUYERS APPROVAL OF THE SAULY MARTIN MORTGAGE & RELATED DOCUMENTS

Buyer will have until 12/15/97 to satisfy or waive all conditions and/or contingencies.

8. TITLE COMPANY/CLOSING AGENCY: a) The parties agree that American Land Title Company shall provide any required Title Policy and preliminary report of commitment. b) The Closing Agency for this transaction shall be American Land Title. Each party agrees to pay one-half of the Closing Agency's fee.

9. TITLE INSURANCE: Seller to pay for a standard Owner's or Purchaser's Title Policy premium in this

transaction. Purchaser's Extended Coverage Title Policy requested ☐ Yes ☐ No. Additional premium to be paid by Buyer. Title Company to provide all parties to this Agreement with a preliminary Title Report on or before 11/25/97. Buyer shall have until 12/15/97 to object in writing to the condition of the title as set forth in the report. In the event Buyer makes written objection to the title, Seller shall have a reasonable time, not to exceed 10 business days, to cure any defects of title or provide affirmative Title Insurance coverage. Buyer may elect, as his sole remedy, to either terminate this Agreement or cure the defects at Buyer's expense, or proceed to closing making title subject to such defects. If Buyer does not so object, Buyer shall be deemed to have accepted the condition of the title. In the event Buyer elects to terminate the Agreement due to unsatisfactory title conditions, Buyer shall be entitled to the return of all refundable deposits made by him but that such return of deposits shall not constitute a waiver of other remedies available to Buyer. The final Title Insurance policy shall be delivered to Buyer by the Title Company as soon as possible after closing.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 2 Pages.

Buyer's Initials LM Seller's Initials SG

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Page 1 of 2

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SEP 23 1999

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ID# 021344

By

Addendum #1

ID# 021344

This is an addendum to a commercial investment real estate purchase and sales agreement. Read the entire document, including any attachments, carefully before signing. If you have any questions, consult your attorney or accountant before signing.

This is an addendum to a Commercial/Investment Real Estate Purchase and Sales Agreement and Receipt for Earnest Money.

Earnest Money Dated: November 21, 1997 ID# 021344

Address: Commonly known as the Nixon and Martin Properties

Buyer: Marty Goldsmith and/or assigns

Seller: Kenai Partners, a Limited Liability Company

The undersigned parties hereby agree as follows:

1. Balance of Purchase Price in the approximate amount of \$1,133,872 payable as follows:
 - Buyer to assume an a note in the amount of \$636,072 secured by a mortgage in favor of Sally Martin and secured by real property described in exhibit "B", payable in annual installments of \$60,000 principle plus interest at 8%. Said mortgage provides for a minimum parcel release of 10 acres at any one time for payment of \$130,000 or \$13,000 per acre in addition to all annual payments.
 - R. Craig Groves, Robert R. Bass and Greg B. Johnson to obtain a release of personal liability on the Sally Martin Note. If Groves, Bass, and Johnson are unable to obtain said release, buyer agrees to execute an indemnification agreement, indemnifying Groves, Bass, and Johnson from any future liability.
 - Buyer to assume all rights, title, interest and obligations of the Seller in a certain real estate purchase and sales agreement between Seller and Dale Nixon dated October 4, 1993 as ID# 231727 and attached as exhibit "I". Said agreement calls for a purchase price of \$582,800. Seller has already paid \$85,000 of the purchase price; therefore, buyer agrees to pay the balance of approximately \$497,800 to Dale Nixon on or before by June 10, 1998.
2. Buyer shall receive 20 acres at closing of escrow as described in exhibit "G".
3. Buyer will assume Sellers obligations in a lease agreement, attached as exhibit "H", on the Martin Home which is described in exhibit "D" and in a lease agreement, attached as exhibit "J", with Lou Murgoitio, a farmer, leasing the bare ground.
4. Seller to provide a one year letter of credit at closing to pay for the extension of sewer and water to the entry of Sherebrooke Hollow Subdivision at Victory Road, and sewer to the far east end of Sherebrooke Hollow Subdivision just below the ridenbaugh canal in the street. In addition seller will execute an easement to Sally Martin's property as required by the City of Meridian and the buyer. This easement benefits the buyer by allowing access to all need utilities including water. The two specific points are indicated in exhibit "F". Buyer understands that seller has been told from the city of Meridian that water can not be extended to Sally Martin's property outside of a public right of way.
5. Buyer will have until December 22, 1997 at 5:00 PM to satisfy or remove all contingencies, at which time the \$50,000 earnest money will be released to seller. If buyer does not remove all contingencies by December 22, 1997 at 5:00 PM in writing the \$50,000 earnest money will be refunded to buyer.
6. Buyer acknowledges that R. Craig Groves and Robert R. Bass, managing members of Kenai Partners, LLC, are licensed Real Estate agent and broker in the State of Idaho.
7. Exhibit(s)
 - Exhibit A represents the Martin and Nixon properties
 - Exhibit B represents the mortgaged property with Martin
 - Exhibit C represents the legal description of the initial easement with Martin
 - Exhibit D represents Martin Home
 - Exhibit E represents the initial easement agreement
 - Exhibit F represents sewer and water location(s) provided by seller for buyer
 - Exhibit G represents 20 acres buyer will receive at closing
 - Exhibit H represents the lease agreement on the Martin Home
 - Exhibit I represents the Nixon agreement
 - Exhibit J represents the lease agreement with Lou Murgoitio
8. Buyer acknowledges that seller intends to treat this transaction as a 1031 Tax deferred exchange and buyer agrees to cooperate with seller in completing said exchange.

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

Dated: November 21st 1997
November 22nd 1997
Marty Goldsmith

Marty Goldsmith
Buyer

Dated: November 30th, 1997

Kenai Partners, LLC

Greg Johnson
By Greg Johnson, Managing Member

Dated: November 30th 1997

Kenai Partners, LLC

R. Craig Groves
R. Craig Groves, Managing Member

Dated: November 30th 1997

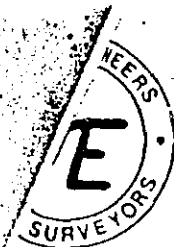
Kenai Partners, LLC

Robert R. Bass
Robert R. Bass, Managing Member

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SEP 23 1999

Bs



HUBBLE ENGINEERING, INC.

9550 Bethel Court ■ Boise, Idaho 83709

208/322-8992 ■ Fax 208/378-0329

LEGAL DESCRIPTION FOR SALLY MARTIN PARCEL I

The Northwest Quarter of the Southeast Quarter, and the Southwest Quarter of the Southeast Quarter of Section 20, T.3N., R.1E., B.M., Ada County, Idaho. EXCEPT that portion of the Southwest Quarter of the Southeast Quarter lying South and West of the Ridenbaugh Canal, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 20 and 29, T.3N., R.1E., B.M.;

thence South 89°36'28" East along the section line 1,341.46 feet to a 5/8" iron pin marking the East 1/16 corner and the REAL POINT OF BEGINNING;

thence North 89°36'28" West, 476.36 feet to a point in the center of the Ridenbaugh Canal, from which a 5/8" iron pin bears South 89°36'28" East, 90.33 feet;

thence along the center of the Ridenbaugh Canal the following courses and distances:

North 56°00'00" West, 290.36 feet;

North 53°20'36" West, 340.70 feet;

thence 175.70 feet along a curve to the right having a central angle of 13°25'21", a radius of 750.00 feet, and a long chord which bears North 46°38'06" West, 175.30 feet;

thence North 39°55'30" West, 340.41 feet to a point on North-South center of section line, from which a 1/2" iron pin bears North 00°23'48" East, 63.61 feet;

thence departing the center of the Ridenbaugh Canal North 00°23'48" East along the center of section line 597.65 feet to C-S 1/16 corner;

thence continuing North 00°23'48" East, 1,338.95 feet to the center of Section 20;

thence North 89°54'48" East, 1,331.73 feet to the C-E 1/16 corner;

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SEP 23 1999

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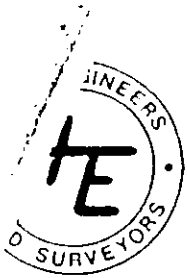
thence South 00°11'18" West, 2,689.04 feet to the Point of Beginning. Containing 75.92 acres, subject to road and canal rights-of-way.

Prepared by:
HUBBLE ENGINEERING, INC.



DTP/dkg/333.des

D. Terry Peugh, L.S.



HUBBLE ENGINEERING, INC.

9550 Bethel Court ■ Boise, Idaho 83709

208/322-8992 ■ Fax 208/378-0329

LEGAL DESCRIPTION FOR SALLY MARTIN

A parcel of land located North and East of the Ridenbaugh Canal in the Southeast Quarter of the Southwest Quarter of Section 20, T.3N., R.1E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the Quarter corner common to Sections 20 and 29, T.3N., R.1E., B.M., from which the E1/16 corner bears South 89°36'28" East, 1,341.46 feet;

thence North 00°23'48" East, 1,338.94 feet to the C-S1/16 corner and the REAL POINT OF BEGINNING.

thence South 00°23'48" West, 597.65 feet to a point in the center of the Ridenbaugh Canal, from which a 1/2" iron pin bears North 00°23'48" East, 63.61 feet;

thence along the center of the Ridenbaugh Canal the following courses and distances:

North 39°55'30" West, 2.99 feet;

North 52°22'24" West, 242.50 feet;

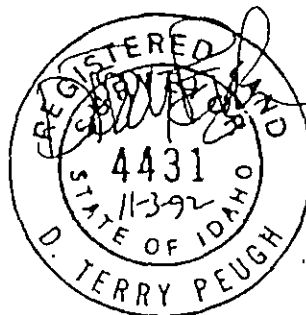
North 33°35'24" West, 233.60 feet;

thence 168.45 feet along a curve to the right, having a central angle of 12°52'08", a radius of 750.00 feet, and a long chord which bears North 27°09'24" West, 168.10 feet;

thence North 20°43'18" West, 111.75 feet to a point on the North boundary of the Southeast quarter of the Southwest quarter of said Section 20'

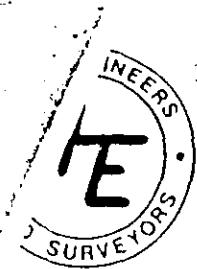
thence departing the center of the Ridenbaugh Canal South 89°49'16" East, 443.62 feet to the Point of Beginning. Containing 3.77 acres, subject to canal and ditch rights-of-way.

Prepared by:
HUBBLE ENGINEERING, INC.



D. Terry Peugh, L.S.

DTP/dkg/334.des



HUBBLE ENGINEERING, INC.

9550 Belhel Court ■ Boise, Idaho 83709

208/322-8992 ■ Fax 208/378-0329

LEGAL DESCRIPTION FOR SALLY MARTIN PARCEL III

A parcel of land located South and East of the Ridenbaugh Canal in the South half of the Northeast Quarter of the Southwest Quarter of Section 20, T.3N., R.1E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the quarter corner common to Sections 20 and 29, T.3N., R.1E., from which the E1/16 corner bears South 89°36'28" East, 1,341.46 feet;

thence North 00°23'48" East, 1,338.94 feet to the C-S 1/16 corner and the REAL POINT OF BEGINNING.

thence along the South boundary of the Northeast Quarter of the Southwest Quarter North 89°49'16" West, 423.18 feet to a found 1/2" iron pin as shown on Record of Survey No. 1361, Instrument No. 9243934, (Record North 89°49'39" West, 422.40 feet);

thence generally along the East bank of the Ridenbaugh Canal the following courses and distances:

North 12°06'03" West, 117.03 feet;

North 18°02'03" East, 105.00 feet;

North 39°02'03" East, 322.46 feet;

North 34°43'03" East, 86.20 feet;

North 40°22'33" East, 174.04 feet to a point on the North boundary of the South half of the Northeast Quarter of the Southwest Quarter of said Section 20;

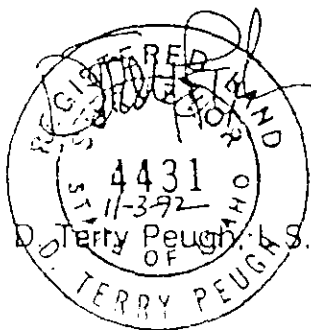
thence South 89°56'27" East, 54.92 feet to the C-N-S1/64 corner;

thence South 00°23'48" West, 669.47 feet to the Point of Beginning. Containing 4.61 acres, subject to canal and ditch rights-of-way.

Prepared by:
HUBBLE ENGINEERING, INC.

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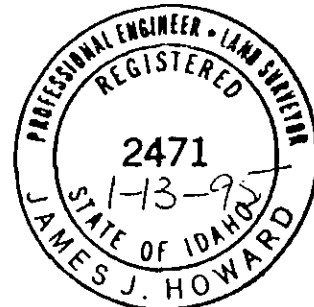
PROPERTY DESCRIPTION FOR
NIXON TO JOHNSON *IV* parcel

A parcel of land being all of that portion of the NE 1/4 SE 1/4 of Section 20, T.3N., R.1E., B.M., Ada County, Idaho, lying southerly of and adjacent to the centerline of the Ridenbaugh Canal, said parcel being more particularly described as follows:

Commencing at the Brass Cap marking the corner common to Sections 20, 21, 28 and 29, T.3N., R.1E., B.M., Ada County, Idaho; thence, N.0°00'04"W. 1350.08 feet to an axle marking the Southeast corner of said NE 1/4 SE 1/4 of Section 20, said point being the REAL POINT OF BEGINNING; thence, N.89°50'39"W. 1336.59 feet; thence, N.0°11'58"E. 1226.50 feet to the centerline of the Ridenbaugh Canal; thence along said centerline the following courses and distances: S.85°56'08"E. 560.84 feet to a point of curve; thence along a curve to the left 116.45 feet, said curve having a delta of 33°21'36", a radius of 200.00 feet, tangents of 59.93 feet and a long chord of 114.81 feet which bears N.77°23'13"E. to a point of tangent; thence, N.60°42'25"E. 121.50 feet to a point of curve; thence along a curve to the right 222.31 feet, said curve having a delta of 50°57'00", a radius of 250.00 feet, tangents of 119.11 feet and along chord of 215.06 feet which bears N.86°10'55"E. to a point of tangent; thence, S.68°20'35"E. 366.39 feet to the line common to said Sections 20 and 21; thence, S.0°00'42"W. 1154.00 feet to the REAL POINT OF BEGINNING, said parcel containing 37.60 acres, more or less.

SUBJECT TO:

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



JJ Howard

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SEP 23 1995

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Sec 20 3N 1E SE SE

EAGLE ROAD

83

449950
441950

Parcel VI

Shms
1000 sq. village
Fuhl. site

449100
441700

Parcel V

SESE

449350
441850

443600
443280

443050
443490

443150
443100

443200
443870

9253

9251

443100
444390

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SEP 23 1993

S.E. CORNER
SEC. 20

B12

ADA COUNTY ASSESSOR'S OFFICE

113



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

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



ID# 30445

DATE 9/4/98

1. REAL ESTATE OFFICES:

Listing Agency

MLS Office# N/A

Selling Agency

MLS Office# N/A

Listing Agent Name

MLS Agent #

Phone #(office)

(home)

Selling Agent Name

MLS Agent #

Phone #(office)

(home)

2. BUYER AND LEGAL DESCRIPTION:

FARWEST DEVELOPERS OR ASSIGNS

(Hereafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as

"premises" commonly known as PACEL #9100 of SEYSEY City HELDON County ADA Idaho, Zip

legally described as: PACEL #9100 of SEYSEY SEC 20 3N 1E

PACEL ID# 5112044.9100

3. TOTAL PURCHASE PRICE: SEVENTY-SEVEN THOUSAND SIX-HUNDRED DOLLARS,

\$ 77,600 payable upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: (Note: A+C+D+E should add up to (or be equal to) total purchase price, except for 100% financing)

\$ 1,000 A. EARNEST MONEY: BUYER hereby deposits ONE - THOUSAND DOLLARS as Earnest Money

evidenced by: ☐ cash ☐ personal check ☐ cashier's check ☐ note due ☐ other

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

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

hereto, and N/A (Broker) shall hold the completely executed Broker's copy of

this Agreement. The responsible Broker shall be N/A

B. ALL CASH OFFER: ☒ YES ☐ NO If this is an all cash offer do not complete lines 25 through 47, fill blanks with N.A.

C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IHFA

☐ RD ☐ OTHER FIRST LOAN of \$ _____ not including mortgage insurance,

with interest not to exceed _____ % for a period of _____ year(s) at: ☐ fixed rate ☐ other

BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any

reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally. BUYER shall apply for such

loan within _____ business day(s) of SELLER's acceptance. Within _____ business days of final acceptance of all parties.

BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification,

debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received

by SELLERS within the strict time allotted, SELLERS may at their option cancel this agreement by notifying BUYERS in writing

of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or

BUYER's Earnest Money may be returned at BUYER's request.

FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be

obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money

deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by

the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value

of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of

proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised

valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure.

HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and

condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

D. ADDITIONAL FINANCIAL TERMS:

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

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

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

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

between the approximate balances of the loans shown above, which are to be assumed or taken subject to, and the actual

balances of said loans at closing of escrow shall be adjusted in ☐ Cash ☐ Other:

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.

BUYER's Initials (MD) Date 9/4/98 SELLER's Initials (SA) Date 9/4/98

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

SEP 23 1999

B13

PROPERTY ADDRESS: 9100 AT SEASEY SEC 20 3N 1E ID#: 30445

5. ADDITIONAL TERMS AND/OR CONDITIONS: 1) SUBJECT TO BUYERS APPROVAL OF ACCEPTABLE WATER TABLE STUDY TO BE COMPLETED (180) ONE - HUNDRED EIGHTY DAY AFTER ACCEPTANCE

6. OCCUPANCY: BUYER ☐ does ☒ does not intend to occupy property as BUYER'S primary residence.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. The following additional items are specifically:

A. INCLUDED IN THIS SALE: WATER RIGHTS - THOUSAND

B. EXCLUDED IN THIS SALE: NONE - ATTACHED

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

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

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

11. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable). BUYER has reviewed C.C. & R.'s. ☐ Yes ☐ No ☒ N/A

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed

Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$ per

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

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

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.

BUYER's Initials () Date SELLER's Initials () Date

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124 PROPERTY ADDRESS: 9100 OF SE4SE4 SEC 20 3 N1E ID#: 30445125 **15. INSPECTION:** BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER
126 shall, within 180 business day(s) of acceptance complete these inspections and give to SELLER written notice of items disapproved of. BUYER is
127 strongly advised to exercise these rights and to make BUYER's own selection of professionals with appropriate qualifications to conduct inspections of
128 the entire property. BUYER's acceptance of the condition of the property is a contingency of this Agreement.129 BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 130 to 143.130 **SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:**131 1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed
132 to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and
133 (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair
134 or correct.135 2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent
136 section(s) of written inspection reports. SELLER shall have 2 business day(s) in which to respond in writing.137 3. If SELLER does not respond within the strict time period specified, BUYER shall have 2 business day(s) (after receipt of SELLER's response,
138 or after the expiration of the time for SELLER to respond, whichever occurs first) to cancel this Agreement in writing.139 4. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected
140 to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
141 SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless
142 from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. **No inspections may be made by any**
143 **governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.**144 **16. SELLER'S PROPERTY DISCLOSURE FORM:** If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution
145 of this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property
146 Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☐ No ☒ N/A147 **17. LEAD PAINT DISCLOSURE:** The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint
148 hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information
149 pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other
150 information, if any, related to the presence of lead-based paint hazards on said property. (c) That this contract is contingent upon my right to have
151 the property tested for lead-based paint hazards to be completed no later than _____ or the contingency will terminate. (d) That152 BUYER hereby ☒ waives ☐ does not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER
153 has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the
154 problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit will be
155 returned to BUYER.156 **18. FINAL VERIFICATION OF CONDITION:** BUYER shall have the right to make a final inspection of the property approximately 2 day(s)
157 prior to close of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by BUYER
158 and SELLER, (b) SELLER has complied with SELLER's other obligations, and (c) the property is otherwise in substantially the same condition as on the
159 date of acceptance of the offer, unless otherwise agreed in writing.160 **19. TITLE INSURANCE:**161 (A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title
162 insurance policy showing the condition of the title to said premises. BUYER shall have 2 business day(s) from receipt of the commitment
163 or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the
164 commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title
165 of said premises is not marketable, or cannot be made so within 2 business day(s) after notice containing a written statement of defect
166 is delivered to SELLER, BUYER's Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance
167 cancellation fee, escrow and legal fees, if any.168 (B) **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance
169 policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and
170 defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. **The risk assumed by the title company in the standard**
171 **coverage lender's policy is limited to matters of public record.**172 (C) **EXTENDED COVERAGE LENDER'S POLICY (Mortgage policy):** The lender will require that BUYER (Borrower) furnish an Extended
173 Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain
174 matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the**
175 **lender.**176 (D) **EXTENDED COVERAGE OWNER'S POLICY:** A standard title policy does not cover certain potential problems or risks such as liens
177 (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims
178 if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become
179 legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER
180 talk to a title company about what it offers in the way of extended coverage title policies and endorsements. **This extended coverage owner's**
181 **policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.**182 Extended Coverage Owner's Policy requested ☐ Yes ☐ No. Additional premium paid by: ☒ BUYER ☐ SELLER.183 (E) The parties agree that PIONEER Title Company shall provide title policy and preliminary report
184 of commitment.

185 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.

186 BUYER's Initials (MA) (9/4/98) Date SELLER's Initials (JA) (9-11-98) Date187 This form is printed and distributed by the Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. This form has been designed for and
188 is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®.189 **USE BY ANY OTHER PERSON IS PROHIBITED.**

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191 R.E.21 EFFECTIVE DATE AUGUST 1, 1997

SEP 23 1993

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194 PROPERTY ADDRESS: #9100 of SE4 SE4 SEC 20 3N 1E ID#: 30445195
196 **20. COSTS PAID BY:** Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by
197 law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements.
198 SELLER agrees to pay a maximum of \$ N/A lender/appraiser required repair costs.
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21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

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

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

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

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

25. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

27. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. The closing date shall be no later than 6/30/99

The parties agree that the "closing agency" for this transaction shall be PIONEER (TANET)

If a long-term escrow / collection is involved, then the long-term escrow holder shall be N/A

28. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____. "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. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of CLOSING. BUYER shall pay for fuel in tank, amount to be determined by the supplier at SELLER's expense.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages.

BUYER's Initials (MJA) 9/14/98 Date SELLER's Initials (SL) 9-11-98 Date

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

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SEP 23 1999

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PROPERTY ADDRESS: 9100 04 SE 4 SE 4 SEC 20 3N 1EID#: 30445

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

30. REPRESENTATION CONFIRMATION:

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

Listing broker acted as a(n) N/A for the BUYER.

Selling broker acted as a(n) FAX for the BUYER.

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

Listing broker acted as a(n) N/A for the SELLER.

Selling broker acted as a(n) A for the SELLER.

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.

31. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) _____ and (Time) _____. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

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

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)

BUYER Signature Marty Goldsmith

BUYER Signature _____

BUYER (Print Name) MARTY GOLDSMITH

BUYER (Print Name) _____

Date 9/4/98 Time 3:00P Phone # _____

Date _____ Time _____ Phone # _____

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

33. SELLER'S SIGNATURES:

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

☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER

☒ SEE ATTACHED SELLER ADDENDUM

☐ SEE ATTACHED SELLERS RIGHT TO CONTINUE TO MARKET PREMISES

☐ SEE ATTACHED COUNTER OFFER(S)

SELLER Signature SEE ADDENDUM #1

SELLER Signature N/A

SELLER (Print Name) _____

SELLER (Print Name) _____

Date 9/4/98 Time 2:30P Phone # _____

Date _____ Time _____ Phone # _____

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

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

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on this 11th day of SEPT, 19 98.

BUYER: Marty Goldsmith BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 5 Pages.

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

SEP 23 1999

B17



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



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

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

Earnest Money Dated: 9/4/98, 19 ID # 30445

ADDRESS: PAR # 9100 OF SE4SE40 of SEC20 3N 1E

BUYER(S): MARTY GOLDSMITH

SELLER(S): MRS. HASTINGS

The undersigned Parties hereby agree as follows:

1) EARNEST MONEY TO BE \$3000.00
RELEASED DIRECTLY TO SELLER
NON-REFUNDABLE.

2) SECTION 2 LINE #10; BUYER IS TO BE MARTY GOLDSMITH.

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

Marty Goldsmith BUYER Mrs. Hastings SELLER

BUYER SELLER

DATED: Sept 11 1998 DATED: Sept 11 1998

TIME: 2:15 ☐ A.M. ☐ P.M. TIME: 2:15 ☐ A.M. ☐ P.M.

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Addendum/Amendment Revised - 2/96

BUYER'S ACCEPTANCE SELLER'S ACCEPTANCE

SEP 23 1998

B18

7512316

WARRANTY DEED

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8

For Value Received We

Leon L. Hardy and/or Marie C. Hardy III of 1912 Harvey St. Boise, Ida.

the grantor^s, do hereby grant, bargain, sell and convey unto

Reo L. Hastings And/or Vernetta Hastings H/W

the grantee^s, the following described premises, in Ada County Idaho, to wit:

g. section
 Commencing at the S. E. corner of Township 3 North, Range 1 East Boise Meridian; thence along the section line North 0° 03' West 779.51 feet to a point; thence North 89° 53' 50" West 908.91 feet to a real point of beginning; thence 89° 53' 50" West 570 feet to the 1/16 line; thence South 7° 03' 17" West along 1/16 line 361.51 feet to a point; thence North 75° 37' feet to a point; thence North 51° 28' East 83.95 feet to a point; thence North 84° 13' 15" East 119.57 feet to a point; thence South 69° 32' 45" East 133.63 feet to a point; thence South 70° 11' 30" East 193.16 feet to a point; thence North 0° 03' 17" East 401.14 feet to the real point of beginning; containing an area of 4.04 acres more or less

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

May 22, 1975

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

Dated:

May 22, 1975

Leon L. Hardy

Leon L. Hardy

Marie C. Hardy

Marie C. Hardy

STATE OF IDAHO, COUNTY OF Ada
 On this 22 day of May, 19 75,
 before me, a notary public in and for said State, personally
 appeared

Leon L. Hardy and

Marie C. Hardy

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

C. Long Ward

Notary Public

Residing at Boise
Comm. Expires June 1 1977

STATE OF IDAHO, COUNTY OF Ada
 I hereby certify that this instrument was filed for record at the request of Marie C. Hardy

at 4:10 minutes past 11 o'clock A.M.
 this 22 day of May, 19 75, in my office, and duly recorded in Book
 of Deeds at page

CLARENCE A. PLANTING

Ex-Officio Recorder

By

Deputy

Fees \$ 0.00
Mail to:

B19

First American Title Company of Idaho

COPY

PURCHASE AND SALE AGREEMENT

W. J. Martin
THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into by and between ELAINE MARTIN (~~Purchaser~~), and GORDON HARRIS and MARY HARRIS, ("Seller"). The "Effective Date" of this Agreement shall be the date of execution by the last party to execute this Agreement.

1. CONVEYANCE. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller that certain parcel of real estate, comprising 15.12 acres plus or minus, commonly known as the Rockin HR Subdivision, and more particularly described in Exhibit No. 1 hereto, (the "Land"), together with (a) all rights, easements and appurtenances belonging or appertaining to the Land; (b) any and all water rights appurtenant to the property; and (c) all right, title and interest of Seller in and to any and all roads, streets, alleys and public and private rights of way bounding the Land (collectively the "Property").

2. PURCHASE PRICE. The purchase price of the Property shall be Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00), ("Purchase Price"), which sum shall bear interest at the rate of eight percent (8%) per annum from and after the Effective Date, and shall be due and payable as follows: (a) the sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00) less any Earnest Money theretofore paid by Purchaser, shall be paid at closing, which sum shall first be applied towards accrued interest, and the remainder upon the principal balance of the Purchase Price; (b) the remaining balance of the Purchase Price shall be evidenced by a promissory note bearing interest at the same rate, payable in full within eighteen months of the date of closing, which note shall be secured by a first deed of trust upon the Property. I Within five days of the Effective Date of this Agreement, Purchaser shall deposit Twenty Thousand Dollars (\$20,000.00) as earnest money ("Earnest Money Deposit"), to be held in a joint order escrow by Alliance Title & Escrow, Inc., ("Title Company") and to be credited against the Purchase Price at Closing. The Earnest Money Deposit shall be non-refundable to Purchaser unless this Agreement is terminated as a result of (a) a breach or non-performance hereunder by Seller, (b) the failure of a condition precedent under Section 4 hereof, or as otherwise provided in Section 3 hereof. In addition to the Purchase Price, Purchaser agrees: (a) that upon Purchaser's construction of the perimeter fence for Seller's proposed subdivision of the Property, at her sole expense, she will cause the common boundary between the Property and the contiguous two acre parcel owned by Seller to be similarly fenced with a cedar fence, at least six feet in height, or with such other materials as the parties may agree upon in writing; and (b) that at the time public sewer and water services are extended to the Property, Purchaser, at her sole expense,

including the payment of any applicable "late commmer" fee, shall extend such services to the boundary of the contiguous two acre parcel owned by Seller.

3. TITLE INSURANCE.

(a) Purchaser shall order a title insurance commitment on the Property to be obtained by Title Company. Seller shall pay for the cost of the commitment and, at Closing, shall pay for a standard ALTA Form B Owner's Title Insurance Policy ("Title Policy") approved by Purchaser in the amount of the Purchase Price. Seller shall convey good and marketable title to the Property at Closing. In the event the title insurance commitment shall reflect encumbrances or other conditions not acceptable to Purchaser ("Defects"), then Purchaser shall notify Seller in writing of the Defects within twenty days after the later of (i) the Effective Date and (ii) Purchaser's receipt of the commitment together with legible copies of all underlying documents thereto. Upon receipt of Purchaser's notification of the Defects, Seller shall immediately and diligently proceed to cure the Defects to Purchaser's reasonable satisfaction. If, after the exercise of all reasonable diligence, Seller is unable to remove or obtain a title endorsement over the Defects within twenty-days of receipt of Purchaser's notification of Defects, then Purchaser may accept the Defects or Purchaser may terminate this Agreement in which case Purchaser shall be entitled to the return of the Earnest Money Deposit and any and all additional deposits in escrow and the parties shall be released from further liability.

(b) At closing, Purchaser, at her expense, shall provide Seller with a lender's policy of title insurance approved by Seller, in an amount equal to the promissory note to be executed by Purchaser, and insuring the first priority of the deed of trust securing payment of the remaining balance of the Purchase Price.

4. CONDITIONS PRECEDENT FOR PURCHASER'S OBLIGATIONS:

Purchaser's obligation to purchase the Property is contingent on the satisfaction in writing to Seller, in Purchaser's sole discretion, or waiver by Purchaser, of the following conditions ("Conditions Precedent") within any applicable time period set forth therein:

(a) Purchaser obtaining, at her expense, and approving within ninety days after the Effective Date, such inspection reports on the condition of the Property as Purchaser shall deem necessary.

(b) Purchaser approving within ninety days after the Effective Date: (i) the current ingress/egress, access ways, with respect to the Property (ii) all existing easements over the Property and/or adjacent properties which benefit or burden the Property, (iii) any other existing or proposed easement agreements, covenants, restrictions, or other matters of record affecting the Property.

(c) Purchaser determining within ninety days after the Effective Date that she will likely obtain within an acceptable time frame and Purchaser subsequently obtaining within two hundred ten days after the Effective Date, a preliminary plat approval for Purchaser's proposed use of the Property. Seller agrees to cooperate fully with Purchaser in securing plat approval, both preliminary and final, and grants permission to Purchaser to make application for plat approval in the name of Seller. Seller shall execute any necessary documents in connection with Purchaser's application for plat approval. Purchaser agrees to promptly and diligently pursue obtaining preliminary plat approval, and if said approval is reasonably available to Purchaser within said period and Purchaser fails to obtain the same through lack of reasonable diligence and effort, then in that event, such shall not constitute a failure of this condition precedent, and Purchaser shall not have a right to reimbursement of the Earnest Money.

In the event that any of the Conditions Precedent is not satisfied, approved or waived by Purchaser in writing to Seller, in its sole discretion, Purchaser may terminate this Agreement by written notice to Seller within ten days after the end of any such applicable period, in which event the Earnest Money Deposit shall be returned to Purchaser and the parties shall be released from further liability or obligation hereunder.

Purchaser specifically agrees to indemnify and hold harmless Seller from and against any and all costs, fees and expenses, and/or any claim(s) relating thereto, incurred by Purchaser in the course of fulfilling the foregoing Conditions Precedent. In the event Purchaser terminates this Agreement in accordance with the foregoing paragraph, then prior to release of the Earnest Money Deposit by the Title Company, Purchaser shall deliver to Title Company lien releases, in recordable form, executed by all persons, firms and entities which performed services or materials for improvement of the Property, including, but not limited to, all professional engineer(s) and surveyor(s) who provided services to Purchaser relating to the Property.

5. CLOSING.

(a) Time. Closing shall occur on or before ten days following Purchaser's notifications to Seller of its satisfaction or waiver of all Conditions Precedents. In the event that the Closing shall not have occurred on or before April 15, 1999, or such extended date as may hereafter be agreed to by the parties, and this Agreement has not otherwise been terminated, Seller or Purchaser may elect at any time after such date by written notice to the other party to terminate this Agreement, in which event the Earnest Money Deposit shall be retained by Seller unless the Closing was delayed as a result of a default or non performance by Seller hereunder.

(b) **Purchaser's Right To Extend.** Should Purchaser not be able to close this transaction on or before April 15, 1999, then Purchaser shall have the right to extend the Closing Date until July 1, 1999 by (i) giving written notice of such election to Seller on or before March 15, 1999, and (ii) by paying to Seller the sum of \$20,000.00, which sum shall be due and payable at the time of giving such notice of Purchaser's election to extend the Closing Date. Said payment shall be nonrefundable, but shall be applied to the Purchase Price at the time of closing, with credit therefore being calculated as of the date of Seller's receipt thereof.

(c) **Place.** Closing shall be held at the office of the Title Company.

(d) **Documents.** Seller shall deliver at Closing the following executed documents in form and content acceptable to Purchaser:

(i) **Deed.** A Warranty Deed ("Deed"), with a release of all homestead and community rights, if any, conveying good, marketable and insurable title and warranting title to be free and clear of all Defects except any which Purchaser may have waived in writing prior to Closing.

(ii) **Affidavits.** Affidavit(s) stating that: (1) there are no unrecorded or oral leases or agreements affecting the Property, (2) there are no mechanic's or statutory liens against the Property, (3) Seller has no knowledge of any proposed or contemplated road or access changes affecting the Property, such as widening or narrowing, and (4) such other affidavits as Purchaser or Title Company may reasonably require.

(iii) **Closing Statement.** Two signed copies of a closing statement.

(iv) **Other Documents.** Such other documents required by this agreement and/or which Purchaser or Title Company may reasonably require.

(d) **Payment.** The Purchase Price, including the promissory note, subject to any applicable reimbursements and/or adjustments, less the Earnest Money Deposit, shall be paid at Closing. Payment shall be in cash, by wire transferred funds, cashiers check, or by any other means as may be acceptable to both parties.

(e) **Real Estate Taxes.** General and special real estate taxes, together with all assessments, affecting the parcel shall be prorated as of the date of Closing. In the event the real estate taxes levied upon the Property for the year in which the Closing occurs exceed the estimated taxes utilized at the time of closing, Seller shall within ten days of the receipt of verification of the actual taxes, reimburse Purchaser an amount equal to the difference

between Seller's pro rata share of the actual taxes and the pro rata share paid by Seller at closing.

(f) Recording fees. Recording the Deed shall be at Purchaser's expense. Recording the deed of trust and any documents needed to clear title shall be at Seller's expense.

(g) Brokers. Purchaser and Seller acknowledge that neither party to this transaction was represented by a real estate broker or sales agent.

(h) Escrow Fees. Any escrow and /or closing fees charged by the Title Company shall be divided equally between Seller and Purchaser.

(b) Sellers' Affidavit. At closing, Seller shall deliver to Purchaser, Seller's sworn affidavit affirming the matters set forth in paragraph 6(a) hereof.

6. FURTHER REPRESENTATIONS AND WARRANTIES OF SELLER. To induce Purchaser to execute, deliver and perform this Agreement and without regard to any independent investigations made by Purchaser, Seller represents and warrants to Purchaser on and as of the date hereof and as of the Closing date as follows:

(a) Title. Seller owns the Property in fee simple.

(b) Litigation. There are no claims, causes of action or other litigation or proceedings pending or, to the best of Seller's knowledge, threatened in respect to the ownership, operation or environmental condition of the Property or any part thereof (including disputes with mortgagees, governmental authorities, utility companies, contractors, adjoining land owners or suppliers of goods or services), except for claims which are fully insured and as to which the insurer has accepted defense without reservation.

7. POSSESSION.

(a) Prior to Closing. Prior to closing, Seller shall retain sole and exclusive possession of the Property; provided, however, Seller shall permit Purchaser and Purchaser's employees, agents, contractors, surveyors and other designated personnel, to enter upon, and utilize, the Property at such times, and in such manner, as Purchaser may reasonably require in order to pursue fulfillment of the Conditions Precedent.

(b) Closing. Possession of the Property shall be delivered to Purchaser by Seller at the Closing. In the event that on the date of Closing Seller fails to deliver

possession of the Property as described above, Seller agrees to pay Purchaser any and all costs incurred or suffered by Purchaser as a result of Seller's breach of this covenant, and Seller shall be considered a tenant holding over under Idaho's unlawful detainer statute.

8. NOTICE. All notices, demands, or other communications of any type ("Notices") given pursuant to this Agreement shall be in writing and shall be delivered to the person to whom the notice is directed, either in person with a receipt requested therefor or sent by United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses set forth below:

If to Seller:

Gordon Harris and Mary Harris
2825 S. Eagle Road
Meridian, Idaho 83642

If to the Purchaser:

Elaine Martin *on assignment*
6236 E. Hunt Ave.
Nampa, Idaho 83687

Either party may change the address for Notices by giving the other party ten days advance written notice of such change.

9. MISCELLANEOUS. No term or condition of this Agreement shall be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. This Agreement constitutes the entire agreement of the parties which incorporates and supersedes all prior written and oral understandings. This Agreement shall be binding upon, and inure to the benefit of, the parties, their heirs, executors, personal representatives, nominees, successors or assigns. From and after the Effective Date until Closing or earlier termination of this Agreement, Purchaser shall have the right to place temporary signage on the Property advertising Purchaser's proposed use.

10. TIME OF ACCEPTANCE. The terms contained in this Agreement shall be void and of no further force and effect unless this Agreement is executed by both Seller and Purchaser on or before September 15, 1998.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the dates set forth below:

PURCHASER

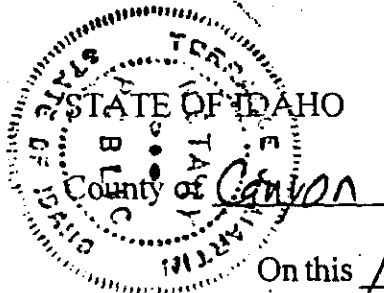
Elaine Martin
ELAINE MARTIN *on assignment*

SELLER

Gordon M. Harris
GORDON HARRIS

SELLER

Mary G. Harris
MARY HARRIS



)
) ss.
)

On this 10th day of September, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared ELAINE MARTIN, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

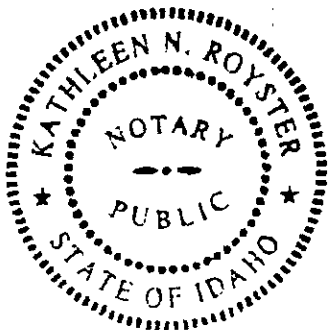
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Terrance Q. Martin
Notary Public for Idaho
Residing at Meridian Idaho
Commission Expires: 1-15-03

STATE OF IDAHO)
) ss.
County of Ada)

On this 14th day of September, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **GORDON HARRIS and MARY HARRIS**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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




Notary Public for Idaho
Residing at BOISE, Idaho
Commission Expires: 7/19/2000

JOHNSON ENGINEERING
9225 CHINDEN BLVD. SUITE J
GARDEN CITY, IDAHO 83714
(208) 323-7563
(208) 323-9004 FAX

AUGUST 27, 1998

ROCKIN' HR SUBDIVISION

A portion of the SE 1/4 of the SE 1/4 of section 20, T.3N., R.1E., Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the SouthEast Corner of Section 20, T.3N., R.1E., Boise Meridian, Ada County, Idaho, thence

N 00°00'00" W 779.51 feet, thence
N 89°47'17" W 25.00 feet to the point of beginning, thence
N 89°47'17" W 1313.64 feet, thence
N 00°11'44" E 569.33 feet, thence
S 89°50'32" E 876.09 feet, thence
S 00°00'00" E 200.00 feet, thence
N 89°49'07" E 412.60 feet, thence
S 00°00'00" W 373.15 feet to the point of beginning

Containing 15.12 acres

EXHIBIT NO. 1

MICROFILMED
SEP 23 1999

828

WARRANTY DEED

REVENUE STAMPS

For Value Received FRANK D. WARR and BEULAH B. WARR, husband and wife, and DAYLE A. SANDERSON and MARY A. SANDERSON, husband and wife, doing business as American Sales Company, the grantor & do hereby grant, bargain, sell and convey unto GORDON M. HARRIS and MARY A. HARRIS, husband and wife,

the grantees, the following described premises, in Ada County Idaho, to wit:

Commencing at a point that is North 247.72 feet from the SE section corner of Section 20, Township 3 North, Range 1 East, Boise Meridian; thence continue North along the section line 902.70 feet to a point; thence N. 89°50'55" W. 460.60 feet to a point; thence North 200.00 feet to the 1/16 line; thence N. 89°50'55" W. 875.92 feet to the NW corner of the SE 1/4, Sec. 20, T. 3N., R. 1E., B.M.; thence S. 0°11'17" W. 930.84 feet along the 1/16 line to the center line of canal; thence along the center line of canal on the following course:
 N. 75°40' E. 34.74 feet to a point;
 N 51°31' E. 83.95 feet to a point;
 N. 84°18' E. 119.57 feet to a point;
 S. 69°29 3/4' E. 138.63 feet to a point;
 S. 70°08 1/2' E. 254.48 feet to a point;
 S. 63°21' E. 87.80 feet to a point;
 S. 86°22 1/2' E. 38.40 feet to a point;
 N. 64°29 3/4' E. 142.18 feet to a point;
 S. 84°56 1/4' E. 169.02 feet to a point;
 S. 74°03 1/4' E. 113.67 feet to a point;
 S. 68°53 1/4' E. 207.43 feet to a point;
 S. 71°59 1/2' E. 37.69 feet to the real point of beginning.

Together with all water, water rights, ditches and ditch rights of way appurtenant thereto or connected therewith.

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

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

Dated: Oct 31, 1963.

Frank D. Warr

Beulah B. Warr

Dayle A. Sanderson

Mary A. Sanderson

STATE OF IDAHO, COUNTY OF BONNEVILLE

On this 6th day of November 1963, before me, a notary public in and for said State, personally appeared FRANK D. WARR and BEULAH B. WARR, husband and wife, and DAYLE A. SANDERSON and MARY A. SANDERSON, husband and wife, doing business as American Sales Company,

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

Notary Public
 Idaho Falls, Idaho

STATE OF IDAHO, COUNTY OF Ada

I hereby certify that this instrument was filed for record at the request of Mary A. Harris

at 35 minutes past 2 o'clock p.m. this 13th day of May 1971, in my office, and duly recorded in Book of Deeds at page

JEANETTE A. PLANNING

Idaho Recorder

By

Fees \$1.00

Maid to:

INSTRUMENT NO. 770346

629

AFFIDAVIT

STATE OF IDAHO]
 }ss:
COUNTY OF ADA]

DALE NIXON, being first duly sworn on oath, deposes and states as follows:

1. My name is Dale Nixon and I reside at 2555 S. Eagle Road, Meridian, Ada County, Idaho, 83642. I have resided at this location since 1958 and Sally D. Martin was my neighbor from 1958 until she sold her farm in 1997.
2. I am aware that there was a certain irrigation well located on Sally's farm that had been used for stock water and irrigation purposes continuously, more or less, since 1958, when I first moved here.
3. I have read and reviewed the Affidavit of Sally Martin relating to that well and believe that all facts set forth in her Affidavit are true and accurate to the best of my knowledge, information and belief.

Dated this 14th day of September, 1998.


DALE NIXON

MICROFILMED

SEP 23 1999
AFFIDAVIT 3
Page 1

Att. West C
(16 pgs.)

SUBSCRIBED AND SWORN TO before me, ^{Kimiko KK}~~Kimico~~ Kinney, the undersigned Notary Public in and for said State and County, on this 14 day of September, 1998.

Kimiko Kinney

Notary Public of Idaho

Residing at: Boise

Commission Exp: 11/10/99

(SEAL)

MICROFILMED
SEP 21 1999
Page 2

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AFFIDAVIT

STATE OF IDAHO]
 }ss:
COUNTY OF ADA]

SALLY D. MARTIN, being first duly sworn on oath, deposes and states as follows:

1. My name is Sally D. Martin and I reside at 1098 East Cayman, Meridian, Ada County, Idaho, 83642. I am the prior owner of a certain parcel of real property located in Ada County, Idaho, and more fully described in Exhibit A attached hereto and incorporated herein by this reference.
2. I bought the land in 1958 and owned the property until I sold it in 1997. During the time that I owned the property, we used it for farming and ranching purposes.
3. There is a well located on the property that was used for irrigation and stock water purposes. In 1989, we made a claim for ground water rights relating to that well and a copy of that claim is attached hereto. All statements in that claim are true and accurate to the best of my knowledge, information and belief. The claim of water right was subsequently granted by the Court.

* to Farwest (Goldsmith)
-JR 4/29/99

MICROFILMED
AFFIDAVIT
SEP 5 1999

C3

4. To the best of my knowledge, information and belief, the well was used for stock water and irrigation purposes ^{when needed} continuously, more or less, since 1940. I also had water rights from the irrigation district.

this change was in document
when rec'd & I own
-gc 4/29/99

Dated this 15 day of September, 1998.

Sally D. Martin
SALLY D. MARTIN

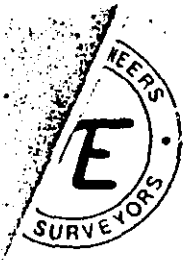
SUBSCRIBED AND SWORN TO before me, ^{Kimiko Kinney} ~~Kimiko Kinney~~, the undersigned Notary Public in and for said State and County, on this _____ day of September, 1998.

Kimiko Kinney
Notary Public of Idaho
Residing at: Boise
Commission Exp: 11/10/99

(SEAL)

MICROFILMED
AFFIDAVIT
SEP 23 1999

C4



HUBBLE ENGINEERING, INC.

9550 Bethel Court ■ Boise, Idaho 83709

208/322-8992 ■ Fax 208/378-0329

LEGAL DESCRIPTION FOR SALLY MARTIN PARCEL I

The Northwest Quarter of the Southeast Quarter, and the Southwest Quarter of the Southeast Quarter of Section 20, T.3N., R.1E., B.M., Ada County, Idaho. EXCEPT that portion of the Southwest Quarter of the Southeast Quarter lying South and West of the Ridenbaugh Canal, more particularly described as follows:

*this is
plu of
63-05041
- 12/12/2011*

Commencing at the 1/4 corner common to Sections 20 and 29, T.3N., R.1E., B.M.;

thence South 89°36'28" East along the section line 1,341.46 feet to a 5/8" iron pin marking the East 1/16 corner and the REAL POINT OF BEGINNING;

thence North 89°36'28" West, 476.36 feet to a point in the center of the Ridenbaugh Canal, from which a 5/8" iron pin bears South 89°36'28" East, 90.33 feet;

thence along the center of the Ridenbaugh Canal the following courses and distances:

North 56°00'00" West, 290.36 feet;

North 53°20'36" West, 340.70 feet;

thence 175.70 feet along a curve to the right having a central angle of 13°25'21", a radius of 750.00 feet, and a long chord which bears North 46°38'06" West, 175.30 feet;

thence North 39°55'30" West, 340.41 feet to a point on North-South center of section line, from which a 1/2" iron pin bears North 00°23'48" East, 63.61 feet;

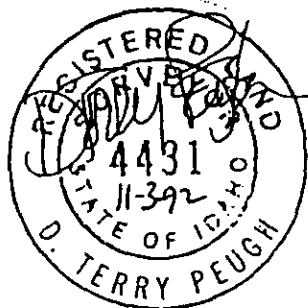
thence departing the center of the Ridenbaugh Canal North 00°23'48" East along the center of section line 597.65 feet to C-S 1/16 corner;

thence continuing North 00°23'48" East, 1,338.95 feet to the center of Section 20;

thence North 89°54'48" East, 1,331.73 feet to the C-E 1/16 corner;

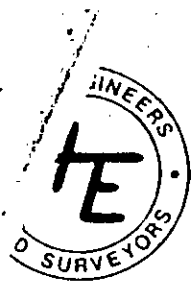
thence South 00°11'18" West, 2,689.04 feet to the Point of Beginning. Containing 75.92 acres, subject to road and canal rights-of-way.

Prepared by:
HUBBLE ENGINEERING, INC.



D. Terry Peugh, L.S.

DTP/dkg/333.des



HUBBLE ENGINEERING, INC.

9550 Bethel Court ■ Boise, Idaho 83709

208/322-8992 ■ Fax 208/378-0329

LEGAL DESCRIPTION FOR SALLY MARTIN PARCEL II

A parcel of land located North and East of the Ridenbaugh Canal in the Southeast Quarter of the Southwest Quarter of Section 20, T.3N., R.1E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the Quarter corner common to Sections 20 and 29, T.3N., R.1E., B.M., from which the E1/16 corner bears South 89°36'28" East, 1,341.46 feet;

thence North 00°23'48" East, 1,338.94 feet to the C-S1/16 corner and the REAL POINT OF BEGINNING.

thence South 00°23'48" West, 597.65 feet to a point in the center of the Ridenbaugh Canal, from which a 1/2" iron pin bears North 00°23'48" East, 63.61 feet;

thence along the center of the Ridenbaugh Canal the following courses and distances:

North 39°55'30" West, 2.99 feet;

North 52°22'24" West, 242.50 feet;

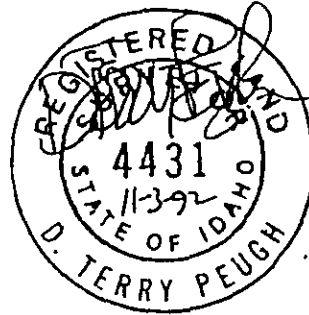
North 33°35'24" West, 233.60 feet;

thence 168.45 feet along a curve to the right, having a central angle of 12°52'08", a radius of 750.00 feet, and a long chord which bears North 27°09'24" West, 168.10 feet;

thence North 20°43'18" West, 111.75 feet to a point on the North boundary of the Southeast quarter of the Southwest quarter of said Section 20'

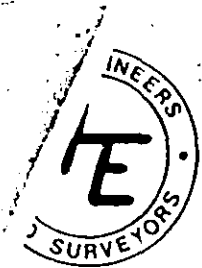
thence departing the center of the Ridenbaugh Canal South 89°49'16" East, 443.62 feet to the Point of Beginning. Containing 3.77 acres, subject to canal and ditch rights-of-way.

Prepared by:
HUBBLE ENGINEERING, INC.



D. Terry Peugh, L.S.

DTP/dkg/334.des



HUBBLE ENGINEERING, INC.

9550 Bethel Court ■ Boise, Idaho 83709

208/322-8992 ■ Fax 208/378-0329

LEGAL DESCRIPTION FOR SALLY MARTIN PARCEL III

A parcel of land located South and East of the Ridenbaugh Canal in the South half of the Northeast Quarter of the Southwest Quarter of Section 20, T.3N., R.1E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the quarter corner common to Sections 20 and 29, T.3N., R.1E., from which the E1/16 corner bears South 89°36'28" East, 1,341.46 feet;

thence North 00°23'48" East, 1,338.94 feet to the C-S 1/16 corner and the REAL POINT OF BEGINNING.

thence along the South boundary of the Northeast Quarter of the Southwest Quarter North 89°49'16" West, 423.18 feet to a found 1/2" iron pin as shown on Record of Survey No. 1361, Instrument No. 9243934, (Record North 89°49'39" West, 422.40 feet);

thence generally along the East bank of the Ridenbaugh Canal the following courses and distances:

North 12°06'03" West, 117.03 feet;

North 18°02'03" East, 105.00 feet;

North 39°02'03" East, 322.46 feet;

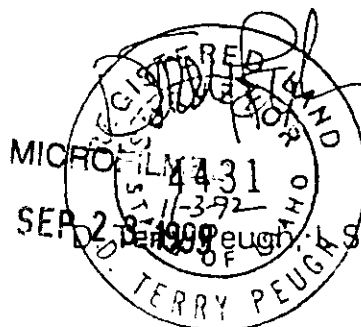
North 34°43'03" East, 86.20 feet;

North 40°22'33" East, 174.04 feet to a point on the North boundary of the South half of the Northeast Quarter of the Southwest Quarter of said Section 20;

thence South 89°56'27" East, 54.92 feet to the C-N-S1/64 corner;

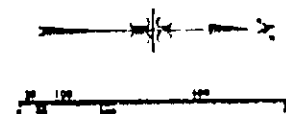
thence South 00°23'48" West, 669.47 feet to the Point of Beginning. Containing 4.61 acres, subject to canal and ditch rights-of-way.

Prepared by:
HUBBLE ENGINEERING, INC.

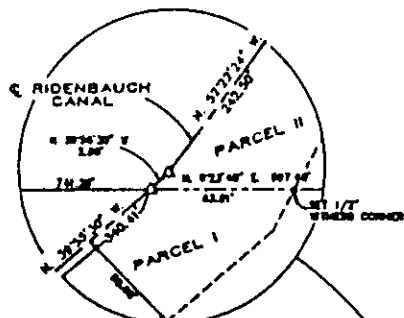


RECORD OF SURVEY FOR
SALLY MARTIN
 LOCATED IN THE S 1/2 OF SECTION 20,
 T.3N., R.1E., B.M.,
 ADA COUNTY, IDAHO
 • HUGGLE ENGINEERING, INC. •
 BOISE, IDAHO

RECORD OF SURVEY



SCALE: 1" = 200'



DETAIL
-NTS-

SEP 23 1999

MICROFILMED

BASES OF BEARING
N. 89°38'26" W.

30' WIDE CANAL EASEMENT

PARCEL I
76.92 Acres

100' WIDE CANAL EASEMENT

€ RIDENBAUGH CANAL

CURVE DATA

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C-1	775.00'	172°01'	173.27'		173.27'	S. 41°24'00" E.
C-2	775.00'	100°00'	100.00'		100.00'	S. 47°00'00" E.

- LEGEND**
- FOUND ALUMINUM CAP
 - FOUND BRASS CAP
 - FOUND 5/8" IRON PIN
 - FOUND 1/2" IRON PIN
 - SET 5/8" x 30" IRON PIN
 - SET 1/2" x 24" IRON PIN
 - △ CALCULATED POINT
 - PARCEL LINE
 - PROPERTY BOUNDARY LINE
 - EASEMENT BOUNDARY
 - € CANAL

CERTIFICATE OF SURVEYOR

I, D. Terry Pugh, do hereby certify that I am a Registered Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, and that this map is an accurate representation of said survey, and is in conformity with the Corner Preparation and Filing Act, Idaho Code 30-1001 through 30-1012.



D. Terry Pugh, L.S. License No. 4471

POST. NO. _____
 STATE OF IDAHO, COUNTY OF ADA, SS.
 FILED FOR RECORD AT THE REQUEST OF HUGGLE ENGINEERING, INC.
 THIS FIRST _____ DAY OF _____, 1999
 A DAVID HAYWARD, RECORDER
 BY _____ DEPUTY
 FEE \$ _____

RECORDING INDEX NUMBER: 311-70-0-0-0-00-00

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(4), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that

Sally Diane Martin
(Name of Claimant)
2690 E. Victory Rd., Meridian, Idaho 83642
(Mailing Address) (Zip Code) Telephone No. 288-2466

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority (When was the water first applied to a beneficial use) 1958
A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

- (2) Describe the source of water (Name of stream, lake, spring, etc., or ground water)
Ground water tributary to

- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

Quantity	(cfs, gpm, etc.)	Use	(Both dates inclusive)	
			(Mo., Day)	(Mo., Day)
Quantity	1.25	Use Irrigation	Period of Use From 4-1	To 10-31
Quantity	1.00	Use Stockwater	Period of Use From 1-1	To 12-31
Quantity		Use	Period of Use From	To
Quantity		Use	Period of Use From	To
Quantity		Use	Period of Use From	To

- (4) TOTAL QUANTITY USED

- (5) A) Point of diversion (Location of point where water is diverted from its source)
S. 34, T. 26 N., Sec. 20, Twp. 30 N., Rge. 16 E., B.M., County of Ada
Additional points of diversion

B) Describe means of diversion of water (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities; be as specific as possible. Describe any changes in the system and give the date of the change. Well, pump & pipeline or ditches

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			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	
34	1E	20																	71

No. of acres 71

- B) If water is used for other than irrigation, fully describe that use, being as specific as possible

livestock, water, feed, etc., etc.

NOTE: Include here the type and number of stock watered Beef, up to 500 head

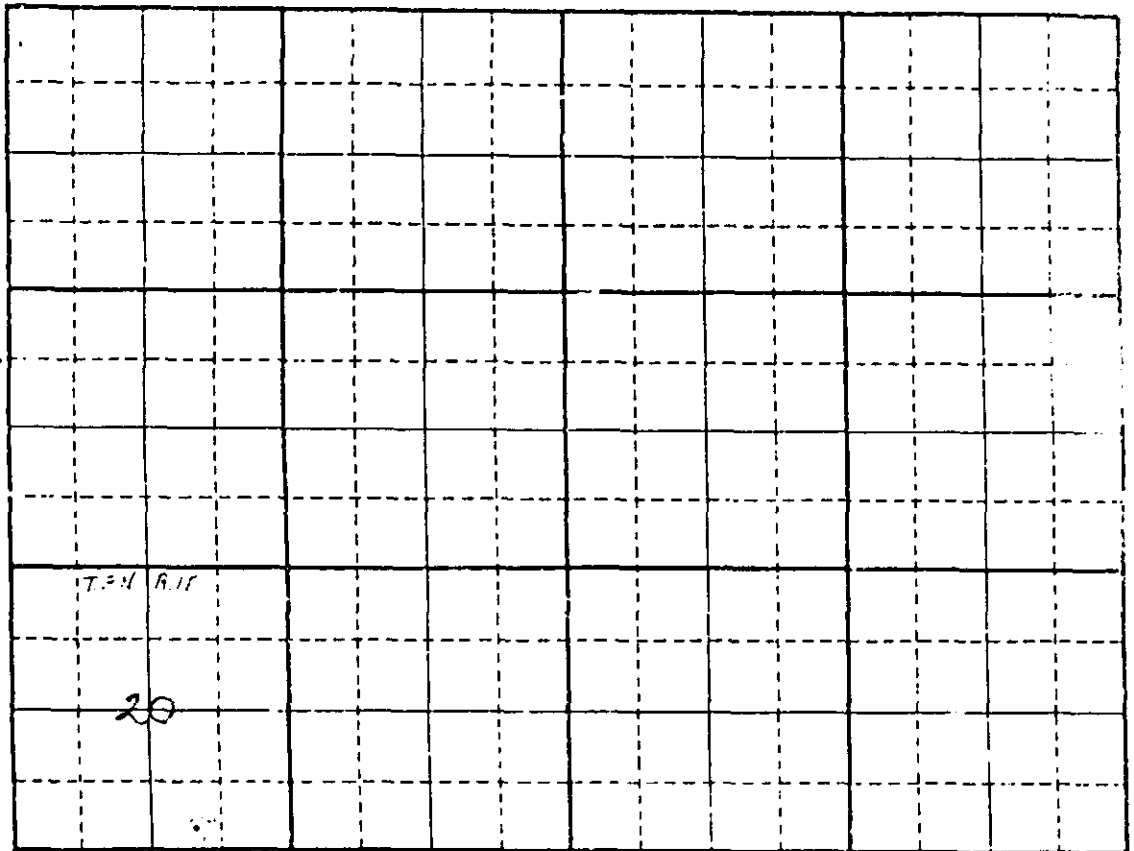
- (7) If you are claiming water as a member of an organization, give the name of organization NWA

SEP 23 1993

C11

63-05011
(B) Rem This well is in addition to the Testie well.

The well is used to supplement water received from the irrigation district



Scale 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40 acre subdivisions, section, township and range of the public land survey system

State of Idaho

County of

ADA

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 19th day of

Sally H. Martin
(Claimant)

1983

Notary Public
Residing at

My commission expires

6-12-86

FOR DEPARTMENT USE ONLY

Received by

SP

Date 5/25/83

Exception filed by

Forwarded to

Date

Relim. check by

645

Date 5/25/83

Claimant by

\$30.00 fee received by

Date

Published in

Idaho Statesman
30 & 31/1/83

Dates

MICROFILMED

SEP 23 1999

C12

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A63-05041
Date Received: 7/14/1989
Receipt No: W003610
Received By: R&L

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SALLY DIANE MARTIN
Address: 2680 E. VICTORY RD.
MERIDIAN, ID

208-888-7116

83642

2. Date of Priority: DEC 31, 1940

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	01E	20	SW	SE			ADA

5. Description of diverting works:

12" CASING, SURFACE PUMP, APPROX 100' DEEP, GATED PIPE, HOSES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	1.420		
STOCKWATER	01/01	12/31	0.020		

7. Total Quantity Appropriated is:
1.440 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:
UP TO 60 HD RANGE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	01E	20	NW	SE		IRR	32.0
			SW	SE		IRR	35.0

Section Acres 67.0

A63-05041

Page

1

Date:

07/14/89
MICROFILMED

AUG 20 1992

MICROFILMED

SEP 23 1999

C13

— earlier
d.o.p.

↑
Difference
compared to
W.R.
Record.
↓

— 1/55
Acres
but same
Q&A

92
12/28/98

10. Place of Use: Continued

Total Acres 67.0

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A63-16323

14. Remarks:

CLAIMANT WOULD LIKE TO CLAIM THAT WATER WAS FIRST USED ON THIS
RIGHT SINCE 1940, INFORMATION WAS FROM A PERSON THAT HAD RENTED
THE PLACE BEFORE THE CLAIMANT HAD BOUGHT IT.

15. Basis of Claim: STATUTORY CLAIM

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AUG 20 1992

64

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Sherry Diane Martin Date: July 14, 1989

Date: _____

State of Idaho)
County of ADA) SS.

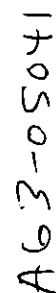
Subscribed and sworn (or affirmed) before me this 14th day
of July 19 89

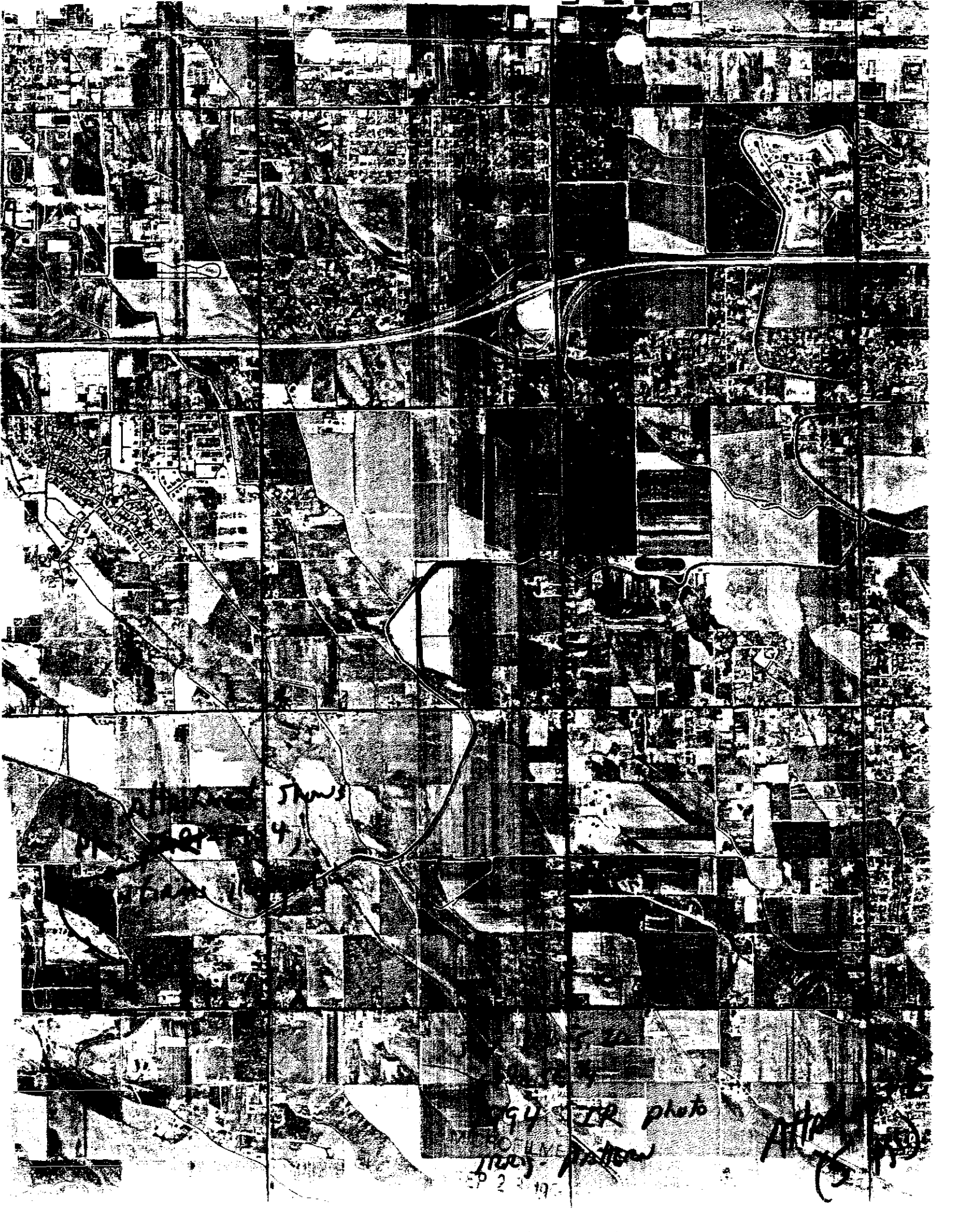
Ron Howerton
Notary Public

Seal

Residing at Ron Howerton

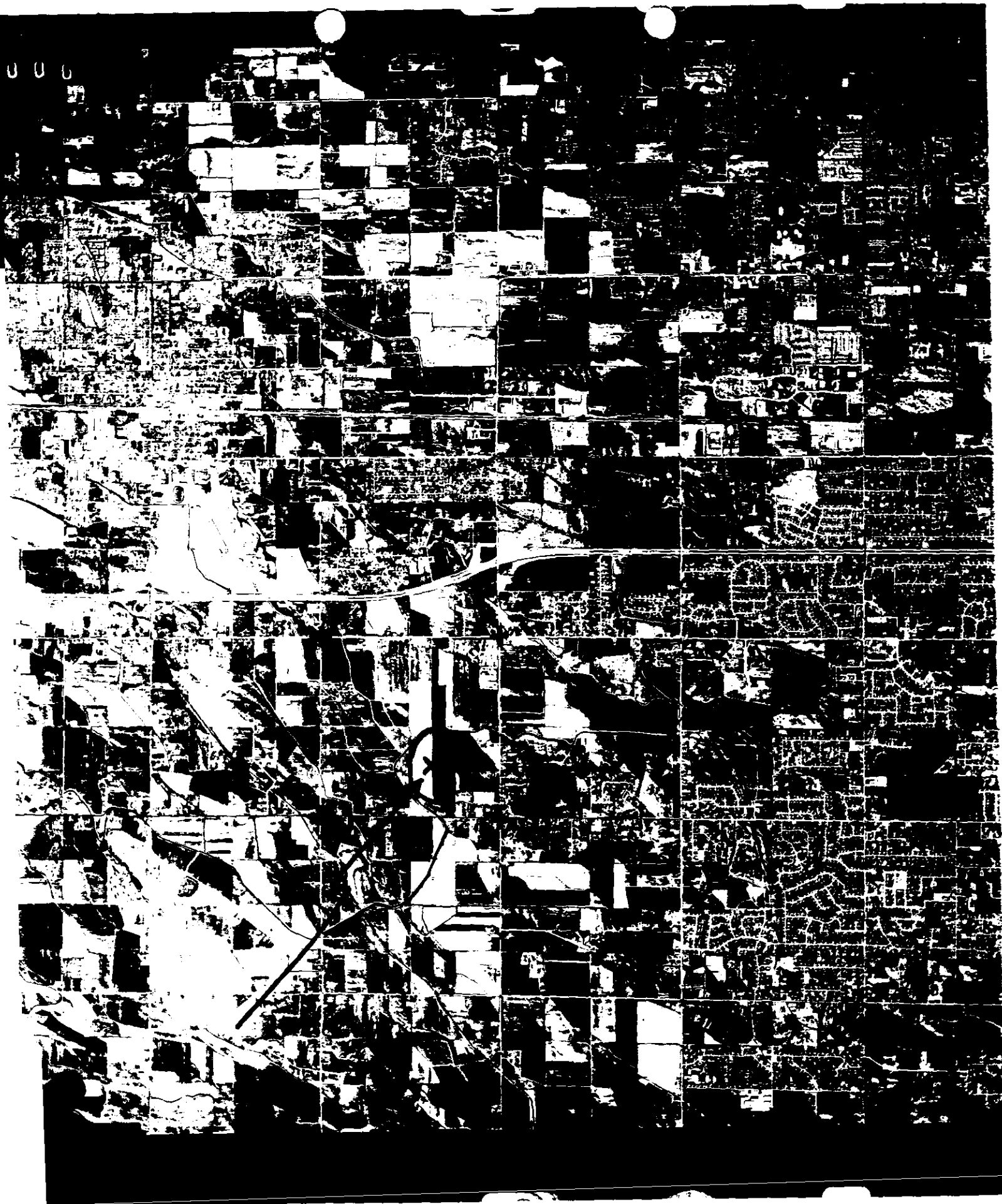
My Commission Expires Residing at Boise, Idaho
My Commission Expires December 6, 1991





1994 IR photo
May 2 1975

Att
1975



3N 1E S. 20 W 1/2 SE 1/4 7/1982 3MAPP X58 NW
irry. pattern

E2

3N 1E S. 20
W 1/2 SE 1/4 irrig.
pattern 7/1981
orthophoto



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SEP 23 1989

1959 ET-119



CONVERSATION MEMORANDUM

DATE 4/20/99
FILE 63-05041NAME OF PARTY Kim Kinney e Forewest
EMPLOYEE JL

Pg- 1 of 2

RE: OLD WELL

Attached photo rec'd 4/16/99 as part of her 3/29/99 letter. This is the well in 63-05041 located in SWSE S.20. Apparently (per her subsequent tel. call after rec'd her letter), separate p/d in A63-16323 was abandoned & well in 63-05041 was used for A63-16323 instead. This happened quite awhile ago (not sure when).

That sounds reasonable since A63-16323 has 1890's priority - suggests land dry well. Forewest intends to withdraw A63-16323 since navigation duplicated in 63-05041.

Now intends to properly abandon pictured well & shift use to existing Sherburne well.

MICROFILMED
SEP 23 1999Attachment D
(2 pgs)

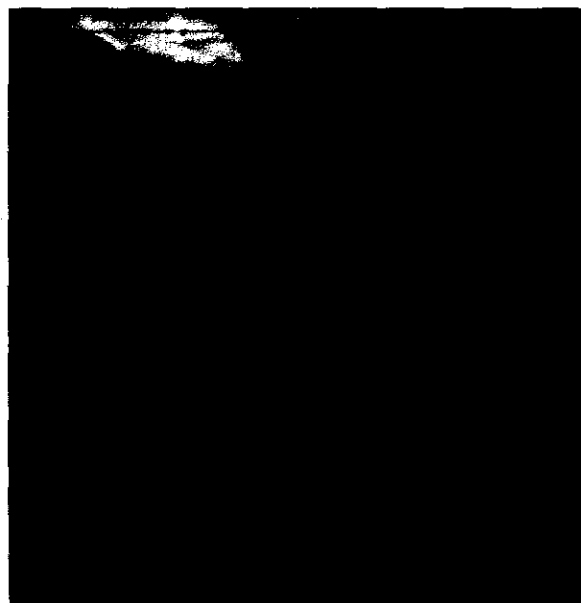


Photo of 63-05041 (is A63-16323 pld change?)
Well. From Farwest (Kin K.) in the 3/29/99 letter.

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SEP 23 1999

B. 2 of 2
D2

RECEIVED

SE. 18 1998

Page 1 of 6

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER RESOURCES
WESTERN REGION

Transfer No. _____

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Farwest LLC / Marty Goldsmith Phone 388-0889
Post Office address 4550 W. State St. Boise, Idaho 83703

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes applicant proposes to subdivide land.

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

1. Right Number 63-05041 Priority _____ Amount (cfs/ac-ft) .54 Nature of Use Irrig Period of Use 4/1 to 10/31

2. Total amount of water being transferred .54 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water groundwater tributary to _____
4. Point(s) of Diversion: _____

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	SW	20	3N	1E	ada	ground water

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
3N	1E	20									1				1		25		27
																			MICROFILMED
																			SEP 23 1999
Original - Fee Revised Version																			
of 5/13/99																			
																			27

Total acres

PART 1

6. General Information:

a. Description of diversion system Pumping Facility for pressurized
irrigation system. Well is designed to be used as
a secondary source of water

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

none

d. Remarks:

We would like to transfer the point of diversion to
the well to be drilled at Shurbrooke, permit #. 63-12437.
Original Statutory Claim amount decreased from
71 acres to 67 actual irrigated acres per CESA records.

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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SEP 23 1999

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. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. 63-5041 on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

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

☐ Tax Notice ☒ Warranty Deed ☐ Other _____

3. Source of water ground tributary to _____

4. Date or priority _____

5. Water is used for the following purpose:

amount 1.440 for irrigation purposes from 1-1 to 12-31
(cfs/ac-ft) .020 for iv purposes from 1-1 to 12-31
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft) _____

6. Total amount of water under right 1.440 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SW	SE	20	3N	1E	Ada	ground water

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
3N	1E	20														32	39		71

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SEP 23 1999

Total acres 71

9. Describe any other water rights used for the same purpose as described above

Canal Shares

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

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

1. amount .54 for irrigation purposes from 4/1 to 10/31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SW	SE	20	3N	1E	ADA	

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 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	

Total acres _____

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

1. amount .90 for Irrig purposes from 4/1 to 10/31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
3N	1E	20														20	20		40

Total acres 40

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SEP 23 1999

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.

20

20

SE 1/4

SW 1/4

SE 1/2
 SEP 23 1999
~~SW 1/2~~

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

(W 1/2) SW 1/2 of SE 1/4 of SW 1/4 of SE 1/4 of S20

PART 3

B. CHANGES IN NATURE OF USE

N/A

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
	<u>pressurized irrigation</u>	<u>all</u>	<u>secondary source</u>	<u>1-1 to 12 31</u>
				to _____

2. Quantity and quality of return flows and location of discharge:
discharge to river mile

3. Describe effects on other water uses resulting from the proposed change:
no water users should be effected by the proposed change.

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

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

LORI GRAVES

NOTARY PUBLIC

STATE OF IDAHO

[Signature]
 (Signature of Applicant)

Subscribed and sworn to before me this 18th day of Sept, 19 98.

[Signature]
 (Notary Public)

My commission expires 6/18/04

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and _____ attachments

Received by *[Signature]* Date 9/18/98 Protest filed by _____

Prelim. check by *[Signature]* Fee \$100.00

Receipted by *[Signature]* Date 9/18/98 0024415

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

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 SEP 23 1999

RECEIPT
For Monies Paid
to the
Idaho Department of Water Resources

Receipt No: **W024415**

Date: **9/18/1998**
Time: **12:45:14**

Received
From: **FARWEST LLC**

Type of Payment	Program A cct	Amount
APPLICATION FOR TRANSFER OF A WATER	62105 229 21 1155	100.00
APPLICATION FOR PERMIT	62103 229 21 1155	50.00
Total		\$ 150.00

CHECK 5122

Region: **WESTERN**

Signature: _____



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SEP 23 1999

8/6/1998

Far West

SE $\frac{1}{4}$

3N 1E S20 NESE

Dale Nixon

Nampa Herdman

F

1. SUBSTANTIATE IRRIGATION K.m
2. DETERMINE NEW IRR acres K.m
3. File xfer + new app if necessary

Well located in SESW S20

→ Moving P/D to

This location

Existing (to be) well.

See also 63-12410

NWSE

+ NESE

SWE

NESW

~~NE~~

SESW

Far West

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SEP 23 1999

- poss. 4th Appl -

Fun mm 8/28/98

**DESCRIPTION FOR
PROPOSED THOUSAND SPRINGS SUBDIVISION**

THURS.

9:00

April 14, 1998

A parcel of land lying in the South ½ of Section 20, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the southeast corner of Section 20, T.3N., R.1E., B.M., thence N 89°36'44" W 1341.26 feet to the southeast corner of the SW ¼ of the SE ¼, the **REAL POINT OF BEGINNING** of this description;

Nampa
Need an?

Thence N 89°36'38" W 476.32 feet to a point on the centerline of the Ridenbaugh Canal;

Thence N 56°00'00" W 290.36 feet along said centerline to a point;

Thence N 53°20'36" W 340.70 feet along said centerline to a point of curvature;

Thence along said centerline along a curve to the right 175.65 feet, said curve having a radius of 750.00 feet, a central angle of 13°25'06", tangents of 88.23 feet, and a long chord which bears N 46°38'03" W 175.24 feet to a point of tangency;

Thence N 39°55'30" W 343.40 feet along said centerline to a point;

Thence N 52°22'24" W 242.50 feet along said centerline to a point;

Thence N 33°35'24" W 233.60 feet along said centerline to a point of curvature;

Thence along said centerline along a curve to the right 168.45 feet, said curve having a radius of 750.00 feet, a central angle of 12°52'06", tangents of 84.58 feet, and a long chord which bears N 27°09'21" W 168.09 feet;

Thence N 20°43'18" W 111.74 feet along said centerline to a point;

Thence S 89°49'11" E 20.42 feet to a point;

Thence N 12°06'03" W 117.00 feet to a point;

Thence N 18°02'03" E 105.00 feet to a point;

Thence N 39°02'03" E 301.40 feet to the southeast corner of Los Alamos Park Subdivision No.3, filed in Book 75 of Plats, at Pages 7748 and 7749, records of the Ada County Recorder's Office;

Thence continuing N 39°02'03" E 21.06 feet along the east boundary of said Los Alamos Park Subdivision No.3 to a point;

MICROFILMED

Thence N 34°43'03" E 86.20 feet along said east boundary to a point;

SEP 23 1999

Thence N 40°22'33" E 174.04 feet along said east boundary to a point;

980204-tsprings-dcs

Post-it® Fax Note	7671	Date	8/3	# of pages	2
To	Theresa Mancini	From	Kim Kenney		
Co./Dept.	Dept. of Water	Co.	Farwest		
Phone #	334-2190	Phone #	388-0189		
Fax #	334-2348	Fax #	388-3790		

Thence S 89°56'27" E 54. feet along said east boundary to a point on the west line of the SE ¼;

Thence N 00°23'51" E 669.47 feet to the northeast corner of Los Alamos Park No.3 Subdivision, said corner also being the northwest corner of the SE ¼ (the center ¼ corner) of said Section 20;

Thence N 89°54'42" E 1331.62 feet to the northwest corner of the NE ¼ of the SE ¼;

Thence S 00°11'01" W 118.03 feet along the west line of the NE ¼ of the SE ¼ to a point on the centerline of the Ridenbaugh Canal;

Thence S 85°56'06" E 560.97 feet along said centerline to a point of curvature;

Thence along said centerline along a curve to the left 116.45 feet, said curve having a radius of 200.00 feet, a central angle of 33°21'36", tangents of 59.93 feet, and a long chord which bears N 77°23'06" E 114.81 feet to a point of tangency;

Thence N 60°42'18" E 121.50 feet along said centerline to a point of curvature;

Thence along said centerline along a curve to the right 222.33 feet, said curve having a radius of 250.00 feet, a central angle of 50°57'18", tangents of 119.12 feet, and a long chord which bears N 86°10'57" E 215.08 feet to a point of tangency;

Thence S 68°20'24" E 339.40 feet along said centerline to a point on the westerly right of way of S. Eagle Road;

Thence S 00°00'14" E 1163.70 feet along said westerly right of way to a point on the south line of the NE ¼ of the SE ¼;

Thence N 89°50'56" W 1311.61 feet to the southwest corner of the NE ¼ of the SE ¼;

Thence S 00°11'31" W 1344.49 feet to the REAL POINT OF BEGINNING of this description;

Said parcel of land contains 121.227 acres more or less.

Michael E. Marks, P.L.S. No. 4998



SD-0609-2 Township: 03N Range: 01E Section: 20 Tract: S2 Lot: 11

S	L	S	STATE	O	S	Max # Records	11
E	O	E	Water	W	T	Priority	Use
L	Tract	T	C	Right No.	Name	Date	Code Desc
				Last, First	N AC	G	
		20	63-02388	US DEPT OF INTERIOR	C	L	08/18/1924 01 IRR
NESW		20	63-12410	FARWEST LLC	C	P	09/05/1997 43 DOMEST
NWSW		20	63-04296	WOLF, JACK D.	C	6 S	03/14/1961 01 IRR
				WOLF, ALICE D. NO	C		43 DOMEST
NWSW		20	63-04876	SMITH, HARLEY	C	2 S	01/01/1962 01 IRR
NWSW		20	63-12410	FARWEST LLC	C	P	09/05/1997 43 DOMEST
NWSW		20	63-02968	FARWEST LLC	C	12 L	11/19/1953 01 IRR
				GRAY, THOMAS P	O		43 DOMEST
SWSW		20	63-12437	WESTPARK CO INC, THE	C	P	12/17/1997 43 DOMEST
SESW		20					
NWSE		20	63-05041	MARTIN, SALLY DIANE	C	32 S	01/01/1958 01 IRR
				GRAY, THOMAS P	O		04 STOCK
SWSE		20				39	
SESE		20	63-09809	HARRIS, MARY A.	C	2 L	08/07/1981 01 IRR
				HARRIS, GORDON M.	C		43 DOMEST

END OF DATA...ENTER MENU OPTION AND/OR PRESS ENTER TO CONTINUE
 (Enter=Continue) (GOLD 7=This Query)

(Menu _____)

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SEP 23 1999

AJ5809NP
No. A63-05041

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 08/06/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	SALLY DIANE MARTIN	12/31/1940	IRRIGATION	04-01 10-31	1.42 CFS	
			STOCKWATER	01-01 12-31	0.02 CFS	
TOTAL DIVERSION:					1.44 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: STATUTORY CLAIM

Point(s) of Diversion: T03N R01E S20

SWSE

ADA County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE						
NENE NWNE SWNE SENE				NENW NWNW SWNW SENW				NESW NWSW SWSW SESW				NESE NWSE SWSE SESE						
T	R	S		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	SUM
03N	01E	20	:													32	35	67.0
TOTAL ACRES																	67.0	

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

POU County: ADA

Non-Irrigation Uses: UP TO 60 HD RANGE

Other Rights: A63-16323

Remarks: GEN CLAIMANT WOULD LIKE TO CLAIM THAT WATER WAS FIRST USED ON THIS
RIGHT SINCE 1940, INFORMATION WAS FROM A PERSON THAT HAD RENTED
THE PLACE BEFORE THE CLAIMANT HAD BOUGHT IT.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

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SEP 23 1999

Fax West

WR5809NP
No. 63-05041

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 08/06/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	SALLY DIANE MARTIN	01/01/1958	IRRIGATION	04/01 10/31	1.420 CFS	
			STOCKWATER	01/01 12/31	0.020 CFS	
TOTAL DIVERSION:					1.440 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: STATUTORY CLAIM

Point(s) of Diversion: T03N R01E S20

SWSE

ADA County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				
NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	:
T	R	S	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	: SUM

03N 01E 20 :												32 39			: 71.0	
														TOTAL ACRES		: 71.0

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

Pou County: ADA

Dates:	App. Received:	Priority Date:	01/01/1958
	Proof Due Date:	Proof Made Date:	
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:		

Misc:	Water District Number:	Field Exam Fee:
-------	------------------------	-----------------

MICROFILMED
SEP 23 1999

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES



CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Sally Diane Martin
(Name of Claimant)
2680 E. Victory Rd., Meridian, Idaho 83642 Telephone No. 888-2466
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use) 1958

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
Ground water tributary to _____

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

(cfs, af)	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
		(Mo., Day)	(Mo., Day)
Quantity <u>1.42 cfs</u>	Use <u>Irrigation</u>	Period of Use From <u>4-1</u>	To <u>10-31</u>
Quantity <u>.02 cfs</u>	Use <u>Stockwater</u>	Period of Use From <u>1-1</u>	To <u>12-31</u>
Quantity _____	Use _____	Period of Use From _____	To _____
Quantity _____	Use _____	Period of Use From _____	To _____
Quantity _____	Use _____	Period of Use From _____	To _____

(4) 1.44 TOTAL QUANTITY USED.
(cfs, af)

(5) A) Point of diversion: (Location of point where water is diverted from its source)
SW ¼ SE ¼, Sec. 20 Twp. 3N Rge. 1E B.M., County of Ada
Additional points of diversion: _____

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. Well, pump + pipeline or ditches

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
<u>3N</u>	<u>1E</u>	<u>20</u>														<u>32</u>	<u>39</u>		<u>71</u>

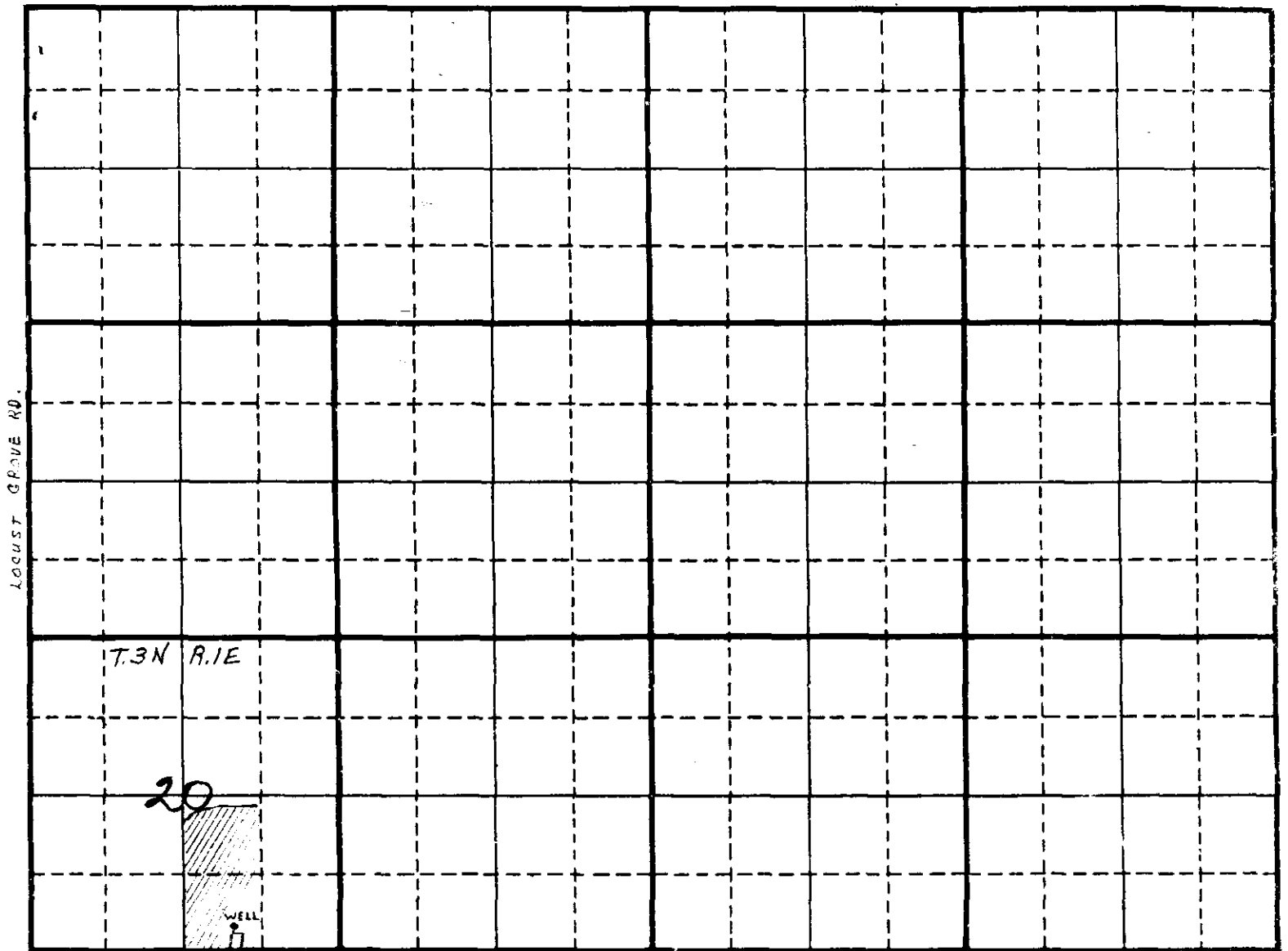
No. of acres 71

B) If water is used for other than irrigation, fully describe that use, being as specific as possible:
Livestock, SW¼, S20, R 1E, T3N
SW¼ of the SE¼

NOTE: Include here the type and number of stock watered: Beef, up to 60 head

(7) If you are claiming water as a member of an organization, list name of organization: - N/A

(8) Remarks This well is in addition to the domestic well.
The well is used to supplement water received from the irrigation district.



Scale: 2 inches equal 1 mile.

VICTORY RD

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of ADA) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 19th day of MAY, 1983.

Sally D. Martin
(Claimant)

Jacqueline Huffman
Notary Public
Residing at BOISE, IDAHO

My commission expires 01-13-86

FOR DEPARTMENT USE ONLY

Received by <u>JP</u>	Date <u>5/25/83</u>	Exception filed by:	Forwarded to	Date
Prelim. check by <u>625</u>	Date <u>5/25/83</u>		claimant by:	
\$30.00 fee received by <u>JP</u>	Date <u>5/25/83</u>	# <u>18880</u>		
Published in <u>Idaho Statesman</u>				
Dates <u>6/30 & 7/1/83</u>				

NOTICE OF CLAIMS
TO WATER RIGHTS

The following claim(s) have been
filed on water right(s) created by di-
version and beneficial use:

AMENDED

63-4975

PINKSTON, JOHN R.
GAMBLE, ROBERT L.
990 W. CHINDEN
MERIDIAN, ID 83642
Source: WASTE WATER trib. to
NORTH SLOUGH NO. TWO
DITCH

Priority Date: 03/15/1902
Diversion Point: SENE Sec 30 T 04N
R 01E SESE Sec 24 T 04N R 01W
Use: IRRIGATION (3.00 CFS)
In: NESW SESW SWSE Sec 24 T 04N
R 01W FOR 69 ACRES

63-5040

WAGNER, JERRY C.
RT. 3, EAGLE, ID 83616
Source: GROUNDWATER
Priority Date: 01/01/1900
Diversion Point: SESW Sec 08 T 04N
R 01W
Use: IRRIGATION (0.02 CFS)
COMMERCIAL (0.04 CFS)
DOMESTIC (0.08 CFS)
In: SESW Sec 08 T 04N R 01W FOR 1
ACRES

63-5041

MARTIN, SALLIE EDNA
2680 E. VICTORY RD.
MERIDIAN, ID 83642
Source: GROUNDWATER
Priority Date: 01/01/1958
Diversion Point: SWSE Sec 20 T 03N
R 01E
Use: IRRIGATION (1.42 CFS)
STOCKWATER (0.02 CFS)
In: NWSE SWSE Sec 20 T 03N R 01E
FOR 71 ACRES

63-5048

MORELY, ROBERT &/or RUTH V.
1163 W. STATE ST., EAGLE, ID 83616
Source: UNNAMED-SLOUGH trib. to
BOISE RIVER
Priority Date: 03/15/1937
Diversion Point: NENW Sec 17 T 04N
R 01E
Use: IRRIGATION (1.00 CFS)
In: NENW Sec 17 T 04N R 01E FOR 12
ACRES

63-5049

STRICKLIN, LOREN C. &/or
MARVA G.
220 PROVIDENT, BOISE, ID 83706
Source: GROUNDWATER
Priority Date: 09/01/1959
Diversion Point: NWNE Sec 23 T 03N
R 02E
Use: IRRIGATION (0.06 CFS)
DOMESTIC (0.04 CFS)
In: NWNE Sec 23 T 03N R 02E FOR 2
ACRES

63-5064

CULLEN, JOSEPH W. &/or REBA L.
245 DAWN ST., RT. 3, EAGLE, ID 83616
Source: GROUNDWATER
Priority Date: 01/01/1944
Diversion Point: NESE Sec 08 T 04N
R 01E
Use: DOMESTIC (0.02 CFS)
COMMERCIAL (0.02 CFS)
In: NESE Sec 08 T 04N R 01E

63-5065

EDWARDS, PAUL WILSON
4203 CATALPA DR., BOISE, ID 83703
Source: GROUNDWATER
Priority Date: 10/01/1956
Diversion Point: SWNE Sec 29 T 04N
R 02E
Use: IRRIGATION (0.02 CFS)
DOMESTIC (0.02 CFS)
In: SWNE Sec 29 T 04N R 02E FOR 1
ACRES

63-5067

EDWARDS, PAUL WILSON
4203 CATALPA DR., BOISE, ID 83703
Source: GROUNDWATER
Priority Date: 10/01/1930
Diversion Point: SWNE Sec 29 T 04N
R 02E
Use: IRRIGATION (0.36 CFS)
DOMESTIC (0.02 CFS)
In: SWNE Sec 29 T 04N R 02E FOR 6
ACRES

63-5068

VANCE, L. A.
4420 S. LOCUST GROVE
MERIDIAN, ID 83642
Source: WASTE WATER trib. to TEN
MILE CREEK
Priority Date: 04/30/1967
Diversion Point: SWSW Sec 29 T 03N
R 01E
Use: IRRIGATION (0.18 CFS)
In: NWSW SWSW Sec 29 T 03N R 01E
FOR 9 ACRES

63-5070

GRANT, FLORENCE B.
COMERFORD, HARRIET B.
1901 N. E. 67TH ST.
PORTLAND, OR 97213
Source: MAYNARD CREEK trib. to
BOISE RIVER
Priority Date: 02/20/1911
Diversion Point: SWSE Sec 28 T 03N
R 03E
Use: IRRIGATION (0.50 CFS)
STOCKWATER (0.01 CFS)
In: SWSE SESE Sec 28 T 03N R 03E
NENE Sec 33 T 03N R 03E FOR
100 ACRES

Exceptions to a claim may be filed
with the Director, Dept. of Water Re-
sources, Western Region, Statehouse,
Boise, Idaho 83720

A. KENNETH DUNN
Director
Pub. June 30, July 7, 1983

824

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

Susan K. Mayer

, being duly
sworn, deposes and says: That she is the Principal
Clerk of The Idaho Statesman, a daily newspaper
printed and published at Boise, Ada County, State
of Idaho, and having a general circulation therein
and which said newspaper has been continuously and
uninterruptedly published in said County during a
period of twelve consecutive months prior to the
first publication of the notice, a copy of which
is attached hereto; that said notice was published
in the regular edition of The Idaho Statesman for

two

insertions, beginning with the

issue of June 30, 1983, and ending with the

issue of July 7, 1983.

Susan K. Mayer

Subscribed and sworn to before me this 7th

day of July, 1983.

Shirley E. Egan

Notary Public for Idaho, Residing at Boise, Idaho

177-1071 MED



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

August 24, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

FARWEST LLC
C/O MARTY GOLDSMITH
4550 W STATE ST
BOISE ID 83703

RE: Water Right 63-05041 (Transfer 5468)

Dear Mr. Goldsmith:

Enclosed is the copy of your approved Transfer of Water Right for the above referenced water right (Transfer 5468). 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,

Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

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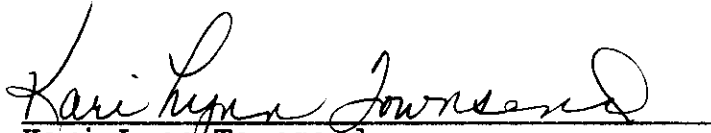
SEP 23 1999

CERTIFICATE OF MAILING

I hereby certify that on the 24th day of August, 1999, I mailed a true and correct copy, postage prepaid, of the foregoing **TRANSFER APPROVAL** to the person(s) listed below:

RE: WATER RIGHT 63-05041 (Transfer 5468)

**FARWEST LLC
C/O MARTY GOLDSMITH
4550 W STATE ST
BOISE ID 83703**


Kari Lynn Townsend
Secretary

MICROFILMED
SEP 23 1999

Responding to Preliminary Orders Issued by the Idaho Department of Water Resources

The Idaho Department of Water Resources (Department) issues water right permits, licenses, and transfers as preliminary orders pursuant to section 67-5243, Idaho Code. A preliminary order 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 the 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 a 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, a preliminary order will become a final order of the Department.

If any party appeals or takes exceptions to a 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.

ORAL ARGUMENT

If the Department grants a petition to review a 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.

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SEP 23 1999

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Department in connection with a 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.

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

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APR 23 1999

MEMORANDUM

TO: File 63-05041

FROM: Pam Skaggs /State Office

SUBJECT: Transfer 5468

DATE: August 23, 1999

Transfer 5468 changes the point of diversion and place of use under Right 63-05041. This claimed irrigation right will provide water for a subdivision being developed on the original and adjacent property. The transfer is filed in conjunction with Application for Permit 63-12535 that will provide for the remaining irrigation and domestic use for two proposed subdivisions. Both rights will use the same existing irrigation well.

This right originally claimed irrigation of 71 acres, but has been reduced on the SRBA claim and this application to 67 irrigated acres. The rate of diversion has been reduced to reflect the change in acres ($0.02 \times 67 = 1.34$ cfs) and stockwater use has been dropped. Diversion volume was adjusted to current standards.

Recommended conditions include future measuring & annual reporting, supplemental groundwater, irrigation overlap, extended completion time of 5 years, non-confirmation of claim, permissible place of use, right-of-way, well abandonment rules and standard transfer conditions.

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SEP 23 1999

TRANSFER REVIEW SHEET

(07-98)

Transfer # 5468

Date Reviewed 08-20-99 28

Right(s) 63-05041 _____

☒ WRQ/Split Summary ☒ ^{No Activity/Claimed} 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 App. + Region review - See Attachment B

Transfer ☒ All of Right _____ Portion of Right
 Resulting Split(s) NONE

Check Transfer Against Recorded Right Season/Vol. D/4.5

(1) ☒ Priority (2) ☐ Use (3) ☐ Season (4) ☐ Rate (5) ☐ Volume
 (6) ☒ Source (7) ☐ P/D (8) ☐ P/U (9) ☒ Proof/Owner (10) ☒ Map
 (11) NA Water District (12) ND Pertinent Conditions (13) NO Expansion

(2) Drop STOCK use/ IRR only
 (3) Standard Season 3-15 to 11-15
 (4) Reduce rate to reflect less acres $.02 \times 67 = 1.34 \text{ cfs}$
 (5) Standard Vol. $67 \times 4.5 = 301.5 \text{ ac-ft} < \text{VDR}$
 (7) Change P/D to existing IRR well.
 (8) Create P/U 67 acres w/in 92 total acres

DP# 6398-C-0352-000(IRR) AT Claim = 67 acres
 Existing well - 76 total acres - 67 under transfer

Transfer Remarks (W58) PPU
Non-confirmation of claim, (W57) Modify to allow 5 years
 Conditions 01M, (W50), 065, 079, R65, (T07), T08, T09

Database/Processing Notes Standard ☒ Non-Standard _____
T file

"T" Files Update Complete ☒ Approval Form ☒ Transfer Memo ☒
 Database Updated Following Approval _____ Memo/Form Files Deleted _____

8-23-99

28

(WATER RIGHT NUMBERS THAT BEGIN WITH AN '**' ARE ADJUDICATION CLAIMS)
(QUARTER-QUARTERS WITH A '?' HAVE DIFFERENT ACREAGE AMOUNTS--CHECK THE DATA BASE RECORDS)

WR-NUMBER	SOURCE	NE				NW				SW				SE				SUM
		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac			
T03N R01E S 20																		
6302017	UNNAMED ST :	40				10											50	
6302388	BOISE RIVE :																	
A6302388	BOISE RIVE :																	
6302968	GROUNDWATE :										12						12	
A6302968	GROUNDWATE :										12						12	
6304296	GROUNDWATE :										6						6	
6304876	GROUNDWATE :										2						2	
6305041	GROUNDWATE :																	
A6305041	GROUNDWATE :																	
T6305041	GROUNDWATE :									4			4		24			
6309809	GROUNDWATE :																	
A6309809	GROUNDWATE :																	
6310885	GROUNDWATE :																	
A6316323	GROUNDWATE :																	
A633018120	BOISE RIVE :	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
--86 MAP--	C1Q-X 58 :	38	39	40	39	34	38	38	38	40	37	38	40	39	40	38	40	

No C overlaps other than NMID under A63-30181
Supplemental GW

WR0631NP

IDAHO DEPARTMENT OF WATER RESOURCES
PREFIX/SPLIT QUERY

DATE: 08/20/99
TIME: 14:12:05
PAGE: 1

WATER RIGHT NO.	NAME	OWNER	PRIORITY DATE	STG/STS	SOURCE	USE DESC	SYSTEM
63-05041	MARTIN, SALLY DIANE	C	01/01/1958	S/	GROUNDWATER	IRR STOCK	WR
T63-05041			01/01/1958	S/	GROUNDWATER	IRR	WR
A63-05041	MARTIN, SALLY DIANE	C	12/31/1940	S/	GROUNDWATER	IRR STOCK	AJ

T5468

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
AUG 04 1999

TRANSFER ANALYSIS SHEET

Department of Water Resources

APPLICANT Farmest LLC/MARK Goldsmith

TRANSFER NO. 5468

INITIAL ALLOCATION REVIEW BY SL

DATE 6/2/99

1. Right number(s) 63-05041

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 in PPOW
☐ Change N/U ☐ Change Period ☐ Split Right
☐ Other: _____

4. Check Existing Right:
☒ Source ☒ Priority ☒ Amount ☒ Purpose
☒ Period ☒ SRBA Claim
☒ Description of original point(s) of diversion
☒ Description of original place of use
☒ Overlapping rights on original place of use

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

- a. ☒ Analysis memo (always - unless justify why not needed) = 6/3/99 attached
- b. ☒ All of right
- c. N/A Part of right (NOTE! Part B should be filled in only if part of right is owned by the applicant)
- d. ☒ Description of point(s) of diversion
- e. ☒ Description of place of use
- f. ☒ Map showing P/D & P/U after transfer
- g. ☒ Correct notarized signature and \$100 fee
- h. ☒ Proof of ownership of right &/or land from which water is transferred
- i. ☒ Expansion in use of right - check rate of flow, diversion volume and consumptive use volume. Comments:

amended prior to legal notice so add'l fee N/A.

j. ☒ Overlapping rights - check current & proposed scenarios:
 Current } NMID is primary water on pre & post
 Proposed } development scenarios. Claim A63-16323 overlaps 1 acre

k. ☒ SRBA claim(s) claimed as licensed except less acres?
 Goshie priority. Transfer restores stat. claim priority so
 " " not mentioned in legal notice.

l. ☒ Comment letters ☒ Yes ☐ No
 If yes ☒ Water District #
☒ Other, see #2 below for name
 and address

PUBLICATION REVIEW

1. Legal Notice electronically sent to DWR03::VAULT? ☒ Yes

2. COMMENT LETTERS

Watermaster recommendation requested on _____, Received on _____

Other comments letters: _____ See attached information

3. Transfer published correctly? ☒ Yes ☐ No

4. Affidavit of publication received? ☒ Yes ☐ No

5. Protests received? ☐ Yes ☒ No; Acknowledgement sent? ☐ Yes

6. Data entry of application completed? ☒ Yes

RECOMMENDED ACTION

1. ☒ Approve ☐ See attached memo

2. ☐ Deny due to _____

3. Conditions (special conditions in Water Districts) See Steve Lester's memo
dated 6/3/99 ~~dated July 20, 1999~~

4. By Gary S Date 7/30/99

FILE FORWARDING

1. Copies made for Region file (see attached supplemental page)? ☒ Yes pam

2. File forwarded to S.O.: by St date 8-2-99

but will be withdrawn.

DEQ - no reply received

MEMORANDUM

TO: FILE

FROM: STEVE LESTER *SL*

DATE: JUNE 3, 1999

RE: FARWEST LLC & MARTIN DEVELOPMENT INC.

This memo discusses a transfer application plus an application for permit for supplemental ground water to irrigate two adjacent subdivisions from a single well. Ownership of the rights will be conveyed to Nampa & Meridian Irrigation District (NMID), which will operate the pressurized system for the home owners. This arrangement for back-up water is similar to 63-12410 for nearby subdivisions.

The transfer of right 63-05041 proposes to switch from an old irrigation well to a newer existing well and to irrigate common areas and some of the lawns in two adjacent subdivisions being developed in a common time frame. The balance of the lawn irrigation will occur via application for permit 63-12535. When combined, the transfer and new right will serve a PPOU in the subdivisions. Primary irrigation will continue to be provided by NMID.

DOCUMENTS AND APPLICATION PREPARATION

The transfer application consists of 6 pages and 5 attachments. Note the location of the following transfer items:

- Attach. A - 3 maps, including subdivision plats
- Attach. B - ownership documents for the original and proposed P/U
- Attach. C - supporting affidavits, statutory and SRBA claim records
- Attach. D - information and photo for old well
- Attach. E - 1959 to 1994 aerial photos for verification of use.

The permit application includes additional information, the above referenced maps, a "request to process" form, well log and the two original permit applications (more on that later in memo).

The original transfer application of 9/18/98 was prepared in part by Farwest for Thousand Spring Subdivision. The applicant also filed a companion application for permit to cover the rest of the lawns in that subdivision. On 1/25/99, Martin Development Inc. filed an application for permit to cover lawn irrigation in the adjacent subdivision, Thousand Springs Village (see first page of Attachment A). All three filings listed the same proposed P/D and distribution system.

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SEP 23 1999

After extensive consultation with both applicants, IDWR recommended that the transfer and two permit filings be amended. The transfer could cover common areas and some of the lawns in both developments, and a single (combined) application for permit could cover the rest of the lawns with the usual "moratorium caveats" for a community well permit. This combined approach seemed reasonable since a single well for supplemental irrigation will eventually be owned and operated by NMID for the entire site.

The 5/13/99 amended versions of the transfer and permit applications were prepared by IDWR staff based on the applicant's information. The amended versions were reviewed by both developers and by Charlie Honsinger, attorney for NMID. Amendments fees did not apply since the changes occurred prior to legal notices. Complete payment occurred, and a refund is being processed for Martin Development's \$50 overpayment.

Other information used in this review includes typical IDWR computer reports, the large plat map for one of the subdivisions, and considerable contact between the applicants and IDWR from last fall until now.

CURRENT RECORDS & PROPOSED USES

Right 63-05041 describes the "old Martin well" for 71 acres. The right is claimed in the SRBA by Sally Martin as A63-05041 for the same amount of water but with an earlier priority for 67 instead of 71 acres.

The transfer legal notice made reference to A63-05041. However, the notice did not mention the priority discrepancy since the transfer application reverts to the 1958 statutory claim priority.

Overlap review shows that NMID serves the existing and proposed P/U. SRBA claim A63-16323, also claimed by Sally Martin, includes an earlier priority for the same Martin well for domestic (1), stock and irrigation (1 acre) uses. The single acre is duplicated in A63-05041. Farwest stated that A63-16323 will be withdrawn.

The 92 acre PPOU was derived from two steps. One, Briggs Engineering estimated that 76 acres (63% of subdivision area) will be irrigated in Thousand Springs as seen in Exhibit C of Farwest's 1/21/99 letter. Two, IDWR estimated that about 10 acres (50% of subdivision area per plat) will be irrigated in Thousand Springs Village. A "fudge factor" of 6 acres, or about 1 acre/QQ, was added in step two. The result was $76 + 10 + 6 = 92$ acres.

The transferred right will provide 67 acres of irrigation (1.34 cfs at .02 cfs each) to be used for common areas and lawns. The 25 acre balance covers lawns. Lawns are limited to 1/2 acre/home; most are smaller than that based on lot sizes. The new right is listed as "domestic" with an irrigation period of use for those 25 acres (.50 cfs at .02 cfs/acre). No in-house use will occur.

The water bearing zone for the proposed P/D derived from file information in 63-12437, which describes backup irrigation via the Sherbrooke well located in a subdivision west of the proposed P/U. That well was drilled under approved drilling permit 63-98-C-0352-000. New well drilling is not proposed for the current scenario. Officers/partners for the two applicants are listed under the "additional information" attachment in 63-12535.

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SEP 23 1999

Thousand Springs will include 329 homes on 356 lots. Thousand Springs Village will cover 53 homes on 60 lots. Total build-out will include 382 homes on 416 lots.

VERIFICATION & OTHER ANALYSIS

Farwest/Goldsmith ownership of the original P/U for 63-05041 plus the rest of Thousand Springs portion of the proposed P/U has been documented. Similar ownership information for Martin Development's portion of the proposed P/U in Thousand Springs Village has been provided. Ownership documents are transfer Attachment B. Joint filing of the permit application implies Martin Development's association with Farwest in the transfer filing. The transferred right and new permit can be conveyed to NMID without apparent complications via the change of ownership (63-05041) and assignment (63-12535) steps.

Claim A63-05041 was filed for 67 instead of 71 acres based on the 1987 CFSA photo. Irrigation of the original P/U (NWSE and SWSE) is confirmed via 1958 through 1994 aerial photos, transfer Attachment E. Due to surface water irrigation, the photos do not confirm that the original well was used in that time period. No well logs or other supporting documents relating to the well can be found (IDWR and applicant's research) except for the affidavits in transfer Attachment C. That attachment suggests that the well was used as needed since about 1958. The 1940 priority claimed in the SRBA is moot based on the transfer application priority.

Although the old well site has not been independently verified, transfer Attachments C and D appear adequate to document that an irrigation well has been used for supplemental needs since around 1958. The validity of 63-05041/A63-05041 is satisfactorily confirmed. The right appears valid for a 1958 priority for 1.34 cfs for 67 acres of supplemental irrigation. Farwest is in the process of properly abandoning the old well.

Claim A63-16323 most likely reflects a hand-dug diversion for the original homestead. This apparently evolved into 63-05041. Withdrawal of the beneficial use claim will simplify the overall situation in the SRBA. Claim A63-16323 does not present any problems with respect to the current applications.

Stockwater use in the statutory claim has been eliminated in the transfer/permit scenario.

Permit approval should include a priority date of 1/25/99, which is the younger date of the two original permit applications that were combined into the amended filing. Water bearing zone and future mitigation steps are included in 63-12535.

A PPOU is ideal for this setting in which it is practically impossible to imagine a need to split the rights in the future.

Charlie Honsinger for NMID expressed a concern about this situation and possible similar ones in the future. If IDWR limits the number of homes to be served and the developer winds up building a few more homes by reducing lot sizes, another round of water right filings would ensue to cover the excess homes. However, the amount of irrigated land would not increase (probably will decrease) in such a case. Why not approve the number of acres that can be irrigated in these settings, regardless of the number of homes actually built? This would be similar to the dairy scene in which the number of animals shapes the details but is not

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SEP 23 1999

included as a condition of approval.

He makes a good point for situations where in-house use will not occur under the water rights in question. The suggestion should be used here but should not be used if internal use will occur.

RECOMMENDATIONS

1. Both applications should be approved as filed.
2. Standard transfer and permit conditions of approval should be included except as noted.
3. Approval does not include r-o-w or easement across other owner's property.
4. Right 63-05041 is limited to 67 acres/year in the 92 acre PPOU.
5. Right 63-12535 is limited to 25 acres/year in the 92 acre PPOU.
6. When combined with any other rights for the same land, these rights are limited to .02 cfs and 4.5 afa diversion volume per acre.
7. New well construction is not authorized.
8. Allow five years to complete development in both approvals due to a large subdivision situation. It is recognized that a pressurized delivery system of at least stubbed lines to each lot can be completed sooner than that.
9. Surface water must be retained and used on the P/U as the primary source. Ground water can be used only to the extent that surface water is not available or otherwise not usable.
10. Do not limit the rights by number of homes served. Limit the rights by the number of acres of common area and/or lawn irrigation where each home cannot exceed 1/2 acre of irrigation.

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✓ A7

LEGAL ADVERTISING INVOICE

SEP 23 1999



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

June 11, 1999

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

ID DEPT OF HEALTH & WELFARE
DIV OF ENV QUALITY
BOISE REGIONAL OFFICE
PO BOX 83720
BOISE ID 83706

Re: Application for Permit Nos. 63-12514 in the Name of Plumtree Subdivision, 63-12518 in the Name of Thomas Maile, 65-13878 in the Name of Farwest LLC & Martin Development and Application for Transfer no. 5468

Dear Sir:

Enclosed are copies of the above-referenced applications for permit which may be of interest to your agency. Please review the applications and submit any comments you may have.

This office normally completes the processing of an application within a six-week period and is required to take final action shortly thereafter. However, if your agency desires to file a formal protest against the approval of this application(s), your written protest along with the \$25.00 protest fee must be received in this office by July 6, 1999.

If you have any questions regarding the applications, please contact this office.

Sincerely,

Gary Spackman

GS:st

Encl.

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SEP 23 1999

**NOTICE OF PROPOSED CHANGE OF WATER
RIGHT, TRANSFER NO. 5468**

Notice is given that FARWEST LLC/MARTY GOLDSMITH of 4550 W. State St., Boise ID 83703 have applied to the Department of Water Resources to change the Point of Diversion and Place of Use pursuant to I.C. § 42-222 for the following ground water irrigation right in T3N R1E S20, Ada County:

Statutory Claim #63-05041, priority 1-1-1958, 1.44 cfs diverted in SWSE to irrigate 71 acres in NWSE & SWSE. Stockwater use is also provided.

Claimed by Sally Martin as above in the current adjudication as no. A63-05041 but only for 67 acres.

PROPOSED CHANGE

Abandon existing well and divert from a newer existing well in SESW that was drilled for Sherbrooke Subdivision via a previous water right. Use water for supplemental lawn and common area irrigation in Thousand Springs and Thousand Springs Village Subdivisions in E 1/2-SW 1/4 and SE 1/4. Irrigate 67 acres in a 92 acre permissible place of use in which balance of lawn irrigation will be covered by Application for Permit No. 63-12535.

Any protest against approval of the proposed change must be filed with the Department of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705-5082, together with a protest fee of \$25 for each application on or before July 6, 1999. The protestant must also send a copy of the protest to the applicant.

Karl J. Dreher, Director

Published in the Idaho Statesman on June 17 and 24, 1999.

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SEP 23 1999

(WATER RIGHT NUMBERS THAT BEGIN WITH AN '*' ARE ADJUDICATION CLAIMS)
(QUARTER-QUARTERS WITH A '?' HAVE DIFFERENT ACREAGE AMOUNTS--CHECK THE DATA BASE RECORDS)

WR-NUMBER	SOURCE	NE				NW				SW				SE				SUM
		NE		NW		SW		SE		NE		NW		SW		SE		
		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	
6305041	T03N R01E S20 GROUNDWATER															32	39	71
	:																	
6302017	UNNAMED ST :	40				10												50
6302388	BOISE RIVE :																	
A6302388	BOISE RIVE :																	
6302968	GROUNDWATE :										12							12
A6302968	GROUNDWATE :										12							12
6304296	GROUNDWATE :										06							6
6304876	GROUNDWATE :										02							2
A6305041	GROUNDWATE :															32	35	67
6309809	GROUNDWATE :																02	2
A6309809	GROUNDWATE :																02	2
6310885	GROUNDWATE :							0										
A6316323	GROUNDWATE :																	1
A633018120	BOISE RIVE :	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
--86 MAP--	C1Q-X 58 :	38	39	40	39	34	38	38	38	40	37	38	40	39	40	38	40	616

NMID H2O on claimed & proposed acres

OK to re-arrange plan (A63-05041) since still remains as
supplemental use (re: NMID 1° irrig. water).

* A63-16323

1891?

g.w. "surface pump" ... same thing as
A63-05041 but adds D/I + state?
also now owned by Goldsmith?

to be
withdrewn
per
Kim K. e
Farnest

Reports AS of
6/3/99

WR5809NP
No. 63-12437

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 12/28/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	THE WESTPARK CO INC	12/17/1997	DOMESTIC	01/01 12/31	0.700 CFS	
TOTAL DIVERSION:					0.700 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: PERMIT

Point(s) of Diversion: T03N R01E S20 SESW ADA County

Place of use Legal Description for: DOMESTIC

	NE				NW				SW				SE			
	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE
T R S	: Lt	: Ac	: Lt	: Ac	: Lt	: Ac	: Lt	: Ac	: Lt	: Ac	: Lt	: Ac	: Lt	: Ac	: Lt	: Ac
03N 01E 20	:		:		:		:		:		:		:		:	

Ada County: ADA

Conditions of Approval:

- 01M - 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.
- 046 - Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
- 071 - The domestic use authorized under this right shall not exceed 13,000 gallons per day per home.
- 070 - The irrigation occurring under this domestic use shall not exceed 1/2 acre within each platted subdivision lot upon which a home has been constructed. This right does not provide for irrigation of common areas or for irrigation of lots upon which homes have not been constructed.
- 075 - Irrigation of large projects such as parks, golf courses, or sports activities fields is not authorized under this right.
- 004 - The issuance of this right does not grant any right-of-way or easement across the land of another.

D.P. 63-98-C-0352-000

Remarks: GEN The right holder shall use the full allotment of appurtenant irrigation surface water rights in conjunction with groundwater diverted for irrigation purposes under this right and shall only divert groundwater for irrigation purposes under this right when water from the appurtenant irrigation surface water rights cannot be delivered to the right holder.

This right shall not be used if the irrigation surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use.

Point of diversion is located within Lot 7, Blk. 8, Sherbrooke Hollows Subdivision.

"Sherbrooke Well"

WR5809NP
No. 63-12437

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 12/28/98
PAGE: 2

Remarks: Places of use are located within Lots 2-6, Blk. 1; Lot 1-20, Blk. 2; Lots 2-14 & 16-25, Blk. 3; Lots 1-4, 6-14, & 16-19, Blk. 4; Lots 1-22, Blk. 5; Lots 1-12, Blk. 6; Lots 2-13, Blk. 7; Lots 1-6 & 8-28, Blk. 8; and, Lots 1, Blk. 9; Sherbrooke Hollows Subdivision.
Domestic use is for exterior use for 137 homes.
Water bearing zone to be appropriated is 80 to 140 feet.

Dates: App. Received: 12/17/1997 Priority Date: 12/17/1997
Proof Due Date: 06/01/1999 Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date:

Misc: Water District Number: Field Exam Fee:

Comments: Date: 06/02/1998 User-ID: CZIMMERM Subject: CORPORATE OFFICERS
The corporate officers of The Westpark Company, Inc. are:
Greg Johnson, President;
Tim Taylor, Vice President; and
Heidi Johnson, Secretary.

Audit: 03/11/98 STAYLOR 03/17/98 SCURTIS 04/16/98 SCURTIS 05/11/98 MMINICUC
06/09/98 SKEEN 06/01/98 CZIMMERM 06/02/98 CZIMMERM 06/04/98 CZIMMERM

AJ5809NP
No. A63-05041

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 12/29/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME																																																																																																																																																																																	
C	SALLY DIANE MARTIN 2680 E VICTORY RD MERIDIAN ID 83642 (208) 888-7116	12/31/1940	IRRIGATION STOCKWATER	04-01 10-31 01-01 12-31	1.42 CFS 0.02 CFS																																																																																																																																																																																		
TOTAL DIVERSION:					1.44 CFS																																																																																																																																																																																		
Water Source: GROUNDWATER		Tributary to:		Stage: STATUTORY CLAIM																																																																																																																																																																																			
Point(s) of Diversion:		T03N R01E S20 SWSE		ADA County																																																																																																																																																																																			
Place of use Legal Description for: IRRIGATION																																																																																																																																																																																							
<table border="1"><thead><tr><th colspan="4">NE</th><th colspan="4">NW</th><th colspan="4">SW</th><th colspan="4">SE</th><th></th></tr><tr><th colspan="2">NENE</th><th colspan="2">NWNE</th><th colspan="2">SWNE</th><th colspan="2">SENE</th><th colspan="2">NENW</th><th colspan="2">NWNW</th><th colspan="2">SWNW</th><th colspan="2">SENW</th><th colspan="2">NESW</th><th colspan="2">NWSW</th><th colspan="2">SWSW</th><th colspan="2">SESW</th><th colspan="2">NESE</th><th colspan="2">NWSE</th><th colspan="2">SWSE</th><th colspan="2">SESE</th><th></th></tr><tr><th>T</th><th>R</th><th>S</th><th>Lt</th><th>Ac</th><th>Lt</th><th>Ac</th><th>Lt</th><th>Ac</th><th>Lt</th><th>Ac</th><th>Lt</th><th>Ac</th><th>Lt</th><th>Ac</th><th>Lt</th><th>Ac</th><th>Lt</th><th>Ac</th><th>Lt</th><th>Ac</th><th>Lt</th><th>Ac</th><th>Lt</th><th>Ac</th><th>Lt</th><th>Ac</th><th>Lt</th><th>Ac</th><th>Lt</th><th>Ac</th><th>SUM</th></tr></thead><tbody><tr><td>03N</td><td>01E</td><td>20</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td colspan="28"></td><td>32</td><td>35</td><td></td><td>67.0</td></tr><tr><td colspan="28"></td><td colspan="2">TOTAL ACRES</td><td>67.0</td></tr></tbody></table>							NE				NW				SW				SE					NENE		NWNE		SWNE		SENE		NENW		NWNW		SWNW		SENW		NESW		NWSW		SWSW		SESW		NESE		NWSE		SWSE		SESE			T	R	S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	SUM	03N	01E	20																																																										32	35		67.0																													TOTAL ACRES		67.0
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Place of use location for STOCKWATER is the same location as described for: IRRIGATION

POU County: ADA

Non-Irrigation Uses: UP TO 60 HD RANGE

Other Rights: A63-16323

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
63-23370 A63-16323 A63-23370

Remarks: GEN CLAIMANT WOULD LIKE TO CLAIM THAT WATER WAS FIRST USED ON THIS
RIGHT SINCE 1940, INFORMATION WAS FROM A PERSON THAT HAD RENTED
THE PLACE BEFORE THE CLAIMANT HAD BOUGHT IT.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

SAME AS
W.R. RECORD
63-05041 EXCEPT:
• EARLIER PRIORITY
• LESS ACRES IN SWSE

Also SEE
A63-16323
e overlap

SD-4104
INQUIRY

Idaho Department of Water Resources
Adjudication Screen 2

Date: 12/28/98
Time: 14:32:32

Water Right Number: A63-05041

2. Priority Date: 12/31/1940

3. Source:

Trib:

4. Point of Diversion::

TWP	Range	Sect	1/4	1/4	1/4	Lot	PoD Flag	County Code	County Name
-----	-------	------	-----	-----	-----	-----	-------------	----------------	----------------

5. Description of Diverting Works:

12" CASING, SURFACE PUMP, APPROX 100' DEEP, GATED PIPE, HOSES.

6. Water Uses:

Use Code	Description	From /	To /	CFS (and/or) AFA
----------	-------------	-----------	---------	------------------

7. Total Diversion Rate:

1.440

8. Total Diversion Volume:

9. Consumptive Use:

Kilowatts:

(Enter=Exit)

(GOLD8=Cancel)

AJ5809NP
No. A63-16323

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 12/29/98
PAGE: 2

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	SALLY DIANE MARTIN 2680 E VICTORY RD MERIDIAN ID 83642 (208) 888-7116	12/31/1891	IRRIGATION STOCKWATER DOMESTIC	03-15 11-15 01-01 12-31 01-01 12-31	0.03 CFS 0.02 CFS 0.02 CFS	
TOTAL DIVERSION:					0.07 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T03N R01E S20 SWSE ADA County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				
T	R	S		T	R	S		T	R	S		T	R	S		SUM
03N	01E	20	:				:				:				:	1.0
															TOTAL ACRES	1.0

Place of use Legal Description for: STOCKWATER

NE				NW				SW				SE				
T	R	S		T	R	S		T	R	S		T	R	S		
03N	01E	20	:				:				:				:	

Place of use Legal Description for: DOMESTIC

NE				NW				SW				SE				
T	R	S		T	R	S		T	R	S		T	R	S		
03N	01E	20	:				:				:				:	

POU County: ADA

Non-Irrigation Uses: DOMESTIC 1 HOME, STOCKWATER UP TO 25 HD., RANGE.

Other Rights: A63-05041

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):

63-23370 A63-05041 A63-23370

Remarks: GEN THIS CLAIM OVERLAPS THE ABOVE ACREAGE COVERED BY A63-05041.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presumption Flag:

Appears to be same source
but older priority than
A63-05041.

WR5809NP
No. 63-12410

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 04/26/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	NAMPA & MERIDIAN IRRIGATION DISTRICT	09/05/1997	DOMESTIC	03/15 10/15	1.500 CFS	
TOTAL DIVERSION:					1.500 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: PERMIT

Point(s) of Diversion:

T03N R01E S19

NESE

ADA County

Place of use Legal Description for: DOMESTIC

NE				NW				SW				SE							
T	R	S		NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE
				Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
03N	01E	19	:														D		D
03N	01E	20	:							D				D	D				

Pou County: ADA

Conditions of Approval:

- 26A - Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
- 01M - 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.
- 065 - The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right and shall only divert groundwater under this right when water from the appurtenant surface water rights cannot be delivered to the right holder.
- 079 - This right shall not be used if the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use.
- 046 - Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
- 071 - The domestic use authorized under this right shall not exceed 13,000 gallons per day per home.
- 070 - The irrigation occurring under this domestic use shall not exceed 1/2 acre within each platted subdivision lot upon which a home has been constructed. This right does not provide for irrigation of common areas or for irrigation of lots upon which homes have not been constructed.
- 004 - The issuance of this right does not grant any right-of-way or easement across the land of another.

3 subd's where transfer is permit for g.w. for part of personal lawn etc. irrig. - WAS Farwest, changed to NMID.

Similar (but not exactly same) to 63-12535 situation -54

Remarks: GEN Point of diversion is located within Lot 14, Blk. 5, Salmon Rapids Subdivision.

Places of use are located within Lots 13-24, Blk. 2; Lots 18-21, Blk. 4; Lots 1-11, Blk. 5; Lots 1-27, Blk. 6; Lots 1-7, Blk. 7; Lots 1-10 & 12-24, Blk. 8; and Lots 1-5 & 7-10, Blk. 9; Los Alamitos Park Subdivision No. 3; Lots 2-4, 6-13 & 15-24, Blk. 1; Lots 1-14, Blk. 2; Lots 1-14, Blk. 3; Lots 1-14, Blk. 4; Raven Hill Subdivision; and, Lots 46-55 & 57-70, Blk. 2; Lots 19-29 & Lots 32-33, Blk. 3; Lots 7-29, Blk. 5; and Lots 1-20, Blk. 6; Salmon Rapids Subdivision.

Domestic use is for supplemental external use for 236 homes.

Water bearing zone to be appropriated is 50 to 100 feet.

Dates: App. Received: 09/05/1997 Priority Date: 09/05/1997
Proof Due Date: 01/01/2003 Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date:

Misc: Water District Number: Field Exam Fee:

Comments: Date: 09/18/1997 User-ID: MMINICUC Subject: App Info

Initial development of Salmon Rapids and Los Alamitos Park was covered under license 63-02968 via Transfer 4610. This application is for additional development at those subdivisions plus the development of Raven Hills Subdivision.

The City of Meridian supplies water for internal use for all 3 subdivisions. Nampa-Meridian supplies surface water for lawn irrigation. Surface water and groundwater (external use) will be delivered via a common pressurized system.

Raven Hills Subdivision is owned by Allan Chandler.

Members of Farwest LLC are Marty Goldsmith, Managing Member, and Developer Services Inc. The officer of Developer Services Inc. is Brian F. McColl.

Yard irrigation averages 1/4 acre for each of the 300 lots in the three subdivision for a total of 75 acres.

Audit: 09/18/97 MMINICUC 09/19/97 MMINICUC 09/23/97 SCURTIS 12/18/97 CZIMMERM
10/01/98 KTOWNSEN

homes is the language
NWID atty. concerned
e

**NOTICE OF PROPOSED CHANGE OF WATER
RIGHT, TRANSFER NO. <ADD_NO.> 5468**

Notice is given that FARWEST LLC/MARTY GOLDSMITH of 4550 W. State St., Boise ID 83703 have applied to the Department of Water Resources to change the Point of Diversion and Place of Use pursuant to I.C. § 42-222 for the following ground water irrigation right in T3N R1E S20, Ada County:

Statutory Claim #63-05041, priority 1-1-1958, 1.44 cfs diverted in SWSE to irrigate 71 acres in NWSE & SWSE. Stockwater use is also provided.

Claimed by Sally Martin as above in the current adjudication as no. A63-05041 but only for 67 acres.

PROPOSED CHANGE

Abandon existing well and divert from a newer existing well in SESW that was drilled for Sherbrooke Subdivision via a previous water right. Use water for supplemental lawn and common area irrigation in Thousand Springs and Thousand Springs Village Subdivisions in E 1/2-SW 1/4 and SE 1/4. Irrigate 67 acres in a 92 acre permissible place of use in which balance of lawn irrigation will be covered by Application for Permit No. 63-12535.

Any protest against approval of the proposed change must be filed with the Department of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705-5082, together with a protest fee of \$25 for each application on or before <DEADLINE_DATE>. The protestant must also send a copy of the protest to the applicant.

Karl J. Dreher, Director

Published in the <NEWSPAPER_NAME> on <DATE> and <DATE>.

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SEP 23 1999

SUPPLEMENTAL STAFF ANALYSIS SHEET

TRANSFER NO. _____

WORDPERFECT FILENAME

FARWEST

COPY FOR WATER RIGHT AND ADJUDICATION FILES

YES LEGAL NOTICE

YES TRANSFER ANALYSIS SHEET (FORM 222a)

YES TRANSFER APPLICATION - ASSUME ENTIRE APPLICATION WITH ATTACHMENTS
(ALWAYS COPY OWNERSHIP INFO) TO BE COPIED UNLESS NOTED BELOW:

I.D. BY LETTER/NUMBER WHICH ATTACHMENTS ARE NOT TO BE COPIED:

FOR SRBA copy all attachments; for WR file just copy attachments A, D & E

YES REVIEWER'S ANALYSIS MEMO DATED

6/3/99

OTHER ITEMS - I.D. OTHER INFORMATION TO BE COPIED:

AVOID COPYING - excess computer reports, excess attachments unless
show ownership & other clarifying info, easements & other agreements unless
are essential to understanding the application, oversized documents.

**COPIES TO BE MADE AFTER MANAGER'S REVIEW PRIOR TO
FORWARDING FILE TO S.O.**

DISCARD THIS FORM BEFORE FORWARDING FILE

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SEP 23 1999

CONVERSATION MEMORANDUM

DATE 5/12/99

FILE Transfer for
63-05041

NAME OF PARTY Charlie Hunsinger atty for
EMPLOYEE FL NMID

RE: Approval Language

If approval includes "dom. use is for suppl. ~~to~~ external use for # homes", creates problem if developer later reduces ineq. area by ~~sqare~~ squeezing in more homes. Same or less # over ineq. but # homes then higher than on permit.

That can lead to "paper WR shortage", involving lots of perhaps unnecessary work in/out of dept.

Consider approval language where specify # over i/a limit to $\leq 1/2$ over/home but don't specify # homes - allows flexibility w/o expression if ~~would~~ worded adequately.

NMID concerned c this "WR shortage" scenario as it takes over more suppl. for systems.

would only work if in-house not involved.

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SEP 23 1999

Transfer 63-05041 + Obtain New Permit

NOTES
-FL
4/30/99

- 1) Sherbrook wall as backing source, 2 fields.
- 2) Change 63-05041 to 15 cover common areas etc., then yards until reach 67 Acres. ($67 \times .02 = 1.34$ Acs max.)
- 3) Obtain new permit to cover balance of yard inv. where " " yards are less than or equal to $\frac{1}{2}$ acre each home.

- 4) Describe overall setup as per: permissible places of use
where old right = 67 acres
new right = 25 acres
92 acres total.

$25 \times .02 = .50$ Acs
(but shown as "domestic" with irrigation season of use)

- Briggs Eng. est. 76 Acres 100% inv.
- Original master dwp repl. plot shows a 20 acre parcel, I estimated a 50% inv = 10 Acres.
Then add 1 acre per $\frac{1}{4}$ "fudge factor", so
Sumed: $76 + 10 + 6 = 92$ acre total estimate.

- 5) New right - can't use irrigation term so describe as domestic (+ explained in filing).

NEED "Request & Process" form completed for new right only.

Copy given to Lin & Farnant ✓

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SEP 23 1999

Farwest Developers

March 29, 1999

Steve Lester *SL*

Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho 83705-5082

RECEIVED

APR 16 1999

WATER RESOURCES
WESTERN REGION

RE: Thousand Springs and Thousand Springs Village

Steve:

I have enclosed the following items:

1. Legal descriptions for Thousand Springs
 - a. Parcel I
 - b. Parcel II
 - c. Parcel III
 - d. Parcel IV
2. Map outlining all parcels
3. Purchase Agreement on Sally Martin land
4. Warranty deed on Nixon parcel
5. Warranty deeds with legal descriptions for Thousand Springs Village
 - a. Gordon Harris Parcel
 - b. Vernetta Hastings Parcel
6. Map outlining location of the above two parcels
7. Purchase agreement with Gordon Harris
8. Purchase agreement with Vernetta Hastings
9. Picture of well ← *attached to 4/20/99 conv. memo*

I have researched all avenues, such as Department of Ag, driller's log and Idaho Power to no avail to provide you with any additional information on the drilling date or well origination. Please call me if you have any questions.

Thank you,

Kim Kinney
Farwest LLC

-388 0189

MICROFILMED

APR 27 1999

Warranty Deed

For Value Received ^{DALE A.} DALE F. NIXON AND PAMELA G. NIXON, HUSBAND AND WIFE AND
DOYLE EDWIN NIXON AND DOROTHY NIXON, HUSBAND AND WIFE

the grantor s, do es hereby grant, bargain, sell and convey unto MARTY GOLDSMITH, A SINGLE
MAN

whose current address is c/o 4550 W. STATE STREET , BOISE, IDAHO 83703

the grantee , the following described premises, in Ada County Idaho, to wit:

SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF.

(CONTINUED)

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 JUN 10 PM 4:31

RECORDED-REQUEST OF
AMERICAN LAND TITLE CO.
FEE 3.00 DEPUTY *Kasper*
98056454

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee ,
his heirs and assigns forever. And the Grantor s do es hereby covenant to and with the said
Grantee , that t hey the owner s in fee simple of said premises; that they are free from all encumbrances, EXCEPT
those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee ; and
subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general
taxes and assessments, includes irrigation and utility assessments, (if any) for the current year, which are not due and
payable, and that Grantor s will warrant and defend the same from all lawful claims whatsoever.

Dated: June 8, 1998

DALE F. NIXON

PAMELA G. NIXON

DOYLE EDWIN NIXON

DOROTHY NIXON

STATE OF IDAHO, COUNTY OF Ada

On this 10th day of June, 1998

before me, a notary public, personally appeared

DALE A. NIXON XXXXXXXXXXXXXXXXXXXX

PAMELA G. NIXON XXXXXXXXXXXXXXXXXXXX

DOYLE EDWIN NIXON XXXXXXXXXXXXXXXXXXXX

DOROTHY NIXON XXXXXXXXXXXXXXXXXXXX

known to me to be the persons whose names are

subscribed to the within instrument, and acknowledged to me that

they executed the same.

Kimberlie S. Carter

Notary Public

Residing at Boise, Idaho
Comm. Expires 06/22/2001

MICROFILMED
SEP 23 1999

CONVERSATION MEMORANDUM

DATE 3/4/99

FILE _____

NAME OF PARTY Kim Kinney, Farmer

EMPLOYEE JK

Pg 1 of 2

RE: Transfer & Permit(s) Appls.

Reviewed file into together. To proceed:

- 1) Submit/clarify prev. own. w/ description of property & diagram (not just notes & bounds) to establish foundation for transfer.
- 2) Include link to adjacent phase ("1000 Springs Village" or "The Village") noted in Martin Dulp. Inc.'s 1/25/99 appl. - purchase agreement or whatever gives applicant for this property link to owner of Record.
- 3) Verify B.U. old right - supplemented well c 1958 - have affidavits but nothing else so far. Has been researching for better info - will try for power records etc., will supply photo of well (no surface pump etc. there now).
- 4) Then Call from Thermal Well for bridge)
 - a) Can revise transfer for common areas then issues all phases of development up to max. # acres can verify in old right.
 - b)? Combine 2 permit appls. into 1 ~~THEME~~ linked in development scenarios; this is 1999 only.

Sharon
on
resp
chit
her
1/21/99
response

CONVERSATION MEMORANDUM

DATE 3/4/99

FILE _____

NAME OF PARTY Rin Kinney - continued

EMPLOYEE _____

Pg 2 of 2

RE: _____

5) for "Martin Delp." plot :

Appl starts ~~56~~ 53 x 1/2 ac = 26.5 ac.

but typical lot = 90 x 120 = 1/4 acre, minus
now in area ... so lots less acreage?

6) no well log found (paper + microfiche records)

7) NAPP X58 NW shows in 1987 } but Appl. for
TR T-6 " " 1994 } does not show
well used.

What is "burden of proof" for Appl. well -
just that it's there & system set up to
deliver H₂O as needed?

MICROFILMED

SEP 23 1999

CONVERSATION MEMORANDUM

DATE 2/24/99

FILE _____

NAME OF PARTY

Kim Kinney, Farwest

EMPLOYEE

R

RE:

APPT -

MEET 11:00 Thu 3/4 to discuss:

Farwest Appl for Permit } Same well(s)
North Dwp. " " " }

transfer - to change old right to cover area
in both developments that cannot be covered
in new rights (common areas included).

Research plan etc. & what type info needed
to make a complete transfer & permits
package.

MICROFILMED

SEP 23 1999

Farwest Developers

January 21, 1999

RECEIVED

JAN 27 1999

WATER RESOURCES
WESTERN REGION

Steve Lester *SL*
Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho 83705-5082

RE: Response to your notes dated December 29, 1998

Steve:

1. Partners of Farwest LLC
 - a. Marty Goldsmith
 - b. Developers Services, Inc., an Idaho Corporation
2. Attached Exhibit "A"
3. Map is not correct, as we discussed. We will be capping the irrigation well located on Sally Martin's property (right No. A63-05041).
4. I have provided a map that shows where I would like to have the old right transferred to and where I would like to have the new right as Exhibit "B".
5. I have attached the calculation (as Exhibit "C") from our Project Engineer showing the formula used. It does appear that we will need the 9 additional acres. I would like to have all of the common areas, the school lot, the well lot and the fire station lot covered under the original right. *- e 76 ac. in 1000 sq. ft. Subd.*
6. There will be only one well to serve all of Sherbrooke Hollows and Thousand Springs.
7. The well is located within the Sherbrooke Hollows Subdivision. The well and the pressurized irrigation system is to be owned and operated by the Nampa and Meridian Irrigation District. All of the appropriate paperwork to turn this system over to NMID has been completed and recorded with the county. I am attaching a contract between Farwest LLC and Kenai Partners LLC as Exhibit "D". This should show my partial interest in the PUI System.
8. Farwest LLC will not retain ownership of the waterrights pertaining to the well, I will transfer these rights to NMID.

MICROFILMED

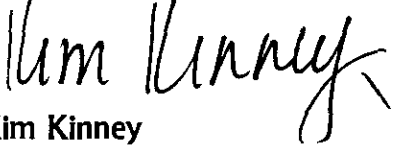
SEP 23 1999

IDWR
Steve Lester
Page 2

9. I will provide your office with proof of ownership of right No. A63-16323 and also file a withdrawal request.

Please call me if you have any additional questions.

Thank you,


Kim Kinney
Farwest, LLC

388-0189

MICROFILMED
SEP 23 1999

EXHIBIT A

PARCEL 1A

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER LYING SOUTH AND WEST OF THE RIDENBAUGH CANAL, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 20 AND 29, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN; THENCE
SOUTH 89°36'28" EAST ALONG THE SECTION LINE 1341.46 FEET TO A 5/8" IRON PIN MARKING THE EAST 1/16 CORNER AND THE REAL POINT OF BEGINNING; THENCE
NORTH 89°36'28" WEST 476.36 FEET TO A POINT IN THE CENTER OF THE RIDENBAUGH CANAL, FROM WHICH A 5/8" IRON PIN BEARS SOUTH 89°36'28" EAST 90.33 FEET; THENCE
ALONG THE CENTER OF THE RIDENBAUGH CANAL THE FOLLOWING COURSES AND DISTANCES:
NORTH 56°00'00" WEST 290.36 FEET
NORTH 53°20'36" WEST 340.70 FEET; THENCE 175.70 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13°25'21", A RADIUS OF 750.00 FEET, AND A LONG CHORD WHICH BEARS NORTH 46°38'06" WEST 175.30 FEET; THENCE
NORTH 39°55'30" WEST 340.41 FEET TO A POINT ON THE NORTH-SOUTH CENTER OF SECTION LINE FROM WHICH A 1/2" IRON PIN BEARS NORTH 00°23'48" EAST 63.61 FEET; THENCE DEPARTING THE CENTER OF THE RIDENBAUGH CANAL
NORTH 00°23'48" EAST ALONG THE CENTER OF SECTION LINE 597.65 FEET TO C-S 1/16 CORNER; THENCE CONTINUING
NORTH 00°23'48" EAST 1338.95 FEET TO THE CENTER OF SECTION 20; THENCE
NORTH 89°54'48" EAST 1331.73 FEET TO THE C-E 1/16 CORNER; THENCE
SOUTH 00°11'18" WEST 2689.04 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE IRON PIN MARKING THE QUARTER CORNER COMMON TO SECTIONS 20 AND 29, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO; THENCE
SOUTH 89°36'17" EAST 866.20 FEET ALONG THE LINE COMMON TO SAID SECTIONS AND THE CENTERLINE OF EAST VICTORY ROAD; THENCE
NORTH 1°50'03" EAST 25.01 FEET TO AN IRON PIN ON THE NORTH RIGHT OF WAY OF SAID EAST VICTORY ROAD, SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE CONTINUING
NORTH 1°50'03" EAST 350.00 FEET TO AN IRON PIN; THENCE
SOUTH 75°29'15" EAST 143.45 FEET TO AN IRON PIN; THENCE
SOUTH 1°50'03" WEST 315.00 FEET TO AN IRON PIN ON SAID NORTH RIGHT OF WAY OF EAST VICTORY ROAD; THENCE
NORTH 89°36'17" WEST 140.00 FEET TO THE REAL POINT OF BEGINNING.

(CONTINUED)

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SEP 23 1999

(CONTINUED)

PERSON DEALING WITH HIS SOLE AND SEPARATE PROPERTY; AND ROBERT R. BASS AND DANA M. BASS,
ALSO KNOWN OF RECORD AS DANA M. LAURSEN-BASS, HUSBAND AND WIFE

MICROFILMED

SEP 23 1999

PARCEL IB

A PARCEL OF LAND LOCATED NORTH AND EAST OF THE RIDENBAUGH CANAL IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 20 AND 29, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN FROM WHICH THE E1/16 CORNER BEARS SOUTH 89°36'28" EAST 1341.46 FEET; THENCE NORTH 00°23'48" EAST 1338.94 FEET TO THE C-S1/16 CORNER AND THE REAL POINT OF BEGINNING; THENCE SOUTH 00°23'48" WEST 597.65 FEET TO A POINT IN THE CENTER OF THE RIDENBAUGH CANAL, FROM WHICH A 1/2" IRON PIN BEARS NORTH 00°23'48" EAST 63.61 FEET; THENCE ALONG THE CENTER OF THE RIDENBAUGH CANAL THE FOLLOWING COURSES AND DISTANCES:
NORTH 39°55'30" WEST 2.99 FEET;
NORTH 52°22'24" WEST 242.50 FEET;
NORTH 33°35'24" WEST 233.60 FEET; THENCE 168.45 FEET ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°52'08", A RADIUS OF 750.00 FEET, AND A LONG CHORD WHICH BEARS NORTH 27°09'24" WEST 168.10 FEET; THENCE NORTH 20°43'18" WEST 111.75 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20;
THENCE DEPARTING THE CENTER OF THE RIDENBAUGH CANAL SOUTH 89°49'16" EAST 443.62 FEET TO THE POINT OF BEGINNING.

PARCEL IC

A PARCEL OF LAND LOCATED SOUTH AND EAST OF THE RIDENBAUGH CANAL IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 20 AND 29 TOWNSHIP 3 NORTH, RANGE 1 EAST, FROM WHICH THE E1/16 CORNER BEARS SOUTH 89°36'28" EAST 1341.46 FEET; THENCE NORTH 00°23'48" EAST 1338.94 FEET TO THE C-S 1/16 CORNER AND THE REAL POINT OF BEGINNING; THENCE ALONG THE SOUTH BOUNDARY OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER NORTH 89°49'16" WEST 423.18 FEET TO A FOUND 1/2" IRON PIN AS SHOWN ON RECORD OF SURVEY NO. 1361, INSTRUMENT NO. 9243934, (RECORD NORTH 89°49'39" WEST 422.40 FEET); THENCE GENERALLY ALONG THE EAST BANK OF THE RIDENBAUGH CANAL THE FOLLOWING COURSES AND DISTANCES:
NORTH 12°06'03" WEST 117.03 FEET;
NORTH 18°02'03" EAST 105.00 FEET;
NORTH 39°02'03" EAST 322.46 FEET;
NORTH 34°43'03" EAST 86.20 FEET;
NORTH 40°22'33" EAST 174.04 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 89°56'27" EAST 54.92 FEET TO THE C-M-S1/64 CORNER; THENCE SOUTH 00°23'48" WEST 669.47 FEET TO THE POINT OF BEGINNING.

PARCEL II:

A PARCEL OF LAND BEING ALL OF THAT PORTION OF THE NORTHEAST QUARTER SOUTHEAST QUARTER OF

(CONTINUED)

MICROFILMED

SEP 23 1999

SECTION 20, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, LYING SOUTHERLY OF AND ADJACENT TO THE CENTERLINE OF THE RIDENBAUGH CANAL, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP MARKING THE CORNER COMMON TO SECTION 20, 21, 28, AND 29, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO; THENCE NORTH 0°00'04" WEST 1350.08 FEET TO AN AXLE MARKING THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER SOUTHEAST QUARTER OF SECTION 20, SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE NORTH 89°50'39" WEST 1336.59 FEET; THENCE NORTH 0°11'58" EAST 1226.50 FEET TO THE CENTERLINE OF THE RIDENBAUGH CANAL; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 85°56'08" EAST 560.84 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT 116.45 FEET, SAID CURVE HAVING A DELTA OF 33°21'36", A RADIUS OF 200.00 FEET, TANGENTS OF 59.93 FEET AND A LONG CHORD OF 114.81 FEET WHICH BEARS NORTH 77°23'13" EAST TO A POINT OF TANGENT; THENCE NORTH 60°42'25" EAST 121.50 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT 222.31 FEET, SAID CURVE HAVING A DELTA OF 50°57'00", A RADIUS OF 250.00 FEET, TANGENTS OF 119.11 FEET AND A LONG CHORD OF 215.06 FEET WHICH BEARS NORTH 86°10'55" EAST TO A POINT OF TANGENT; THENCE SOUTH 68°20'35" EAST 366.39 FEET TO THE LINE COMMON TO SAID SECTIONS 20 AND 21; THENCE SOUTH 0°00'42" WEST 1154.00 FEET TO THE REAL POINT OF BEGINNING.

PARCEL III:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE IRON PIN MARKING THE QUARTER CORNER COMMON TO SECTIONS 20 AND 29, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO; THENCE SOUTH 89°36' 17" EAST 866.20 FEET ALONG THE LINE COMMON TO SAID SECTIONS AND THE CENTERLINE OF EAST VICTORY ROAD; THENCE NORTH 1°50'03" EAST 25.01 FEET TO AN IRON PIN ON THE NORTH RIGHT OF WAY OF SAID EAST VICTORY ROAD, SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE CONTINUING NORTH 1°50'03" EAST 350.00 FEET TO AN IRON PIN; THENCE SOUTH 75°29'15" EAST 143.45 FEET TO AN IRON PIN; THENCE SOUTH 1°50'03" WEST 315.00 FEET TO AN IRON PIN ON SAID NORTH RIGHT OF WAY OF EAST VICTORY ROAD; THENCE NORTH 89°36'17" WEST 140.00 FEET TO THE REAL POINT OF BEGINNING.

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SEP 23 1999

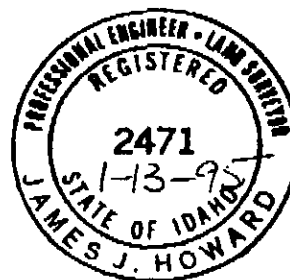
PROPERTY DESCRIPTION FOR
NIXON TO JOHNSON

A parcel of land being all of that portion of the NE 1/4 SE 1/4 of Section 20, T.3N., R.1E., B.M., Ada County, Idaho, lying southerly of and adjacent to the centerline of the Ridenbaugh Canal, said parcel being more particularly described as follows:

Commencing at the Brass Cap marking the corner common to Sections 20, 21, 28 and 29, T.3N., R.1E., B.M., Ada County, Idaho; thence, N.0°00'04"W. 1350.08 feet to an axle marking the Southeast corner of said NE 1/4 SE 1/4 of Section 20, said point being the REAL POINT OF BEGINNING; thence, N.89°50'39"W. 1336.59 feet; thence, N.0°11'58"E. 1226.50 feet to the centerline of the Ridenbaugh Canal; thence along said centerline the following courses and distances: S.85°56'08"E. 560.84 feet to a point of curve; thence along a curve to the left 116.45 feet, said curve having a delta of 33°21'36", a radius of 200.00 feet, tangents of 59.93 feet and a long chord of 114.81 feet which bears N.77°23'13"E. to a point of tangent; thence, N.60°42'25"E. 121.50 feet to a point of curve; thence a long a curve to the right 222.31 feet, said curve having a delta of 50°57'00", a radius of 250.00 feet, tangents of 119.11 feet and along chord of 215.06 feet which bears N.86°10'55"E. to a point of tangent; thence, S.68°20'35"E. 366.39 feet to the line common to said Sections 20 and 21; thence, S.0°00'42"W. 1154.00 feet to the REAL POINT OF BEGINNING, said parcel containing 37.60 acres, more or less.

SUBJECT TO:

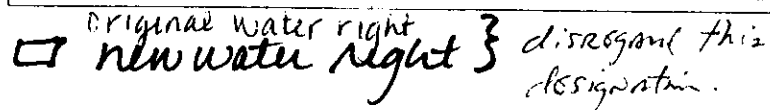
Any rights-of-way or easements of record or in use.



JJ Howard

MICROFILMED
SEP 23 1999

map # 2 of 3



-MAP shows
Thousand Sp. Subd.

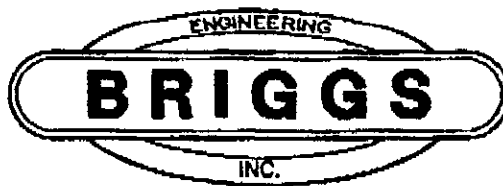
PRELIMINARY PLANS
THOUSAND SPRINGS
SUBDIVISION

PRE2

Original of
this map
used in

Revised transfer
i permit appls.

AL 4/28/99



ENGINEERS

PLANNERS

SURVEYORS

FACSIMILE TRANSMITTAL

TO KIMFROM BECKYCOMPANY FARWEST

BRIGGS ENGINEERING, INC.

FAX NO. 338-3790

1800 W. OVERLAND ROAD

BOISE, IDAHO 83705

DATE 1/20/99

FAX (208) 345-2950 * TEL (208) 344-9700

NO. OF PAGES SENT 1
(Including Transmittal)

(BEI) PROJECT NO. _____

REFERENCE THOUSAND SPRINGSREMARKS IRRIGATABLE ACRES FORMULATOTAL ACRES: 121.2 ACRESSTREET AREA: 18.8 AC.ASSUME EACH LOT HAS 3500 SF OF IMPERMEABLE AREATOTAL LOTS: 328 BUILDABLE & 24 COMMONCOMMON AREA: 8.6 AC.IRRIGATABLE AREA: $121.2 - 328(.080) - 18.8 = 76.0$
 $= 76.0 AC (62.7\% \text{ of site})$ REPLY REQUESTED SHERBROOKE DEVELOPMENT163 BUILDABLE LOTS12 COMMON LOTSCOPY _____
MICROFILMED
SEP 23 1999

1800 W. OVERLAND ROAD * BOISE, IDAHO 83705 * (208)344-9700 FAX (208)345-295

Exhibit "C"

Farwest Developers

Becky's
copy

Recognized Irrigation Pumping Station

Goldsmith to pay for all engineering and all related costs for obtaining approval for the new/additional capacity pump station and permitting for the backup well and getting it ready for construction by December 30, 1998.

The system will be bid out by Briggs Engineering to the contractors bidding Sherebrooke Phase #2

Goldsmith is to pay 2/3 and Gem Park is to pay 1/3 of all of the costs relating to the construction of the pump station and backup well.

The construction shall be managed by Briggs Engineering and is to be completed on a best effort basis by March 31, 1999.

Within ten days of the bids for the project being received, each party will deposit their portion of the cost with American Land Title.

Marty Goldsmith is to pay \$4,500 to Gem Park for the time they have spent accommodating this request. \$4,500 payment is to be paid by October 30, 1998.

All change order requests must be approved by both parties.

Goldsmith will pay for the additional S.H.U. upgrade cost.

DATED: 10/22/98

Gem Park #2

[Signature]
[Signature]

[Signature]
[Signature]

DATED: 10/22/98

Farwest Developers,

[Signature]
by Marty Goldsmith

MICROFILMED

SEP 23 1999

EXHIBIT "D"

THOUSAND SPRINGS SUBDIVISION

FARWEST LLC

NOTES - DECEMBER 29, 1998

1. Provide names/titles of Farwest partners.
2. Provide complete proof of ownership for all land within subdivision (proof to date only lists SWSE of Sec. 20 under Goldsmith ownership). Also need for NESE, NWSE, NESW & SESW Sec. 20.

3. See "common map" plus diagram - confirm if accurate.

4. Provide overall summary and explanation to ensure that limits of old right (transfer) and new right (application for permit) will not be exceeded. The subdivision plat suggests that there will be about 340 typical subd. lots in which it is assumed that yard irrigation can occur. Additional common areas (parks, landscape areas, etc.) might also be irrigated. See next item.

5. Limits - the transfer includes 67 acres per adjudication claim as reflected in aerial photo documents (slight reduction from water right record of 71 acres). Right 63-05041 can be applied to 67 acres of yard plus common area irrigation, regardless of individual yard or common area dimensions (okay provided that total under this right does not exceed 67 acres). The old right will still be described as an irrigation right under standard water rights procedures.

The application for permit appears to cover the balance within the subdivision: about 9 acres for 81 yards where average yard is about .1 acre more or less. This use will be described in the permit application as "domestic" from 3/15 to 11/15 with a condition of approval that it means yard irrigation not to exceed 1/2 acre per home (no other external uses such as car washing etc. to satisfy NMID concerns). The domestic terminology is used due to the local processing restrictions associated with new consumptive uses.

Provide a summary to show how the 9 acres in appl. for permit were identified. Some method is needed to document that the total irrigation under both filings matches up with the total irrigation within the subdivision.

The Sherbrooke well under right no. 63-12437 for that subdivision limits the well to be developed at that site. The well can appropriate water from the 80-140' water bearing zone in the aquifer. Well construction at the Sherbrooke site that does not conform to this water bearing zone will be problematic.

6. Is it correct that the 2 wells will not be plumbed together but will remain as separate systems? - yes since 5. well = only pld

7. Is it correct that the Sherbrooke well site is not owned by Farwest? If so, how will Farwest have legal access to the well? - will provide

8. Is it correct that NMID will operate the backup irrigation systems for the subdivision? Will Farwest retain ownership of the water rights or will the rights be conveyed to NMID?

MICROFILMED

SEP 23 1999

Notes = 12/30/98
office visit by
Kim F
Farwest -
I'll work on
rest of
items

Sent to
Kim
for
response

JL

also see
into or
plat
map

now being
deleted

yes

yes - later in process

9. Adjudication claim A63-16323 (see profile report) appears to cover the same ground water as 63-05041 but for an older priority plus additional minor uses. Maybe it refers to the original homestead on the property. This claim needs to be factored into the overall picture or should be withdrawn or otherwise accounted for.

10. Based on your reply to these items, the two filings can be modified as needed and then processed.

*This is older, separate well & homestead. Probably will
abandon it. Provide proof of ownership & withdrawal of
claim per Δ own process as part of transfer Appl*

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SEP 23 1999

FAR WEST LLC

T3N
R1E
S.20

63-05041

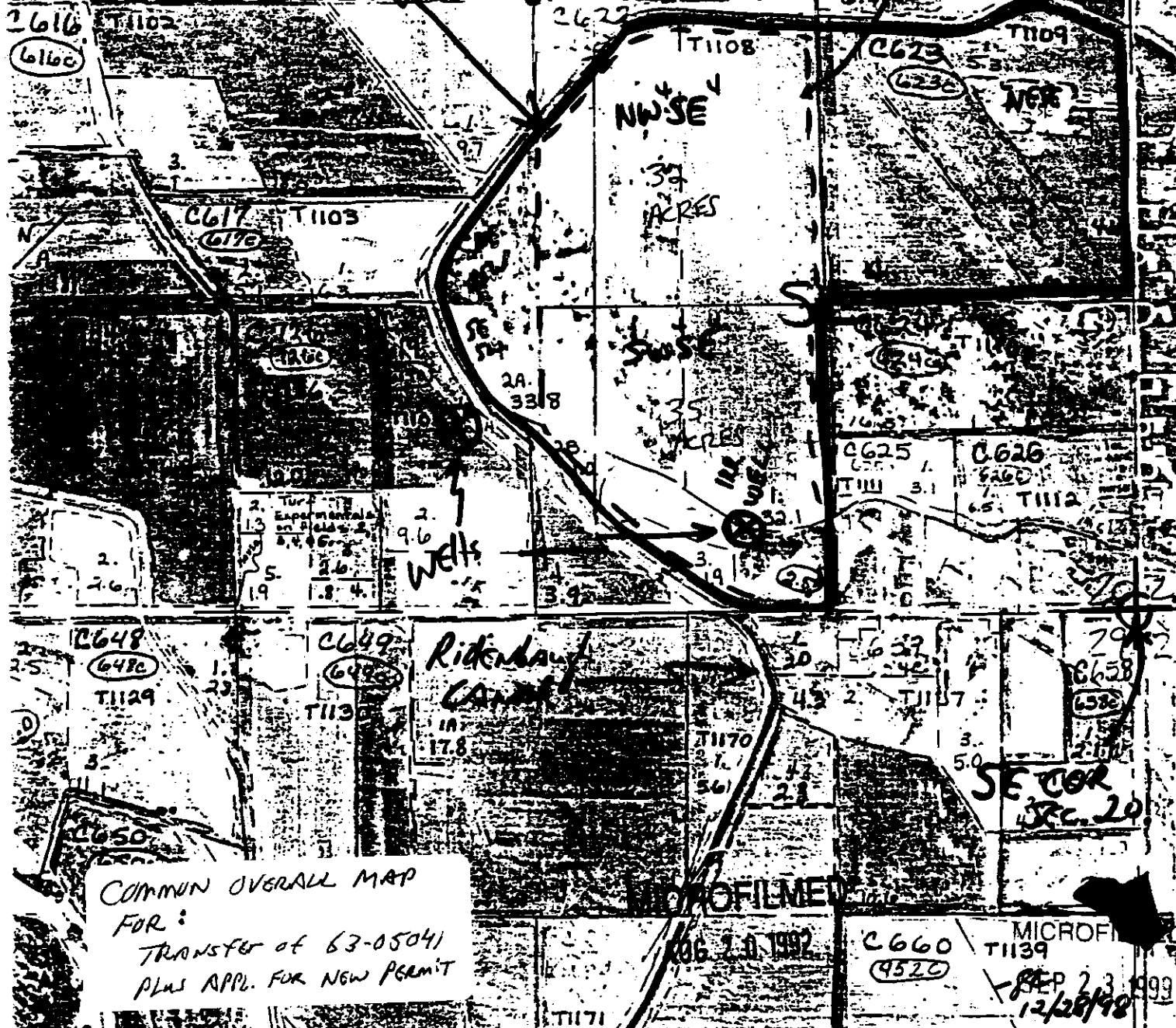
NO gov't lots

(solid line)

THOUSAND
SPRINGS
5-80. Boundary

CENTER of
Section
20

(dashed line)
Historical
place of use
63-05041



COMMON OVERALL MAP
FOR:
TRANSFER of 63-05041
PLUS APPL. FOR NEW PERMIT

MICROFILMED

SEP 23 1999

C660
(4520)

T1139

MICROFILMED

SEP 23 1999

12/26/98

63-05041

September 8, 1998

Idaho Dept. Water Resources
Lori Graves
FYI

The following is a breakdown of the ownership of the property:

1. Nixon Parcel
 - a. Approximately 40 acres.
 - b. Warranty deed from Nixon's to Goldsmith.
2. Martin Parcel
 - a. Approximately 80 acres.
 - b. Ammendment to Promissory Note and Real Estate Mortgage and Assumption.
 1. This shows Martin deeding the property to Groves, Johnson and Bass (aka Kenai, LLC).
 - a. Shows Goldsmith assuming the Mortgage.
 2. Warranty Deed showing Groves, Johnson and Bass deeding property to Goldsmith.

MICROFILMED
SEP 23 1999

RECEIVED 9/18/98
w/ original transfer
APP. -82

Warranty Deed

1. b

For Value Received ^{DALE A. NIXON} DALE A. NIXON AND PAMELA G. NIXON, HUSBAND AND WIFE AND
DOYLE EDWIN NIXON AND DOROTHY NIXON, HUSBAND AND WIFE

the grantor ^{MAN} s, do es hereby grant, bargain, sell and convey unto MARTY GOLDSMITH, A SINGLE

whose current address is c/o 4550 W. STATE STREET , BOISE, IDAHO 83703

the grantee , the following described premises, in Ada County Idaho, to wit:

SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF.

(CONTINUED)

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 JUN 10 PM 4:31

RECORDED-REQUEST OF
AMERICAN LAND TITLE CO.
FER 3.00 DEPUTY *[Signature]*
98056454

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee ,
his heirs and assigns forever. And the Grantors do hereby covenant to and with the said
Grantee , that they the owners in fee simple of said premises; that they are free from all encumbrances, EXCEPT
those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee ; and
subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general
taxes and assessments, includes irrigation and utility assessments, (if any) for the current year, which are not due and
payable, and that Grantors will warrant and defend the same from all lawful claims whatsoever.

Dated: June 8, 1998

DALE A. NIXON

PAMELA G. NIXON

DOYLE EDWIN NIXON

DOROTHY NIXON

STATE OF IDAHO, COUNTY OF Ada
On this 10th day of June, 1998

Before me, a notary public, to and for said state personally appeared

DALE A. NIXON XXXXXXXXXXXXXXXXXXXX

PAMELA G. NIXON XXXXXXXXXXXXXXXXXXXX

DOYLE EDWIN NIXON DOROTHY NIXON

known to me to be the persons whose names are

subscribed to the within instrument, and acknowledged to me that

they executed the same.

Kimberlie S. Carter

Notary Public

Residing at Boise, Idaho
Comm. Expires 06/22/2001

Idaho

MICROFILMED
SEP 23 1999

AMENDMENT TO PROMISSORY NOTE AND REAL ESTATE MORTGAGE 2.b.1
AND ASSUMPTION

This Amendment is entered into this ^{ME} ~~4th~~ day of ~~January~~ ^{KOMAH} 1998, by and between Kenai Partners, L.L.C., an Idaho limited liability company ("Kenai") and Sally D. Martin ("Martin").

RECITALS

A. Kenai executed that certain Promissory Note secured by a Real Estate Mortgage dated June 30, 1997, in the face amount of \$636,072.00 ("Note"), in favor of Martin; and Kenai further executed that certain Real Estate Mortgage in favor of Martin as Mortgagee, Instrument No. 97058314, Records Ada County ("Mortgage").

B. Kenai has agreed to sell the subject real property to Marty Goldsmith ("Goldsmith"), who has agreed to assume the Note and Mortgage provided certain amendments are made to the Note and Mortgage.

NOW, THEREFORE, for good and valuable consideration, the parties agree to amend the Note and Mortgage as follows:

1. Prepayment. Martin agrees that prepayments under the Note shall be permitted as follows: Kenai or its successor may make minimum prepayments of \$130,000 each at any time. At the time of making such prepayments, Kenai or its successor shall be entitled to a partial release from the Real Estate Mortgage of a portion of the real property at the rate of one (1) acre for each \$13,000 of prepayment. Kenai or its successor shall provide Martin with a legal description for the parcel sought to be released from the Mortgage, which legal description shall be prepared by and certified by a licensed engineer, who shall designate on the legal description the number of acres. Such legal description shall be submitted to American Land Title Company, 8050 West Rifleman, Boise, Idaho ("Escrow Agent"), who holds in escrow, pre-signed by Martin, Partial Release of Mortgages. The parties hereto to instruct the Escrow Agent to insert the legal description on the Partial Release of Mortgage and, provided the pre-payment remitted to the Escrow Agent is sufficient to cover the acreage sought to be released (at the rate of \$13,000 per acre), the Escrow Agent shall deliver the executed original Partial Release of Mortgage to Kenai or its successor.

2. Assignment and Assumption. Martin hereby consents to the assignment and assumption of Kenai's rights and obligations under the Note and Mortgage as amended hereto to Goldsmith. The foregoing consent to assignment and assumption is given with the specific acknowledgement by Kenai that Kenai is not released from any of its obligations under the Note and Mortgage, including the personal guarantees of Robert R. Bass, Gregory B. Johnson and R. Craig Groves.

AMENDMENT TO PROMISSORY NOTE AND REAL ESTATE MORTGAGE -- 1

cover sheet

MICROFILMED
SEP 23 1999

MICROFILMED
SEP 23 1999

ASSUMPTION

The undersigned, Marty Goldsmith, hereby assumes and agrees to pay, perform and discharge promptly when the same should be done all of the remaining duties and obligations of Kenai under the Note and Mortgage, which assumption shall be effective as of the date the real property subject of the Mortgage is conveyed to Goldsmith.

DATED This 4th ^{or} February day of January, 1998.


MARTY GOLDSMITH

AMENDMENT TO PROMISSORY NOTE AND REAL ESTATE MORTGAGE -- 3

MICROFILMED
SEP 23 1999

Promissory Note Secured by ~~Real Estate Mortgage~~ a Real Estate Mortgage

\$ 636,072.00

Boise, Idaho, June 30, 19 97

I or value received I, we or either of us promise to pay to the order of

READ AND APPROVED
[Signature]

Sally D. Martin

or at such other place as the holder may designate in writing THE PRINCIPAL SUM OF
ONE HUNDRED THIRTY-SIX THOUSAND SEVENTY-TWO DOLLARS AND NO/100

Dollars

(\$636,072.00), with interest from July 3, 1997 at the rate
of Eight per centum (8.00 %) per annum, lawful money of the United States of

America in installments as follows: \$60,000.00 plus interest due on or before July 03, 1998
with a like payment of \$60,000.00 plus interest due on or before July 03rd of each year
thereafter until principal balance plus accrued interest is paid in full. All payments
shall be calculated on a 365 day year. There is no prepayment on the Promissory Note.
This Note is assumable with prior written consent of the Mortgagee, which will not be
unreasonably withheld. The liability of the Mortgagors under the above terms and
conditions will not be released if this Promissory Note is assumed by another party.

If default be made in the payment of any installment under this note, the entire principal sum
and accrued interest shall at once become due and payable without notice at the option of the holder of
this note. The failure of the holder of this note to enforce its rights upon default in any of the terms of
this note shall not constitute a waiver of any such right in the event of a subsequent default. If suit is
instituted to collect this note or any portion thereof, I agree to pay, in addition to the costs and
disbursements as are allowed by law, such additional sums as the court may adjudge reasonable on
attorney's fees in such suit. The makers, sureties, guarantors and endorsers hereof severally waive
presentment for payment, protest, notice of protest and of non-payment of this notice.

The indebtedness evidenced by this Note is secured by a ~~Real Estate Mortgage~~ dated June 30, 1997,
and reference is made to the ~~Deed~~ for rights as to acceleration of the indebtedness evidenced by
this Note. Real Estate Mortgage Kenai Partners, LLC

By:

Gregory B. Johnson
Gregory B. Johnson

By:

Robert R. Bass
Robert R. Bass

MICROFILMED
SEP 23 1993

1277-ST

2.B.2

WARRANTY DEED

FOR VALUE RECEIVED, R. CRAIG GROVES, also shown of record as RICHARD C. GROVES, a married man dealing with his sole and separate property; GREGORY B. JOHNSON, a married man dealing with his sole and separate property; and ROBERT R. BASS and DANA M. BASS, also shown of record as DANA M. LAURSEN-BASS, husband and wife, Grantors, do hereby BARGAIN, SELL and CONVEY unto MARTY GOLDSMITH, an unmarried person, GRANTEE, whose current address is 4550 W. State Street, Boise, Idaho 83703, the following described premises in Ada County, State of Idaho, more particularly described as follows, to wit:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee that it is the owner in fee simple of said premises; that they are free from all encumbrances except current property taxes and assessments, and exceptions as set forth on attached Exhibit "B"; and that Grantors will warrant and defend the same from all lawful claims whatsoever.

98010400

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

AMERICAN LAND

'98 FEB 6 PM 2 53

FEE 12.00
RECORDED AT THE REQUEST OF

WARRANTY DEED - 1

MICROFILMED
SEP 23 1999

IN WITNESS WHEREOF, the Grantors have caused their name to be hereunto subscribed to this Warranty Deed the 4th day of February, 1998.

R. Craig Groves
R. CRAIG GROVES

Gregory B. Johnson
GREGORY B. JOHNSON

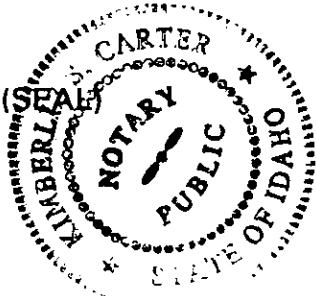
Robert R. Bass
ROBERT R. BASS

Dana M. Bass
DANA M. BASS

STATE OF IDAHO)
) ss.
County of Ada)

On this 4th day of February, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared R. Craig Groves, Gregory B. Johnson, Robert R. Bass and Dana M. Bass, known and identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Kimberlie G. Carter
Notary Public for Idaho
Residing at Brian Idaho
Commission expires: Feb 22 2001

WARRANTY DEED - 2 MICROFILMED
SEP 23 1999

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE IRON PIN MARKING THE QUARTER CORNER COMMON TO SECTIONS 20 AND 29, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO; THENCE SOUTH 89°36'17" EAST 866.20 FEET ALONG THE LINE COMMON TO SAID SECTIONS AND THE CENTERLINE OF EAST VICTORY ROAD; THENCE NORTH 1°50'03" EAST 25.01 FEET TO AN IRON PIN ON THE NORTH RIGHT OF WAY OF SAID EAST VICTORY ROAD, SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE CONTINUING NORTH 1°50'03" EAST 350.00 FEET TO AN IRON PIN; THENCE SOUTH 75°29'15" EAST 143.45 FEET TO AN IRON PIN; THENCE SOUTH 1°50'03" WEST 315.00 FEET TO AN IRON PIN ON SAID NORTH RIGHT OF WAY OF EAST VICTORY ROAD; THENCE NORTH 89°36'17" WEST 140.00 FEET TO THE REAL POINT OF BEGINNING.

MICROFILMED
SEP 23 1999

EXHIBIT B.

1. GENERAL TAXES FOR THE YEAR 1998 AND SUBSEQUENT YEARS, WHICH ARE AN ACCRUING LIEN, NOT YET DUE AND PAYABLE.
GENERAL TAXES WHICH MAY BE ASSESSED AND EXTENDED ON ANY SUBSEQUENT ROLL FOR THE TAX YEAR 1997 WITH RESPECT TO NEW IMPROVEMENTS AND THE FIRST OCCUPANCY THEREOF DURING 1997 WHICH MAY NOT BE INCLUDED ON THE REGULAR ASSESSMENT ROLL AND WHICH ARE AN ACCRUING LIEN.
2. LIENS, LEVIES, AND ASSESSMENTS OF THE NAMPA MERIDIAN IRRIGATION DISTRICT, AND THE RIGHTS, POWERS, AND EASEMENTS OF SAID DISTRICT AS BY LAW PROVIDED. NO DELINQUENCIES APPEAR OF RECORD IN THE ADA COUNTY RECORDER'S OFFICE.
3. EASEMENT TO IDAHO POWER COMPANY, A CORPORATION, AS SET FORTH IN AN INSTRUMENT RECORDED MARCH 9, 1962, AS INSTRUMENT NO. 523172, RECORDS OF ADA COUNTY, IDAHO.
4. RIGHT-OF-WAY FOR RIDENBAUGH CANAL AND THE RIGHTS OF ACCESS THERETO FOR MAINTENANCE.
5. RIGHT-OF-WAY FOR VICTORY ROAD.

MICROFILMED
SEP 23 1995

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: ELS

Right Number 63-5041 Applicant ES Martin

NOTE: IF ANY OF THE ITEMS BELOW ARE MISSING, THE CLAIM IS INCOMPLETE AND MUST BE RETURNED IMMEDIATELY TO THE CLAIMANT ALONG WITH THE APPROPRIATE COVER LETTER.

CHECK:

- ☒ Name and address.
- ☒ Date of priority. (Check for a date past the mandatory filing dates.) (One date only.)
- ☒ Source.
- ☒ Quantity, use, period.
- ☒ Point(s) of diversion.
- ☒ Location of use.
- ☒ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received. 7-17-83
- ☒ Claim published correctly. Idaho Statesman
6/30 & 7/1/83 30/28226
- ☒ Exceptions processed.

By OBS Date 1/12/84

STATE OFFICE PROCESSING:

- ☒ Claim review complete.

By de Date 1/18/84

MICROFILMED

RECEIVED
JAN 13 1984
Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Western Region

Statehouse
Boise, Idaho 83720
(208) 334-2190

JULY 20, 1983

SALLY DIANE MARTIN
2680 E. VICTORY RD.
MERIDIAN

ID 83642

RE: Claim No. 63-5041

Dear Claimant:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-243 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filing and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.

Yours truly,

DAVID B. SHAW
Western Region Supervisor

Enclosure

RECEIVED
JUL 21 1983

63-5041

MARTIN, SALLY DIANE

2680 E. VICTORY RD., MERIDIAN, ID 83642

Source: GROUNDWATER

Priority Date: 01/01/1958

Diversion Pt: SWSE Sec 20 T 03N R 01E

Use: IRRIGATION	(1.42 CFS)
STOCKWATER	(0.02 CFS)

In: NWSE SWSE Sec 20 T 03N R 01E FOR 71 ACRES

RECORDED

WATER RIGHT
DATA ENTRY LOG

[illegible]