

The Idaho Statesman

P.O. BOX 40, BOISE, IDAHO 83707

RECEIVED

AUG 12 1994

TRANSIENT
208-327-7900

LEGAL ADVERTISING INVOICE

Amount Due

\$44.04

Account Number Order No.: 825432		Identification NOTICE OF PROPOSED RENTAL OF WATER RIGHT NO. 63-03148	
Ordered By Julie L. Yarbrough	P.O. Number	Rate NT	Run Dates August 3 & 10, 1994
STATE OF IDAHO DEPARTMENT OF WATER RESOURCES 1301 North Orchard Street Statehouse Mail Boise, Idaho 83720-9000		Estimated Inches	Real Inches
		# Affidavits 1	Legal Number 8160

LEGAL NOTICE

NOTICE OF PROPOSED RENTAL OF WATER RIGHT NO. 63-03148

Notice is hereby given pursuant to Section 42-222, Idaho Code and Water Supply Bank Rule IDAPA 37.02.03030.02 that the Boise Ranch Golf Course, Inc. has submitted a request to the Idaho Water Resource Board to rent part of Water Right No. 63-03148 from the Water Supply Bank.

The proposed rental is requested for a three (3) year period and would divert 190 Acre Feet of ground water each year from an existing well located in the SW1/4SE1/4 Section 33, T3N, R1E, BM. for the irrigation of approximately 120 acres of land located in NE1/4 Section 4, T2N, R1E, BM.

The right was originally used for irrigation of 155 acres in Section 28, T2N, R1E, BM and was diverted from a well within the SE1/4NE1/4 Section 28, T2N, R1E, BM. The priority of the right is January 29, 1959.

Any protest against the proposed rental must be filed with the Idaho Department of Water Resources, 1301 N. Orchard St., Boise, ID 83720 on or before August 29, 1994.

R. KEITH HIGGINSON, Director
Pub. Aug. 3 & 10, 1994 8160

LINDA PORTER

_____, 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 ☐ consecutive daily ☐ single ☐ odd skip

insertion(s) beginning with the issue of AUGUST 3, 19 94

and ending with the issue of AUGUST 10, 19 94

Linda Porter

STATE OF IDAHO)

ss.

COUNTY OF ADA)

On this 10th day of AUGUST in the year of 1994, before me, a Notary Public, personally appeared LINDA PORTER, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.

Janice Madec
Notary Public for Idaho

Residing at Boise, Idaho

My commission expires: 5/97

RECEIVED
JUN 12 1987

The Idaho Statesman

P.O. BOX 40, BOISE, IDAHO 83707

Department of Water Resources

LEGAL ADVERTISING INVOICE

Amount Due 43.85
Legal Number #5520

Account Name Idaho Department of Water Resources (Western)			Account Number #47628		
Address Statehouse		City/State Boise, ID		Zip 83720	
Ordered By Judy Pense	P.O. Number	Rate NT	Run Dates 1987 June 4, 11		
Identification Application for Extension: Sellars			Estimated Inches		Real Inches
☐ Number of Affidavits Requested ☒ 1					Legal Number #5520

RECEIVED
JUN 16 1987

STATE OF IDAHO)
) SS.
COUNTY OF ADA)

Department of Water Resources
Western Regional Office

NOTICE OF APPLICATION FOR EXTENSION OF TIME TO AVOID FORFEITURE OF A WATER RIGHT
No. 63-3148 **OK**

Notice is hereby given that John W. Sellars, Jr. &/or Gladys Sellars, 6300 S. Cole Rd., Boise, Idaho have applied to the Department of Water Resources for an extension of time to avoid forfeiture of a water right. This water right is evidenced by License No. 63-3148.

This water right was licensed for 3.01 cubic feet per second of water from a groundwater source with a priority date of January 29, 1959, with a point of diversion within the SE 1/4 NE 1/4, Sec. 28, Twp. 2N, Rge. 1E, Ada County, for irrigation purposes from 3/15 to 11/15 annually for use upon 155 acres within the NE 1/4, Sec. 28, Twp. 2N, Rge. 1E.

Section 42-222, Idaho Code provides that a water right shall be lost and forfeited, and the water revert to the state upon failure to apply water to a beneficial use for a period of five years. This Section further provides that the State may allow an additional five year period of non-use without forfeiture upon a showing of reasonable cause. John W. &/or Gladys Sellars have applied for this extension because due to family medical problems this land has not been farmed or irrigated since the fall of 1983, and they are in the process of trying to sell the land, after which irrigation will begin. The applicant requests this extension until Sept. 30, 1993.

Any protest against the granting of this extension may be filed with the Idaho Department of Water Resources, 2735 Airport Way, Boise, ID 83705 on or before June 22, 1987.

Pub. June 4, 11, 1987 5520

Deborah Gregory, 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 (2) ☒ consecutive weekly ☐ consecutive daily ☐ single ☐ odd skip insertion(s) beginning with the issue of June 4, 1987 and ending with the issue of June 11, 1987

Deborah Gregory
Subscribed and sworn to before me this 11th day of June, 1987

Connie Blackburn 8/92
Notary Public for Idaho, Residing at Boise, Idaho

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MAR 10 1988

8. Draw a map indicating the point of diversion and place of use of the right-of-portion thereof. Show clearly the land involved by section, township and range.

Well

NE $\frac{1}{4}$ Sec 28 TN 2N R1E

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

SEP 28 1993

d = .81

205 long
113 bottom

5 Rev 2 Min 41 Sec

120

41

161 / 500

312

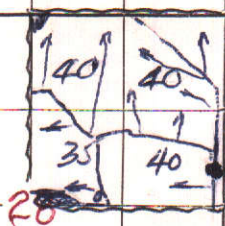
X.97 = 3.01 cfs

150 in

R-1E

T.
2
N.

(29)



P.D.

80

75

(27) 155

Subdivisions

4

Area

155 ac.

Q

3.01 cfs or 150 in

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JUN 22 1962

Department of Reclamation

PROOF OF PUBLICATION

State of Idaho, }
County of Ada } ss.

I, Florence Goetzke, being first duly sworn, depose and say, that I am over twenty-one years of age, and Chief Clerk of MERIDIAN NEWS-TIMES, a weekly newspaper of general circulation, published at Meridian, County of Ada, State of Idaho, and that the annexed notice was published in said paper once each week for 4 consecutive weeks, the first publication being on the 24 day of May, 1962, and the last publication being on the 14 day of June, 1962.

That said notice was published in the newspaper proper and not in a supplement. That said newspaper had been continuously and uninterruptedly published in said county for a period of 78 consecutive weeks prior to the first publication of this notice, and is a newspaper within the meaning of the Idaho statutes.

Florence Goetzke
Chief Clerk

Subscribed and sworn to before me this 15 day of June, 1962.

R. J. Marks
Notary Public in and for Idaho

Residence or Postoffice Address Boise, Idaho.

NOTICE OF PROOF OF COMPLETION OF WORKS AND APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 2 P.M. on the 22 day of June, 1962, at Boise, County of Ada, State of Idaho, before Ellis Marker, Notary Public, at (address) 224 S. 11th, Boise, proof will be submitted of the completion of works for the diversion of 3.2 cubic feet per second of underground water from a well, and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G27748, heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit is John W. or Gladys Sellers, Jr.

2. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conveying to the place of use is 3.2 cubic feet per second.

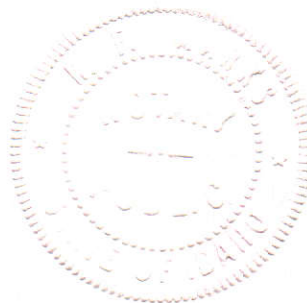
3. The use to which said water has been applied is irrigation purposes, and the amount applied to beneficial use is 3.2 cubic feet per second.

4. The point of diversion of said water is SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 28, Twp. 2N., Rge. 1E., B.M., County of Ada.

5. The place where said water is used is NE $\frac{1}{4}$ Sec. 28, Twp. 2N., Rge. 1E.

6. The date of priority which said user is prepared to establish is January 29, 1959.

GEO. N. CARTER
State Reclamation Engineer
May 24, 31; June 7, 14, 1962



NAME OF APPLICANT *John W. or Gladys Sellars, Jr.*

Form No. 0

R 1 E

Sec 98

*T
2
N*

NE 1/4 SEC.

T-2N

*R-1 E
BOISE
MERIDIAN*

Well

Permit Map No. *27748*

As Approved

FEB 2 1959

GEO. N. CARTER

State Reclamation Engineer

Scale: 2 inches equal 1 Mile. Draw Plan in ink.

27748

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10/96

Before the Idaho Water Resource Board

OCT 24 1996

WATER SUPPLY BANK RENTAL AGREEMENT

Department of Water Resources

The Idaho Water Resource Board (Board) being authorized to operate a Water Supply Bank (bank) and to contract by and through the Director of the Idaho Department of Water Resources (Director) for rental of water from the bank agrees to rent water as follows:

1. Renter: Greg and Susan Duffy.
2. Address: 5702 W. Hollilynn Drive, Boise, ID 83709.
3. Source of water: Groundwater.
4. Volume of water rented: 1997 - 17.5 AF, Max rate: 0.15 cfs.
1998 - 17.5 AF, Max rate: 0.15 cfs.
5. Diversion period from March 15, 1997 to November 15, 1997.
March 15, 1998 to November 15, 1998.
6. Use of water: Irrigation.
7. a) Renter's point of diversion:

Legal description: NW1/4SW1/4 Section 8, T2N, R2E, B.M.

Pump HP: 5. Lift: 200 feet.

- b) Renter's place of use:

Legal description: NW1/4SW1/4 Section 8, T2N, R2E, B.M.
also known as lots 19 and 20, Block 1, Calderon Estates
Subdivision.

Total number of acres to be irrigated: 5.0

8. The right from which water will be rented is 63-03148.

The undersigned renter agrees to pay \$ 113.75 to the Board for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. Use of water is subject to all prior water rights.
2. Upon a determination of need by the department, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director.

3. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the place of use of the water shall revert to its original place of use and/or again be available to rent from the bank.

4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

5. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.

6. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.

7. If water is to be used for irrigation, the rate of diversion when combined with all other water rights for the same land shall not exceed 0.02 cfs for each acre of land.

8. This rental does not authorize the construction of a new well.

Dated this 24th day of October, 1996.

Susan M. Saffey
Renter

I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this 24th day of October, 1996.

K. J. Dreher
for KARL J. DREHER, Director
Idaho Department of Water Resources

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board (Board) being authorized to operate a Water Supply Bank (bank) and to contract by and through the Director of the Idaho Department of Water Resources (Director) for rental of water from the bank agrees to rent water as follows:

1. Renter: DARLING INTERNATIONAL INC.
2. Address: 18305 S. Cole Rd, Kuna, ID 83634.
3. Source of water: Groundwater.
4. Volume of water rented: 230 AF, Max rate: 1.96 cfs.
5. Diversion period from March 15, 1997 to November 15, 1997.
6. Use of water: Irrigation.
7. a) Renter's point of diversion:

Legal description: NESE Section 12, T1N, R1E, B.M., Ada Co.

Pump HP: 75 Lift: 260 feet. Type: Submersible

- b) Renter's place of use:

Legal description: W1/2NE1/4 and 18 acres in SENE Section 12, T1N, R1E, B.M., Ada County.

Total number of acres to be irrigated: 98 maximum.

8. The right from which water will be rented is 63-03148.

The undersigned renter agrees to pay \$ 747.50 to the Board for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. Use of water is subject to all prior water rights.
2. Upon a determination of need by the department, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director.
3. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration

of this agreement, the place of use of the water shall revert to its original place of use and/or again be available to rent from the bank.

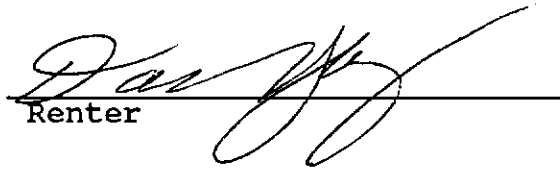
4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

5. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.

6. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.

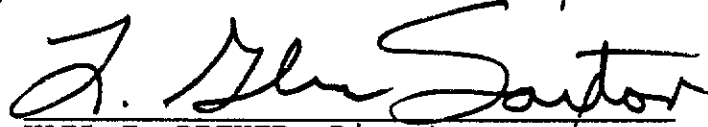
7. If water is to be used for irrigation, the rate of diversion when combined with all other water rights for the same land shall not exceed 0.02 cfs for each acre of land.

Dated this 22 day of October, 1996.



Renter

I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this 24th day of October, 1996.


for KARL J. DREHER, Director
Idaho Department of Water Resources

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

RECEIVED

MAY 23 1996

Department of Water Resources

The Idaho Water Resource Board (Board) being authorized to operate a Water Supply Bank (bank) and to contract by and through the Director of the Idaho Department of Water Resources (Director) for rental of water from the bank agrees to rent water as follows:

1. Renter: DARLING INTERNATIONAL INC.
2. Address: 18305 S. Cole Rd, Kuna, ID 83634.
3. Source of water: Groundwater.
4. Volume of water rented: 230 AF, Max rate: 1.96 cfs.
5. Diversion period from May 15, 1996 to November 15, 1996.
6. Use of water: Irrigation.
7. a) Renter's point of diversion:
Legal description: NESE Section 12, T1N, R1E, B.M., Ada Co.
Pump HP: 75 Lift: 260 feet.
b) Renter's place of use:
Legal description: W1/2NE1/4 and 18 acres in SENE Section 12, T1N, R1E, B.M., Ada County.
Total number of acres to be irrigated: 98 maximum.
8. The right from which water will be rented is 63-03148.

The undersigned renter agrees to pay \$ 747.50 to the Board for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. Use of water is subject to all prior water rights.
2. Upon a determination of need by the department, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director.
3. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration

of this agreement, the place of use of the water shall revert to its original place of use and/or again be available to rent from the bank.

4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

5. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.

6. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.

7. If water is to be used for irrigation, the rate of diversion when combined with all other water rights for the same land shall not exceed 0.02 cfs for each acre of land.

Dated this 21 day of MAY, 1996.

Darling International Inc.
by [Signature]
Renter

I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this 28th day of may, 1996.

[Signature]
for KARL J. DREHER, Director
Idaho Department of Water Resources

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FEB 12 1996

Before the Idaho Water Resource Board

Department of Water Resources

WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board (Board) being authorized to operate a Water Supply Bank (bank) and to contract by and through the Director of the Idaho Department of Water Resources (Director) for rental of water from the bank agrees to rent water as follows:

1. Renter: The Legends Partnership.
2. Address: 4545 E. Braddock Drive, Meridian, ID 83642.
3. Source of water: Groundwater.
4. Volume of water rented: 22 AF, Max rate: 0.22 cfs.
5. Diversion period from February 1, 1996 to November 15, 1996.
6. Use of water: Irrigation - subdivision landscaping.
7. a) Renter's point of diversion:

Legal description: SWSW Section 28, T4N, R1E, B.M. Ada Co.

Pump HP: 7.5 Lift: 40 feet.

- b) Renter's place of use:

Legal description: 7 acres in the SWSWSE Section 28, T4N, R1E, B.M., Ada County.

Total number of acres to be irrigated: Seven (7).

8. The right from which water will be rented is 63-03148.

The undersigned renter agrees to pay \$ 71.50 to the Board for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. Use of water is subject to all prior water rights.
2. Prior to diversion of water under this agreement, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director.
3. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the place of use of the water shall revert

to its original place of use and/or again be available to rent from the bank.

4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
5. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
6. Renter acknowledges and agrees that the Director may terminate diversion of water, if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
7. Water shall not be diverted under this agreement unless it can be beneficially used as determined by the department.

Dated this 1 day of FEB, 1996

LEARNER'S PARTNERSHIP
Renter 134

I hereby execute this Rental Agreement on behalf of the
Idaho Water Resource Board this 15th day of February, 1996.

K. J. Dreher
for KARL J. DREHER, Director
Idaho Department of Water Resources

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board (Board) being authorized to operate a Water Supply Bank (bank) and to contract by and through the Director of the Idaho Department of Water Resources (Director) for rental of water from the bank agrees to rent water as follows:

1. Renter: Idaho Department of Law Enforcement.
2. Address: P.O. Box 700, 700 Stratford Drive, Meridian, ID 83642.
3. Source of water: Groundwater.
4. Volume of water rented: 14 AF, Max rate: 0.16 cfs.
5. Diversion period from March 15, 1996 to May 15, 1996 and from September 15, 1996 to November 15, 1996.
6. Use of water: Irrigation.
7. a) Renter's point of diversion:
Legal description: SE1/4 Section 18, T3N, R1E, B.M.
Pump HP: 3. Lift: 110 feet.
b) Renter's place of use:
Legal description: SE1/4 Section 18, T3N, R1E, B.M.
Total number of acres to be irrigated: 2.5
8. The right from which water will be rented is 63-03148.

The undersigned renter agrees to pay \$45.50 to the Board for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

- a. Use of water is subject to all prior water rights.
- b. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the place of use of the water shall revert to its original place of use and/or again be available to rent from the bank.
- c. Renter agrees to comply with all applicable state and

federal laws while using water under this agreement.

d. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.

e. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.

Dated this 27 day of Dec, 1995.

Charles H. Hume, asst. Dir.
Renter

Idaho Dept. Land Experiment

I hereby execute this Rental Agreement on behalf of the
Idaho Water Resource Board this 22nd day of January, 1996.

K. J. Dreher

for KARL J. DREHER, Director
Idaho Department of Water Resources

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board (Board) being authorized to operate a Water Supply Bank (bank) and to contract by and through the Director of the Idaho Department of Water Resources (Director) for rental of water from the bank agrees to rent water as follows:

1. Renter: Ross Blattner.
2. Address: 1304 Amber Place, Nampa, ID 83651.
3. Source of water: Ground water.
4. Volume of water rented: 10 AF, Max rate: 1.0 cfs.
5. Diversion period from April 1, 1996 to October 15, 1996.
6. Use of water: Irrigation.
7. a) Renter's point of diversion:

Legal description: NWSWSE Section 31, T2N, R1W, B.M.

Pump HP: 60 Lift: 200 feet

- b) Renter's place of use:

Legal description: NESW, SESW and SWSE Section 31, T2N, R1W, B.M.

Total number of acres to be irrigated: 114.

8. The right from which water will be rented is 63-03148.

The undersigned renter agrees to pay \$ 32.50 to the Board for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. Use of water is subject to all prior water rights.
2. Prior to diversion of water under this agreement, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director.
3. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the place of use of the water shall revert

to its original place of use and/or again be available to rent from the bank.

4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

5. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.

6. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.

7. If water is to be used for irrigation, the rate of diversion when combined with all other water rights for the same land shall not exceed 0.02 cfs for each acre of land.

Dated this 31st day of January, 1996.

Ross Blanton
Renter

I hereby execute this Rental Agreement on behalf of the
Idaho Water Resource Board this 31st day of January, 1996.

Karl J. Dreher
for KARL J. DREHER, Director
Idaho Department of Water Resources

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board (Board) being authorized to operate a Water Supply Bank (bank) and to contract by and through the Director of the Idaho Department of Water Resources (Director) for rental of water from the bank agrees to rent water as follows:

1. Renter: Ross Blattner
2. Address: 1304 Amber Place, Nampa, ID 83651
3. Source of water: Ground water
4. Volume of water rented: 50 AF, Max rate: 1.0 cfs.
5. Diversion period from April 1, 1995 to October 15, 1995.
6. Use of water: Irrigation
7. a) Renter's point of diversion:

Legal description: NWSWSE Section 31, T2N, R1W, B.M.

Pump HP: 60 Lift: 200 feet.

- b) Renter's place of use:

Legal description: NESW, SESW and SWSE Section 31, T2N, R1W, B.M.

Total number of acres to be irrigated: 114.

8. The right from which water will be rented is 63-03148.

The undersigned renter agrees to pay \$ 162.50 to the Board for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. Use of water is subject to all prior water rights.
2. Prior to diversion of water under this agreement, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director.
3. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the place of use of the water shall revert

to its original place of use and/or again be available to rent from the bank.

4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

5. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.

6. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.

7. If water is to be used for irrigation, the rate of diversion when combined with all other water rights for the same land shall not exceed 0.02 cfs for each acre of land.

Dated this 14th day of March, 1995.

Rose Blatter
Renter

I hereby execute this Rental Agreement on behalf of the
Idaho Water Resource Board this 14th day of March, 1995.

for R. Keith Higginson
R. KEITH HIGGINSON, Director
Idaho Department of Water Resources

WATER SUPPLY BANK RENTAL AGREEMENT

RECEIVED

JAN 09 1995

Department of Water Resources

The Idaho Water Resource Board (Board) being authorized to operate a Water Supply Bank (bank) and to contract by and through the Director of the Idaho Department of Water Resources (Director) for rental of water from the bank agrees to rent water as follows:

1. Renter: Idaho Department of Law Enforcement.
2. Address: 700 S. Stratford Drive, Meridian, ID 83642.
3. Source of water: Groundwater.
4. Volume of water rented: 14 AF, Max rate: 0.16 cfs.
5. Diversion period from March 15, 1995 to May 15, 1995 and from September 15, 1995 to November 15, 1995.
6. Use of water: Irrigation.
7. a) Renter's point of diversion:

Legal description: SE1/4 Section 18, T3N, R1E, BM.

Pump HP: 3. Lift: 110 feet.

- b) Renter's place of use:

Legal description: SE1/4 Section 18, T3N, R1E, BM.

Total number of acres to be irrigated: 2.5

8. The right from which water will be rented is 63-03148.

The undersigned renter agrees to pay \$ 45.50 to the Board for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

- a. Use of water is subject to all prior water rights.
- b. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the place of use of the water shall revert to its original place of use and/or again be available to rent from the bank.

c. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

d. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.

e. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.

Dated this 3 day of Jan., 1995.

Robert L. Sells
Renter

I hereby execute this Rental Agreement on behalf of the
Idaho Water Resource Board this 10th day of January, 1995.

R. Keith Higginson
for R. KEITH HIGGINSON, Director
Idaho Department of Water Resources

11/92

Before the Idaho Water Resource Board

APPLICATION TO RENT WATER

FROM THE

WATER SUPPLY BANK

RECEIVED

NOV 21 1994

Department of Water Resources

Applicant Idaho Department of Law Enforcement Phone 208-884-7000
P.O. Box 700, Meridian, ID 83680-0700 (Mailing Address)
Address 700 S. Stratford Drive, Meridian, ID 83642 (Physical Address)

A. DESCRIPTION OF WATER SOUGHT FOR RENTAL

1. Source of water Groundwater
which is tributary to N/A.
2. Maximum volume of water sought 14 AF.
3. Maximum rate of diversion 70 gpm ~~XXX~~.

B. DESCRIPTION OF USE PROPOSED

1. Nature of use Landscape irrigation.
2. Location of point of diversion 1/4 S.E. 1/4, Section
18, Twp 3 North, Rge 1 East, B.M. ADA County.
Additional points of diversion, if any: See Attached

Legal Description

3. Season of use: From March 15, 1995 to May 15, 1995
September 15, 1995 to November 15, 1995.

4. Description of diverting works:

Pump HP 3 Lift 110 ft. Pump type submersible.
Canal name, if appropriate N/A.

5. Place of use:

a. If water is for irrigation, describe the number of acres to be irrigated by 40 acre tract, section, township and range.

2 1/2 Acres of Landscape -- SEE ATTACHED

b. If water is not for irrigation, describe the nature of the intended use and the place of use.

N/A

6. Describe any other water rights used for the same purposes as the rental water sought under this application.

Pending application for Permit No. 63-12020

7. Who owns the property at the point of diversion?

State of Idaho

8. Who owns the property at the place of use?

State of Idaho

9. Are you seeking a rental for more than one (1) year? No

If so, how many years?

9. Remarks:

November 17 1994
Date

Richard L. Cade
Signature of applicant

FOR DEPARTMENT USE ONLY

Rec'd by VJA Date 11-21-94 Time 2:00^R

Published in N/A Pub. dates N/A

Protests filed by _____

Hearing held by _____ Date _____

Action recommended _____

DESCRIPTION FOR
IDAHO DEPARTMENT OF PUBLIC WORKS
(IDAHO DEPARTMENT OF LAW ENFORCEMENT)

AUGUST 25, 1992

DESCRIPTION FOR A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SECTION 18, T.3N., R.1E., B.M., THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 0°27'58" E 840.67 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 18 TO A POINT;

THENCE N 89°39'33" E 1326.34 FEET TO A POINT;

THENCE S 0°29'41" W 838.01 FEET TO THE CENTER EAST 1/16 CORNER OF SAID SECTION 18;

THENCE N 89°32'38" E 686.04 FEET ALONG THE NORTH LINE OF THE SE 1/4 TO A POINT ON THE CENTERLINE OF THE HUNTER LATERAL;

THENCE S 23°44'13" E 395.90 FEET ALONG SAID CENTERLINE TO A POINT;

THENCE S 89°39'33" W 2106.96 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT 50.35 FEET, SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 72°07'27", TANGENTS OF 29.13 FEET AND A CHORD OF 47.09 FEET WHICH BEARS N 54°16'44" W TO A POINT OF TANGENCY;

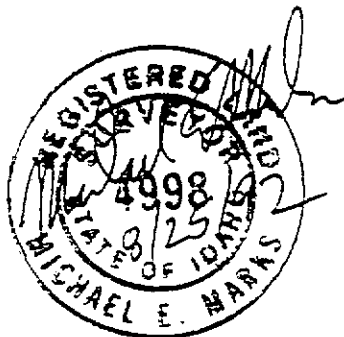
THENCE N 18°13'00" W 36.77 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT 6.52 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 18°40'58", TANGENTS OF 3.29 FEET AND A CHORD OF 6.49 FEET WHICH BEARS N 8°52'31" W TO A POINT OF TANGENCY;

THENCE N 0°27'58" E 242.60 TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION.

THIS PARCEL CONTAINS 42.86 ACRES, MORE OR LESS.

MICHAEL E. MARKS, 4998



Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board (Board) being authorized to operate a Water Supply Bank (bank) and to contract by and through the Director of the Idaho Department of Water Resources (Director) for rental of water from the bank agrees to rent water as follows:

1. Renter: Boise Ranch Golf Course, Inc. c/o Russ Isbell

2. Address: 6501 S. Cloverdale Rd, Boise, ID.

3. Source of water: Groundwater

4. Volume of water rented: Max rate: 1.1 cfs.

1994 - 80 Acre Feet

1995 - 200 Acre Feet

5. Diversion period:

From September 12, 1994 to November 15, 1994

From March 15, 1995 to November 15, 1995

6. Use of water: Irrigation

7. a) Renter's point of diversion:

Legal description: SW1/4SE1/4 Section 33, T3N, R1E, BM.

Pump HP: 25 Lift: 200 feet

b) Renter's place of use:

Legal description: Lots 1 and 2, SW1/4NE1/4, SE1/4NE1/4
Section 4, T2N, R1E, BM.

Total number of acres to be irrigated: 120

8. The right from which water will be rented is 63-03148.

The undersigned renter agrees to pay \$ 3.25 per AF per year to the Board for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. Use of water is subject to all prior water rights.

2. Prior to diversion of water under this agreement, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director.

3. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the place of use of the water shall revert to its original place of use and/or again be available to rent from the bank.

4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

5. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.

6. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.

Dated this 7th day of September, 1994.

Boise Ranch Golf Course, Inc.

by

Renter

Paul G.M.

I hereby execute this Rental Agreement on behalf of the
Idaho Water Resource Board this 7th day of Sept, 1994.

for J. Keith Higginson
R. KEITH HIGGINSON, Director
Idaho Department of Water Resources

RECEIPT
For Monies Paid
to the
Idaho Department of Water Resources

Receipt No: 5931207

Date: 9/ 7/1994
Time: 10:04:28

Received

From: BOISE RANCH GOLF COURSE

Type of Payment		Program A cct	Amount
WATER SUPPLY BANK	55109	229 21 1205	630.00
WATER SUPPLY BANK	55109	229 21 1205	91.00
WATER SUPPLY BANK	55109	229 21 1205	189.00
		<u>Total</u>	
			\$910.00
CHECK	3563		

Region: STATE

Signature: _____

Ricky

11/92

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board (Board) being authorized to operate a Water Supply Bank (bank) and to contract by and through the Director of the Idaho Department of Water Resources (Director) for rental of water from the bank agrees to rent water as follows:

1. Renter Ross Blattner
2. Address 1304 Amber Pl. Nampa, ID 83651
3. Source of water Groundwater
4. Volume of water rented 60 AF, Max rate 1.0 cfs.
5. Diversion period from 8-15-94 to 9-30-94, 1994
6. Use of water Irrig.
6. a) Renter's point of diversion:

Legal description: SWSE - Sec 31, T2N, R1W.

Pump HP: 60 Lift: 200'

Canal or conveyance works N/A

- b) Renter's place of use:

Legal description: NESW(40ac), SESW(40ac)
SWSE(34ac) Section 31, T2N, R1W

Total number of acres to be irrigated: 114

The undersigned renter agrees to pay \$ 195⁰⁰ to the Board for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and regulations and in compliance with the conditions of water use shown below:

Conditions of water use:

1. Use of water under this agreement is subject to all prior water rights.
2. Before diversion of water under this agreement, the renter shall provide for the measurement of the water diverted under this agreement in a manner acceptable to the Director.

3. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the place of use of the water shall revert to its original place of use and/or again be available to rent from the bank.
4. Renter agrees to comply with all applicable state and federal laws in the use of water under this agreement.
5. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter in the use of water under this agreement.
6. Renter acknowledges and agrees that the Director may terminate diversion of water under the agreement if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
7. If water is to be used for irrigation under this agreement, the rate of diversion when combined with all other water rights for the same land shall not exceed 0.02 cfs for each acre of land.

Dated this 14 day of Aug., 1994.

Ross Blatter
Renter

I hereby execute this Rental Agreement on behalf of the
Idaho Water Resource Board this 4th day of August, 1994.

for R. Keith Higginson
R. KEITH HIGGINSON, Director
Idaho Department of Water Resources

MEMORANDUM

To: Debbie Allen
From: L. Glen Saxton *WJ*
RE: WATER SUPPLY BANK RENTAL FEE
Date: August 4, 1994

On August 4, 1994, Ross Blattner rented 60 Acre Feet of water from the Board's Water Supply Bank at \$3.25 per AF and submitted a check in the amount of \$195.00 for the rental. The funds which have been receipted should be distributed as follows:

Return to the owner is \$2.25 (60 AF) = \$135.00

Deposit in the Water Administration Acct
per Water Bank Rule 5,1. should be
0.10 (\$195.00) = 19.50

Remainder to Water Management Acct per
Water Supply Bank Rule 40.02 = 40.50

Total \$ 195.00

Please prepare a State Warrant in the amount of \$135.00 payable to Gordon Hiatt, 9195 Maple Hill Dr., Boise, Id 83709.

Attachment: 1

c: 63-03148

RECEIPT
For Monies Paid
to the
Idaho Department of Water Resources

Receipt No: C030971

Date: 8/ 4/1994
Time: 10:10:27

Received

From: BLATTNER, ROSS OR CHARLEN

Type of Payment		Program A cct	Amount
WATER SUPPLY BANK	55109	229 21 1205	135.00
WATER SUPPLY BANK	55109	229 21 1205	19.50
WATER SUPPLY BANK	13602	490 2 1205	40.50
		<u>Total</u>	
			\$195.00
CHECK	3284		

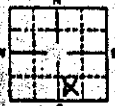
Region: STATE

Signature: _____

Rudy

Form 238-
4/92RECEIVED
MAR - 2 1993STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORTRECEIVED
FEB 24 1993

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

1. WELL OWNER Name <u>Ross Blather</u> Address <u>855 Locust Grove RD Hung 83634</u> Drilling Permit No. <u>63-92-C-0938</u> Water Right Permit No. <u>63-11940</u>		7. WATER LEVEL Static water level <u>150'</u> Department of Water Resources Flowing? ☐ Yes ☒ No G.P.M. flow _____ Artesian closed-in pressure _____ p.s.i. Controlled by: ☐ Valve ☐ Cap ☐ Plug Temperature <u>59</u> °F. Quality <u>Clear</u> Describe artesian or temperature zones below.																																																																																			
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Well diameter increase ☐ Modification ☐ Abandoned (describe abandonment or modification procedures such as liners, screen, materials, plug depths, etc. in lithologic log, section 9.)		8. WELL TEST DATA ☐ Pump ☐ Bailor ☐ Air ☐ Other _____ <table border="1"> <thead> <tr> <th>Discharge G.P.M.</th> <th>Pumping Level</th> <th>Hours Pumped</th> </tr> </thead> <tbody> <tr> <td><u>NA</u></td> <td></td> <td></td> </tr> </tbody> </table>		Discharge G.P.M.	Pumping Level	Hours Pumped	<u>NA</u>																																																																														
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3. PROPOSED USE ☐ Domestic ☒ Irrigation ☐ Monitor ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection ☐ Other _____ (specify type)		9. LITHOLOGIC LOG <table border="1"> <thead> <tr> <th rowspan="2">Bore Diam.</th> <th colspan="2">Depth</th> <th rowspan="2">Material</th> <th colspan="2">Water</th> </tr> <tr> <th>From</th> <th>To</th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>16</td> <td>0</td> <td>6</td> <td>Sand</td> <td></td> <td></td> </tr> <tr> <td>16</td> <td>6</td> <td>10</td> <td>Broken Lava</td> <td></td> <td></td> </tr> <tr> <td>16</td> <td>10</td> <td>18</td> <td>Solid Lava</td> <td></td> <td></td> </tr> <tr> <td>12</td> <td>18</td> <td>32</td> <td>Solid Lava</td> <td></td> <td></td> </tr> <tr> <td>12</td> <td>32</td> <td>37</td> <td>Red Cinder</td> <td></td> <td></td> </tr> <tr> <td>12</td> <td>37</td> <td>76</td> <td>Solid Lava</td> <td></td> <td></td> </tr> <tr> <td>12</td> <td>76</td> <td>85</td> <td>Broken Lava</td> <td></td> <td></td> </tr> <tr> <td>12</td> <td>85</td> <td>120</td> <td>Solid Lava</td> <td></td> <td></td> </tr> <tr> <td>12</td> <td>120</td> <td>124</td> <td>Red Cinder</td> <td></td> <td></td> </tr> <tr> <td>12</td> <td>124</td> <td>176</td> <td>Solid Lava</td> <td></td> <td></td> </tr> <tr> <td>12</td> <td>176</td> <td>183</td> <td>Red Cinder</td> <td></td> <td></td> </tr> <tr> <td>12</td> <td>183</td> <td>220</td> <td>Broken Lava</td> <td></td> <td></td> </tr> </tbody> </table>		Bore Diam.	Depth		Material	Water		From	To	Yes	No	16	0	6	Sand			16	6	10	Broken Lava			16	10	18	Solid Lava			12	18	32	Solid Lava			12	32	37	Red Cinder			12	37	76	Solid Lava			12	76	85	Broken Lava			12	85	120	Solid Lava			12	120	124	Red Cinder			12	124	176	Solid Lava			12	176	183	Red Cinder			12	183	220	Broken Lava		
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4. METHOD DRILLED ☒ Rotary ☒ Air ☐ Auger ☐ Reverse rotary ☐ Cable ☐ Mud ☐ Other _____ (backhoe, hydraulic, etc.)																																																																																					
5. WELL CONSTRUCTION Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____ Thickness <u>250</u> inches Diameter <u>12</u> inches + <u>2</u> feet <u>18</u> feet _____ inches _____ inches _____ feet _____ feet _____ inches _____ inches _____ feet _____ feet Was casing drive shoe used? ☐ Yes ☒ No Was a packer or seal used? ☐ Yes ☒ No Perforated? ☐ Yes ☒ No How perforated? ☐ Factory ☐ Knife ☐ Torch ☐ Gun Size of perforation? _____ inches by _____ inches _____ perforations _____ feet _____ feet _____ perforations _____ feet _____ feet _____ perforations _____ feet _____ feet Well screen installed? ☐ Yes ☒ No Manufacturer _____ Type _____ Top Packer or Headpipe _____ Bottom of Tailpipe _____ Diameter _____ Slot size _____ Set from _____ feet to _____ feet Diameter _____ Slot size _____ Set from _____ feet to _____ feet Gravel packed? ☐ Yes ☒ No ☐ Size of gravel _____ Placed from _____ feet to _____ feet Surface seal depth <u>10</u> Material used in seal: ☐ Cement grout ☒ Bentonite ☐ Puddling clay ☐ _____ Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing ☒ Overbore to seal depth Method of joining casing: ☐ Threaded ☒ Welded ☐ Solvent Weld ☐ Cemented between strata Describe access port <u>Port on Sanitary Seal</u>																																																																																					
6. LOCATION OF WELL Sketch map location must agree with written location.  Subdivision Name _____ Lot No. _____ Block No. _____ County <u>Canyon</u> Address of Well Site _____ (give at least name of road) <u>NW 1/4 SE 1/4 Sec. 31</u> T. <u>3</u> N. R. <u>1</u> E. or W.		11. DRILLER'S CERTIFICATION I/We certify that all minimum well construction standards were complied with at the time the rig was removed. Firm Name <u>Domestic Pump & Drill</u> Firm No. <u>483</u> Address <u>12630 Orchard Nampa</u> Date _____ Signed by Drilling Supervisor <u>[Signature]</u> and <u>[Signature]</u> (Operator) (If different than the Drilling Supervisor)																																																																																			

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

Ident. No. 63-92-C-0938-000
Water Right No. 63-11940

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR DRILLING PERMIT

1. Name: ROSS BLATTNER 208-922-5739
Address: 855 LOCUST GROVE
KUNA ID 83634
2. Proposed Well Location: NWSWE Sec. 31, Township 02N, Range 01W
CANYON County
3. Proposed Use of Well: Non-Domestic
Any beneficial use not included within the definition of domestic.
4. Well Construction Information:
A. New Well
B. Proposed Surface Diameter 12 In. Proposed Maximum Depth 300 Ft.
C. Anticipated Bottom Hole Temperature: 85 F or less (Cold water well)
5. Construction Start Date: 11/20/1992
6. Anticipated Well Driller: DOMESTIC PUMP & DRILLING
NOTE: The actual well driller must be identified prior to drilling.
7. Applicant's Signature X Ross Blattner Date 10-23-92
Title Owner
(Owner, Firm Representative, Other)

Fee \$ 200.⁰⁰ Receipted by Bede M No. C025651 Date 10-2-1992

RECEIVED
OCT 27 1992

Department of Water Resources
Western Regional Office

ACTION OF THE DEPARTMENT OF WATER RESOURCES

This permit is APPROVED

Date: 10/23/1992

If approved, this permit authorizes the construction or modification of a well subject to the following conditions. READ CAREFULLY!

GENERAL CONDITIONS:

1. The well must be constructed or modified in compliance with the applicable statutes, specific conditions of approval shown on the water right permit, transfer, amendment, or injection well permit; and the rules and regulations of the Department for water appropriation, injection wells, and well construction.
2. This drilling permit is valid for two (2) months from approval date for the start of drilling.
3. This permit does not constitute other local, county, state or federal approvals which may be required for construction of a well. All wells must be drilled a minimum distance of 100 feet from a drain field. Domestic and Public Water Supply wells must be drilled a minimum distance of 50 feet and 100 feet respectively from a septic tank.
4. The well shall be constructed by a driller licensed in the State of Idaho.
5. Approval of this drilling permit does not authorize trespass on the land of another party.
6. This drilling permit does not represent a right to divert and use the water of the State of Idaho.
7. If a bottom hole temperature of 85 F or greater is encountered, well construction shall cease and the well driller and the well owner shall contact the Department immediately.
8. If this permit is for a replacement well, the well being replaced must be abandoned in accordance with Department Rules and Regulations.

SPECIFIC CONDITIONS:

THIS DRILLING PERMIT AUTHORIZES THE CONSTRUCTION OF A WELL BUT DOES NOT AUTHORIZE THE DIVERSION OF WATER FOR IRRIGATION OR OTHER NON-DOMESTIC PURPOSES WITHOUT A VALID WATER RIGHT.


Signature of Authorized Dept. Representative


Title

EXTENSION OF DRILLING PERMIT

Extension Approved by: _____

Approval Date: _____

Expires On: _____

Ident. No. 63-11940

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

COPY

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name: ROSS BLATTNER 208-922-5739
 Address: 855 LOCUST GROVE
 KUNA ID 83634

AND/OR

Name: CHARLENE BLATTNER 208-922-5739
 Address: 855 LOCUST GROVE
 KUNA ID 83634

2. Source: GROUNDWATER Trib. to:
 3. Location of Point of Diversion: NWSWSE Sec. 31, Township 02N, Range 01W
 CANYON County

4. Water will be used for the following purposes:

Purpose	From	To	CFS	(or)	AF
IRRIGATION	03/15	11/15	2.280		

5. Total quantity to be appropriated is:
 2.280 CFS (and/or) AF

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc.
 WELL, PUMP, AND PIPELINE

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

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

d. Is groundwater with a temperature greater than 90F being sought? NO

7. Time required for the completion of the works and application of
 the water to the proposed beneficial use is 3 years.

8. Description of proposed uses:

Ident. No. 63-11940
Page 2

9. Place of Use: IRRIGATION

TWN	RGE	SEC	ACRES	ACRES	ACRES	TOTAL
02N	01W	31	NESW 40	SESW 40	SWSE 34	114

Total number of acres irrigated: 114

10. Describe any other water rights used for the same purposes.

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

APPLICANT

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

APPLICANT

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

12. Remarks:

13. Map of proposed point of diversion and place of use attached? []

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

Applicant

Received by _____ Date _____ Time _____ Preliminary check by _____

Fee \$ _____ Receipted by _____ # _____ Date _____

Publication prepared by _____ Date _____ Published in _____

Publication approved _____ Date _____

Ross Blattner
1804 Amber Pl
Nampa Id 83657

July 25 1994

RECEIVED

JUL 26 1994

Department of Water Resources

L. Glenn Saxton
Water Allocation Bureau

Dear Sir

In answer to your May 25, 1994
letter we will be out of water near
8-15-94. We have beans, corn, hay
& grain. We need to plant alfalfa
to rotate our crops.

The well has never been
pumped so don't know what it will
do.

We didn't water the hay & grain as
much to hold water for the others

Sincerely

Ross & Charlene Blattner

63-11940

The Idaho Statesman

P.O. BOX 40, BOISE, IDAHO 83707

RECEIVED

AUG 12 1994

TRANSIENT
208-327-7900

LEGAL ADVERTISING INVOICE

Amount Due

\$44.04

Account Number Order No.: 825432		Identification NOTICE OF PROPOSED RENTAL OF WATER RIGHT NO. 63-03148	
Ordered By Julie L. Yarbrough	P.O. Number	Rate NT	Run Dates August 3 & 10, 1994
STATE OF IDAHO DEPARTMENT OF WATER RESOURCES 1301 North Orchard Street Statehouse Mail Boise, Idaho 83720-9000		Estimated Inches	Real Inches
		# Affidavits 1	Legal Number 8160

LEGAL NOTICE

NOTICE OF PROPOSED RENTAL OF WATER RIGHT NO. 63-03148

Notice is hereby given pursuant to Section 42-222, Idaho Code and Water Supply Bank Rule IDAPA 37.02.03030.02 that the Boise Ranch Golf Course, Inc. has submitted a request to the Idaho Water Resource Board to rent part of Water Right No. 63-03148 from the Water Supply Bank.

The proposed rental is requested for a three (3) year period and would divert 190 Acre Feet of ground water each year from an existing well located in the SW1/4SE1/4 Section 33, T3N, R1E, BM. for the irrigation of approximately 120 acres of land located in NE1/4 Section 4, T2N, R1E, BM.

The right was originally used for irrigation of 155 acres in Section 28, T2N, R1E, BM and was diverted from a well within the SE1/4NE1/4 Section 28, T2N, R1E, BM. The priority of the right is January 29, 1959.

Any protest against the proposed rental must be filed with the Idaho Department of Water Resources, 1301 N. Orchard St., Boise, ID 83720 on or before August 29, 1994.

R. KEITH HIGGINSON, Director
Pub. Aug. 3 & 10, 1994 8160

LINDA PORTER

_____, 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 ☐ consecutive daily ☐ single ☐ odd skip

insertion(s) beginning with the issue of AUGUST 3, 19 94

and ending with the issue of AUGUST 10, 19 94

Linda Porter

STATE OF IDAHO)

ss.

COUNTY OF ADA)

On this 10th day of AUGUST in the year of 1994, before me, a Notary Public, personally appeared LINDA PORTER, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.

Julie Madec
Notary Public for Idaho
Residing at Boise, Idaho

My commission expires: 5/97

RECEIVED

MAY 11 1987

Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Application for Extension of Time to Avoid Forfeiture
of a Water Right

Water Right No. 63-3148

RECEIVED

MAY 13 1987

Department of Water Resources
Western Regional Office

Section 42-222 of the Idaho Code provides that a water right shall be lost and forfeited and the water revert to the state upon the failure of a water user to apply the water to beneficial use for a period of five (5) years. The Director may allow an additional five (5) year period of non-use without forfeiture upon a showing of reasonable cause.

Complete fully the following application and submit it to the Department of Water Resources, Statehouse, Boise, Idaho, 83720, with the statutory fee.

1. Name of water right holder John W. Sellars, Jr. &/or Gladys Sellars
Post office address 6300 S. Cole Rd., Boise, ID 83709

2. The right was obtained or is evidenced by:

a. Decree to _____ in Case of _____
(Name)

vs. _____, Dated _____ in _____
(Name of Court)

Court, County of _____. Fully describe decree _____

b. License No. 63-3148 issued by the Department of Water Resources.

c. Claim No. _____ on file with the Department of Water Resources.

3. Source of water groundwater tributary to _____
(Name of stream or source)

4. Date of priority of right Jan. 29, 1959

5. Amount of water a. 3.01 c.f.s. and/or

b. _____ acre feet/annum

6. Water is used for Irrigation from 3/15 to 11/15

from _____ to _____

from _____ to _____

(Purpose)

(Month-Day)

(Month-Day)

7. Location of point of diversion is SE 1/4 NE 1/4 of Section 28

Township 2N, Range 1E, B.M., in Ada County;

Additional points of diversion, if any _____

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	
<u>2N</u>	<u>1E</u>	<u>28</u>	<u>40</u>	<u>40</u>	<u>35</u>	<u>40</u>													<u>155</u>

Total number of acres irrigated 155

9. Give last date when water was applied to beneficial use Fall of 1983
Length of extension of time requested 5 years, or until September 1993
(Date)

10. Explain fully your reasons for requesting an extension of time within which to resume the use of your water right and reasons for non-use medical reasons have prevented us from farming the land - we are in the process of trying to sell the land.

I hereby assert that no one will be injured by such extension. The information contained in this application is true to the best of my knowledge.

John W. Sellers Jr.
(Signature of Applicant)

Subscribed and sworn to before me this 11th day of May, 1987.

Kathleen A. Walker
(Notary Public)

My commission expires 2-14-1993

Residing at Eagle, Idaho

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined this application for extension of time within which to resume the use of a water right and I hereby APPROVE said application subject to the following conditions or reasons.

Use of water under this right shall resume on or before November 1, 1993.

Witness my hand this 27th day of October, 19 87.

J. Glen Saxton
Chief, Operations Bureau

MICROFILMED

MAR 10 1988

For Department Use Only
Received by KW-jj Date 5-11-1987 Time 11:30 Preliminary check by #44772
Fee \$ 50.00 Receipted by 14 Date 5-11-87 Publication prepared by
Published in The Idaho Statesman Dates 6/4 & 6/11, 1987
Publication approved by 88 Date 6/29/87 Protests filed by:

Copies of protests forwarded by Hearing held by Date
Recommended for /X Approval // Denial by Dr. Jim

RECEIVED
JUN 12 1987

The Idaho Statesman

P.O. BOX 40, BOISE, IDAHO 83707

Department of Water Resources

LEGAL ADVERTISING INVOICE

Amount Due 43.85
Account Number #47628
Legal Number #5520

Account Name Idaho Department of Water Resources (Western)		Account Number #47628	
Address Statehouse		City/State Boise, ID	Zip 83720
Ordered By Judy Pense	P.O. Number	Rate NT	Run Dates 1987 June 4, 11
Identification Application for Extension: Sellars		Estimated Inches	Real Inches

1	Number of Affidavits Requested
---	--------------------------------

RECEIVED
JUN 16 1987

STATE OF IDAHO)

SS.

COUNTY OF ADA)

Department of Water Resources
Western Regional Office

NOTICE OF APPLICATION FOR EXTENSION OF TIME TO AVOID FORFEITURE OF A WATER RIGHT

No. 63-3146 OK-24

Notice is hereby given that John W. Sellars, Jr. &/or Gladys Sellars, 4308 S. Cole Rd., Boise, Idaho have applied to the Department of Water Resources for an extension of time to avoid forfeiture of a water right. This water right is evidenced by License No. 63-3146.

This water right was licensed for 1.01 cubic feet per second of water from a groundwater source with a priority date of January 29, 1959, with a period of operation within the SE 1/4 NE 1/4, Sec. 28, Twp. 2N, Rge. 1E, Ada County, for irrigation purposes from 3/15 to 11/15 annually for use upon 155 acres within the NE 1/4, Sec. 28, Twp. 2N, Rge. 1E.

Section 60-108, Idaho Code provides that a water right shall be lost and forfeited, and the water revert to the state upon failure to apply water to a beneficial use for a period of five years. This Section further provides that the State may allow an additional five year period of non-use without forfeiture upon a showing of reasonable cause. John W. &/or Gladys Sellars have applied for this extension because due to family medical problems this land has not been farmed or irrigated since the fall of 1983 and they are in the process of trying to sell the land, after which irrigation will begin. The applicant requests this extension until Sept. 30, 1993.

Any protest against the granting of this extension may be filed with the Idaho Department of Water Resources, 2735 Airport Way, Boise, ID 83708 on or before June 22, 1987.

Pub. June 4, 11, 1987

5530

Deborah Gregory, 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 (2) ☒ consecutive weekly ☐ consecutive daily ☐ single ☐ odd skip insertion(s) beginning with the issue of June 4, 19 87 and ending with the issue of June 11, 19 87

Subscribed and sworn to before me this 11th

day of June, 19 87

Conrad Blackburn 8/92
Notary Public for Idaho, Residing at Boise, Idaho

MAR 10 1988

State of Idaho
License and Certificate of Water Right

Water License No. G-27748 Amount 3.01 c.f.s.
Water District No. _____ Priority January 29, 1959

THIS IS TO CERTIFY that JOHN W. SELLARS, Jr. or GLADYS SELLARS
of Boise, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated January 29, 1959; that Permit No. G-27748
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
3.01 second feet, was issued thereunder on June 5, 1963, showing that said works
were completed on the 22nd day of June, 1962; and that on the 22nd
day of June, 1962,

JOHN W. SELLARS, Jr. or GLADYS SELLARS
of Boise, State of Idaho, made proof to the satisfaction of the
State Reclamation Engineer of Idaho, of the right to use the waters of a well
, a tributary of subterranean flow, for the purpose of irrigation
, under Use Permit No. G-27748 of the Department of Reclamation
and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume
12 of Licenses at page 7587, on the 5th day of June, 1963;

The right hereby confirmed dates from January 29, 1959;

The Point of Diversion is located
in the SE 1/4 NE 1/4, Sec. 28, Tp. 2 N., R. 1 E., B. M. Ada County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
not exceed 3.01 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
2 N.	1 E.	28	NE ¹ / ₄ NE ² / ₄	40	40
			NW ¹ / ₄ NE ² / ₄	40	40
			SW ¹ / ₄ NE ² / ₄	40	35
			SE ¹ / ₄ NE ² / ₄	40	40
			Total number of acres to be irrigated:		

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place
of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this
5th day of June, 1963.

RALPH W. THOMAS
Deputy State Reclamation Engineer.

(SEAL)

63-3148

APPLICATION FOR PERMIT

To Appropriate the Subterranean Waters of The State of Idaho

Application No. G- 35686
 Permit No. G- 27748
 District No.

John W. Sellars, Jr.
 Rt. # 4,
 Boise, Idaho

1. Name of Applicant: JOHN W. or GLADYS SELLARS, JR.

Postoffice address: Rt. # 4, Boise County: Ada State: Idaho

2. Quantity of water claimed:

(a) Rate of withdrawal in cubic feet per second 3.2 or Idaho
 Miners' inches or gallons per minute

(b) Annual withdrawal in acre feet per annum

3. Source of water supply: 12 In. well

4. Location of point of diversion or well is in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28
 Twp. 2 N., Rge. 1 E., B.M., County of Ada

5. Water is to be used for: Irrigation

6. If for municipal, industrial or recreational purposes, give:

(a) Point of use of water is in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp.
 Rge. , B.M.

(b) Waste water or sewage effluent is to be returned to
 at a point in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp. , Rge. , B.M.

7. Kind of works: Turbine type pump and ditches

8. Estimated cost of works: \$ 7500.00

9. (a) Is reservoir to be used? No

(b) Capacity of reservoir:

10. The time required for the completion of such work and complete application of the water to the proposed use is 5
 years.

11. If applicant is a corporation, give:

I. (a) Date and place of incorporation:

(b) Amount of capital stock: \$ (c) Amount paid in: \$

(d) Names and addresses of directors:

II. The financial resources of the applicant are (a) Cash on hand: \$

(b) Treasury stock: (c) Bonds to be issued:

(d) Other resources:

12. The land to be irrigated is described in the following tabulation:

13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: None

(a) (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.

(b) 3.2 (cubic feet per second, inches or gallons per minute) is for new lands.

Twp.	Range	Sec.	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	Totals
			NE ¹ / ₄ NW ¹ / ₄ SW ¹ / ₄ SE ¹ / ₄	NE ¹ / ₄ NW ¹ / ₄ SW ¹ / ₄ SE ¹ / ₄	NE ¹ / ₄ NW ¹ / ₄ SW ¹ / ₄ SE ¹ / ₄	NE ¹ / ₄ NW ¹ / ₄ SW ¹ / ₄ SE ¹ / ₄	
2 N.	1 E.	28	40 40 40 40				160
Permit No. G-27748 ✓ CERTIFICATE OF COMPLETION OF WORKS TO ALL WHOM IT MAY CONCERN: This is to certify that JOHN W. SELLARS, JR. or GLADYS SELLARS OF Boise, County of Ada, and State of Idaho, the holders of Permit No. G-27748, issued upon Application No. G-35686, bearing date of priority of January 29, 1959, authorizing the diversion of 3.2 second feet of waters of a well, County of Ada, State of Idaho, for irrigation purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 3.01 second feet of the waters of a well from subterranean flow; that the point of diversion of said waters SE¹/₄NE¹/₄, Sec. 28, T. 2 N., R. 1 E., B. M.; and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit: 155 acres in the NE¹/₄, Sec. 28, T. 2 N., R. 1 E., B. M. Witness my hand this 5th day of June, A. D. 1963. s/ RALPH W. THOMAS, Deputy State Reclamation Engineer Proof of Completion of Works Made: June 22, 1962 LICENSE ISSUED FOR 3.01 SEC. FT. page 7587							



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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

September 9, 1998

Greg and Susan Duffy
5702 W Hollilynn Drive
Boise, ID 83709

RE: USE OF GROUNDWATER FOR IRRIGATION

Dear Mr. Duffy:

On October 24, 1996, you rented water from the Water Supply Bank (bank) operated by the Idaho Water Resource Board. More specifically you rented 17.5 acre feet for the irrigation of 5 acres located in the NWSW Section 8, T2N, R2E, B.M. for the 1997 and 1998 irrigation seasons. The place of use is also known as Lots 19 and 20, Block 1, Calderon Estates Subdivision.

Water right No. 63-03148 part of which you rented during 1997 and 1998 has been removed from the bank and is not available to rent for the 1999 or subsequent irrigation seasons. Hence, you are not authorized to continue the irrigation of the five (5) acres unless you have authority under some other water right. I checked the department's water right data base and did not find a water right filing in your name. If you have no water right and wish to apply for one, you need to contact our Western Regional Office located at 2735 Airport Way in Boise at phone number 334-2190.

By copy of this letter, I am advising the regional office that your authorization to divert and use groundwater for the irrigation of the five (5) acres ends in 1998. That office may check during the irrigation season of 1999 to determine if you have ceased to irrigate the 5 acres or have obtained a right to do so.

If you have questions, please feel free to contact the department.

Sincerely,

L. GLEN SAXTON, P.E.
Chief, Water Allocation Bureau

c: IDWR - W. Region
Steve Lester

MEMORANDUM

*Vault —
File in
63-03148*

To: File 63-03148
From: L. Glen Saxton *LS*
RE: RENTAL OF WATER RIGHT NO. 63-03148 FROM THE BANK
Date: February 5, 1997

In response to Gordon Hiatt's letter dated January 31, 1997, on this date I advised him that I would contact him before renting any additional part of the right from the bank.

RECEIVED

FEB 03 1997

Department of Water Resources

January 31, 1997

L. Glen Saxton, Chief
Water Allocation Bureau

RE: License 63-03148

Dear Mr. Saxton:

I am writing you concerning my water right that you are currently maintaining in the Water Supply Bank. I presently have the property, to which the water right is attached, for sale. There are a couple of protective measures that I would like to accomplish in regard to the water right. I would like to keep the water right in the bank to protect against forfeiture for nonuse. But, I would also like to stop any further rental of the water right so as to offer the new owner, when one is established, as close to the full usage as possible. I anticipate the property will be sold within the next few months. If there is anyway possible to accomplish both of these objectives, it would be greatly appreciated. If it is not possible to do this, please let me know before anymore of the water right is rented so that I may explore other options.

Please advise me as soon as you can, as time is of the essence.

Sincerely,



Gordon Hiatt
9195 Maple Hill Dr.
Boise, Idaho 83709
208-376-7945



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

October 24, 1996

Gregory and Susan Duffy
5702 W. Hollilynn Drive
Boise, ID 83709

RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK - 1997 AND 1998

Dear Mr. Duffy:

Please find enclosed a fully executed Water Supply Bank Rental Agreement for your records. Also enclosed is a copy of the receipt for the rental in the amount of \$ 113.75 which you submitted to the department.

At a continuous rate diversion of 0.15 cfs of water from your well (24 hours per day), you would divert 17.5 AF of water in about 59 days.

If you have questions, please feel free to contact me or the department.

Sincerely,

L. GLEN SAXTON, Chief
Water Allocation Bureau

Encl: 2

c: IDWR - W. Region
Steve Lester
63-03148



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

October 24, 1996

DARLING INTERNATIONAL, INC.
c/o Dana Young
18305 South Cole Rd.
Kuna, ID 83634

RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK - 1997

Dear Mr. Young:

Please find enclosed a fully executed Water Supply Bank Rental Agreement for your records. Also enclosed is a copy of the receipt for the rental in the amount of \$ 747.50 which you submitted to the department.

At a continuous rate diversion of 1.96 cfs of water from your well (24 hours per day), you would divert 230 AF of water in about 59 days.

If you have questions, please feel free to contact me or the department.

Sincerely,

L. GLEN SAXTON, Chief
Water Allocation Bureau

Encl: 2

c: IDWR - W. Region
Steve Lester
63-03148



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

October 18, 1996

Greg and Susan Duffy
5702 W. Hollilynn Drive
Boise, ID 83709

RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK - 1997 and 1998

Dear Mr. and Mrs. Duffy:

Please find enclosed a partially completed Water Supply Bank Rental Agreement for 1997 and 1998. Upon your signature and return of the agreement together with the rental fee in the amount of \$113.75, the department will also sign the agreement and will return an executed copy to you.

Please return the agreement to my attention so I can expedite the processing of it. If you have questions, please feel free to contact me.

Sincerely,

L. GLEN SAXTON, Chief
Water Allocation Bureau

Encl: 1

c: IDWR - W. Region
Steve Lester
63-03148
Sherl Chapman

10/96

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board (Board) being authorized to operate a Water Supply Bank (bank) and to contract by and through the Director of the Idaho Department of Water Resources (Director) for rental of water from the bank agrees to rent water as follows:

1. Renter: Greg and Susan Duffy.
2. Address: 5702 W. Hollilynn Drive, Boise, ID 83709.
3. Source of water: Groundwater.
4. Volume of water rented: 1997 - 17.5 AF, Max rate: 0.15 cfs.
1998 - 17.5 AF, Max rate: 0.15 cfs.
5. Diversion period from March 15, 1997 to November 15, 1997.
March 15, 1998 to November 15, 1998.
6. Use of water: Irrigation.
7. a) Renter's point of diversion:

Legal description: NW1/4SW1/4 Section 8, T2N, R2E, B.M.

Pump HP: 5. Lift: 200 feet.

- b) Renter's place of use:

Legal description: NW1/4SW1/4 Section 8, T2N, R2E, B.M.
also known as lots 19 and 20, Block 1, Calderon Estates
Subdivision.

Total number of acres to be irrigated: 5.0

8. The right from which water will be rented is 63-03148.

The undersigned renter agrees to pay \$ 113.75 to the Board for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. Use of water is subject to all prior water rights.
2. Upon a determination of need by the department, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director.

3. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the place of use of the water shall revert to its original place of use and/or again be available to rent from the bank.

4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

5. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.

6. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.

7. If water is to be used for irrigation, the rate of diversion when combined with all other water rights for the same land shall not exceed 0.02 cfs for each acre of land.

8. This rental does not authorize the construction of a new well.

Dated this _____ day of _____, 199__.

Renter

I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this ____ day of _____, 199__.

KARL J. DREHER, Director
Idaho Department of Water Resources

11/92

Before the Idaho Water Resource Board

APPLICATION TO RENT WATER

FROM THE

WATER SUPPLY BANK

Should questions arise during
the processing of this applica-
tion please contact:

SHERL L. CHAPMAN
410 S. Orchard, Suite 144
Boise, ID 83705
344-6690

Applicant Greg and/or Susan Duffy Phone 362-3019

Address 5702 W. Hollilynn Drive, Boise, ID 83709

A. DESCRIPTION OF WATER SOUGHT FOR RENTAL

1. Source of water Ground water

which is tributary to N/A

2. Maximum volume of water sought 17.5 per year, total 35.0 AF.

3. Maximum rate of diversion 0.15 cfs.

B. DESCRIPTION OF USE PROPOSED

1. Nature of use Irrigation

2. Location of point of diversion NW 1/4 SW 1/4, Section
8, Twp 2N, Rge 2E, B.M. Ada County.

Additional points of diversion, if any: N/A

3. Season of use: From 3/15 to 11/15

4. Description of diverting works:

Pump HP 5 Lift 200± Pump type Submersible

Canal name, if appropriate N/A

5. Place of use:

a. If water is for irrigation, describe the number of acres
to be irrigated by 40 acre tract, section, township and
range.

Five (5) acres to be irrigated in the NWSW, Sec. 8, 2N, 2E, specifically
lots 19 and 20, Block 1, Calderon Estates Subdivision.

b. If water is not for irrigation, describe the nature of the intended use and the place of use.
N/A

6. Describe any other water rights used for the same purposes as the rental water sought under this application.

None

7. Who owns the property at the point of diversion?

Applicant

8. Who owns the property at the place of use?

Applicant

9. Are you seeking a rental for more than one (1) year? Yes.

If so, how many years? 2 years 20 months, Expiration date of 11/15/98

9. Remarks: It is my understanding that groundwater held under license #63-03148 is available for rental. The aquifer utilized for this right and my well are hydrologically connected.

10/2/96
Date

Diaz Duffley Susanm Duffley
Signature of applicant

FOR DEPARTMENT USE ONLY

Rec'd by VZ Date Oct 11, 1996 Time 1:00 P.M.

Published in N/A Pub. dates

Protests filed by

Hearing held by Date

Action recommended



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

September 18, 1996

DARLING INTERNATIONAL, INC.
c/o Dana Young
18305 South Cole Rd.
Kuna, ID 83634

RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK - 1997

Dear Mr. Young:

Please find enclosed a partially completed Water Supply Bank Rental Agreement for 1997. Upon your signature and return of the agreement together with the rental fee in the amount of \$747.50, the department will also sign the agreement and will return an executed copy to you.

Please return the agreement to my attention so I can expedite the processing of it. If you have questions, please feel free to contact me.

Sincerely,


L. GLEN SAXTON, Chief
Water Allocation Bureau

Encl: 1

c: IDWR - W. Region
Steve Lester
63-03148

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board (Board) being authorized to operate a Water Supply Bank (bank) and to contract by and through the Director of the Idaho Department of Water Resources (Director) for rental of water from the bank agrees to rent water as follows:

1. Renter: DARLING INTERNATIONAL INC.
2. Address: 18305 S. Cole Rd, Kuna, ID 83634.
3. Source of water: Groundwater.
4. Volume of water rented: 230 AF, Max rate: 1.96 cfs.
5. Diversion period from March 15, 1997 to November 15, 1997.
6. Use of water: Irrigation.
7. a) Renter's point of diversion:
Legal description: NESE Section 12, T1N, R1E, B.M., Ada Co.
Pump HP: 75 Lift: 260 feet. Type: Submersible
b) Renter's place of use:
Legal description: W1/2NE1/4 and 18 acres in SENE Section 12, T1N, R1E, B.M., Ada County.
Total number of acres to be irrigated: 98 maximum.
8. The right from which water will be rented is 63-03148.

The undersigned renter agrees to pay \$ 747.50 to the Board for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. Use of water is subject to all prior water rights.
2. Upon a determination of need by the department, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director.
3. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration

of this agreement, the place of use of the water shall revert to its original place of use and/or again be available to rent from the bank.

4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

5. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.

6. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.

7. If water is to be used for irrigation, the rate of diversion when combined with all other water rights for the same land shall not exceed 0.02 cfs for each acre of land.

Dated this _____ day of _____, 199__.

Renter

I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this ____ day of _____, 199__.

KARL J. DREHER, Director
Idaho Department of Water Resources

11/92

Before the Idaho Water Resource Board

APPLICATION TO RENT WATER

FROM THE

WATER SUPPLY BANK

RECEIVED
AUG 23 1996
Department of Water Resources

Applicant DARLING INTERNATIONAL INC. Phone 208-344-8318

Address 18305 South Cole Rd., Kuna, Idaho 83634

A. DESCRIPTION OF WATER SOUGHT FOR RENTAL

1. Source of water Ground Water

which is tributary to _____

2. Maximum volume of water sought 230 AF.

3. Maximum rate of diversion 1.96 cfs.

B. DESCRIPTION OF USE PROPOSED

1. Nature of use Irrigation

2. Location of point of diversion NE 1/4 SE 1/4, Section
12, Twp 1N, Rge 1E, B.M. Ada County.

Additional points of diversion, if any: _____

3. Season of use: From March 15, 1997 to November 15, 1997

4. Description of diverting works:

Pump HP 75 Lift 260 Pump type submersible

Canal name, if appropriate _____

5. Place of use:

a. If water is for irrigation, describe the number of acres to be irrigated by 40 acre tract, section, township and range.

W1/2 NE 1/4 and 18 acres in SE1/4 NE1/4 SEC 12 T1N R1E

BM Ada County

b. If water is not for irrigation, describe the nature of the intended use and the place of use.

6. Describe any other water rights used for the same purposes as the rental water sought under this application.

7. Who owns the property at the point of diversion?

Darling International Inc.

8. Who owns the property at the place of use?

Darling International Inc.

9. Are you seeking a rental for more than one (1) year? YES

If so, how many years? 4

9. Remarks: Darling International Inc. has applied for new water

rights on this property, but needs water for irrigation until permit
is granted.

8-22-96
Date

[Signature]
Signature of applicant

FOR DEPARTMENT USE ONLY

Rec'd by N/A Date 8-23-96 Time _____

Published in N/A Pub. dates N/A

Protests filed by N/A

Hearing held by N/A Date N/A

Action recommended _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

May 28, 1996

DARLING INTERNATIONAL, INC.
c/o Dana Young
18305 South Cole Rd.
Kuna, ID 83634

RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK - 1996

Dear Mr. Young:

Please find enclosed a fully executed Water Supply Bank Rental Agreement for your records. Also enclosed is a copy of the receipt for the rental in the amount of \$747.50 which you submitted to the department.

At a continuous rate diversion of 1.96 cfs of water from your well (24 hours per day), you would divert 230 AF of water in about 59 days.

If you have questions, please feel free to contact me or the department.

Sincerely,

L. GLEN SAXTON, Chief
Water Allocation Bureau

Encl: 2

c: IDWR - W. Region
Steve Lester
63-03148

MEMORANDUM

To: Debbie Allen
From: L. Glen Saxton
RE: WATER SUPPLY BANK RENTAL FEE
Date: May 28, 1996

The following information is provided in order that you can reimburse the owner of a water right which has been rented from the Water Supply Bank managed by the Water Resource Board. Attached is a copy of the receipt to the renter together with the following pertinent information.

Renter: Darling International, Inc.
Renter's address: 18305 South Cold Rd.
Amount of water rented: 230 Acre feet.
Date of rental: May 28, 1996.
Right or part of right rented: 63-03148.
Total rental amount (\$3.25 x 230 AF): \$747.50.
Return to owner (\$2.25 x 230 AF): \$517.50.
Owner of rented water right: Gordon Hiatt.

Please prepare a State Warrant in the amount of \$ 517.50 payable to Gordon Hiatt as follows:

Gordon Hiatt
9195 Maple Hill Dr.
Boise, Id 83709

Attachment: 1

c: Water right No. 63-03148



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

May 14, 1996

DARLING INTERNATIONAL, INC.
c/o Dana Young
18305 South Cole Rd.
Kuna, ID 83634

RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK - 1996

Dear Mr. Young:

Please find enclosed a partially completed Water Supply Bank Rental Agreement for 1996. Upon your signature and return of the agreement together with the rental fee in the amount of \$747.50, the department will also sign the agreement and will return an executed copy to you.

Please return the agreement to my attention so I can expedite the processing of it. If you have questions, please feel free to contact me.

Sincerely,

L. GLEN SAXTON, Chief
Water Allocation Bureau

Encl: 1

c: IDWR - W. Region
Steve Lester
63-03148



Dana Young

Transportation & Fleet Maintenance

P. O. Box 5485 • Boise, ID 83705

18305 So. Cole Road • Kuna, ID 83634

208-344-8318 • 800-322-3269 • 208-466-4604 • Fax: 208-343-8694

11/92

Before the Idaho Water Resource Board

APPLICATION TO RENT WATER

FROM THE

WATER SUPPLY BANK

MAY 1 1996

RECEIVED

MAY 13 1996

Department of Water Resources

Applicant DARLING INTERNATIONAL INC. Phone 208-344-8318

Address 18305 South Cole Rd., Kuna, Idaho 83634

A. DESCRIPTION OF WATER SOUGHT FOR RENTAL

1. Source of water Ground Water

which is tributary to _____

2. Maximum volume of water sought 230 AF.

3. Maximum rate of diversion 1.96 cfs.

B. DESCRIPTION OF USE PROPOSED

1. Nature of use Irrigation

2. Location of point of diversion NE 1/4 SE 1/4, Section
12, Twp 1N, Rge 1E, B.M. Ada County.

Additional points of diversion, if any: _____

3. Season of use: From March 15 to November 15

4. Description of diverting works:

Pump HP 75 Lift 260 Pump type submersible

Canal name, if appropriate _____

5. Place of use:

a. If water is for irrigation, describe the number of acres to be irrigated by 40 acre tract, section, township and range.

W1/2 NE 1/4 and 18 acres in SE1/4 NE1/4 SEC 12 T1N R1E

BM Ada County

- b. If water is not for irrigation, describe the nature of the intended use and the place of use.

6. Describe any other water rights used for the same purposes as the rental water sought under this application.

7. Who owns the property at the point of diversion?

Darling International Inc.

8. Who owns the property at the place of use?

Darling International Inc.

9. Are you seeking a rental for more than one (1) year? yes

If so, how many years? 4

9. Remarks: Darling International Inc. has applied for new water

rights on this property, but needs water for irrigation until permit
is granted.

Date

5-10-96

Signature of applicant

CC Jones

FOR DEPARTMENT USE ONLY

Rec'd by _____ Date _____ Time _____

Published in _____ Pub. dates _____

Protests filed by _____

Hearing held by _____ Date _____

Action recommended _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

February 15, 1996

The Legends Partnership
4545 E. Braddock Drive
Meridian, ID 83642

RE: WATER SUPPLY BANK RENTAL FOR 1996

Gentlemen:

Enclosed is an executed copy of a Water Supply Rental Agreement for 1996. The agreement authorizes the diversion of twenty-two (22) acre feet of ground water for the irrigation of 7 acres of land in section 28, T4N, R1E, B.M. during the 1996 irrigation season.

If you have questions, please feel free to contact the department.

Sincerely,

L. GLEN SAXTON, Chief
Water Allocation Bureau

Encl: 1

c: IDWR - W. Region

MEMORANDUM

To: Debbie Allen
From: L. Glen Saxton *LS*
RE: WATER SUPPLY BANK RENTAL FEE
Date: January 31, 1996

The following information is provided in order that you can reimburse the owner of a water right which has been rented from the Water Supply Bank managed by the Water Resource Board. Attached is a copy of the receipt to the renter together with the following pertinent information.

Renter: Ross Blattner.
Renter's address: 1304 Amber Place, Nampa, ID 83651.
Amount of water rented: 10 AF.
Date of rental: January 31, 1996.
Right or part of right rented: 63-03148.
Total rental amount (\$3.25 x 10 AF): \$32.50.
Return to owner (\$2.25 x 22 AF): \$22.50.
Owner of rented water right: Gordon Hiatt.

Please prepare a State Warrant in the amount of \$22.50 payable to Gordon Hiatt, 9195 Maple Hill Drive, Boise, ID 83706.

Attachment: 1

c: Water right No. 63-03148

RECEIPT
For Monies Paid
to the
Idaho Department of Water Resources

Receipt No: 0034704

Date: 1/31/1996
Time: 13:58:11

Received
From: BLATTNER, ROSS/CHARLENE

Type of Payment	Program Acct	Amount
WATER SUPPLY BANK RENTAL	55109 229 21 1205	22.50
WATER SUPPLY BANK RENTAL	55109 229 21 1205	3.25
WATER SUPPLY BANK RENTAL	13602 490 2 1205	6.75
CHECK 363	Total	\$ 32.50

Region: STATE

Signature: _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

**PHILIP E. BATT
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

January 22, 1996

Idaho Dept. of Law Enforcement
Attn: Robert L. Sobba
P.O. Box 700
700 Stratford Dr.
Meridian, ID 83642

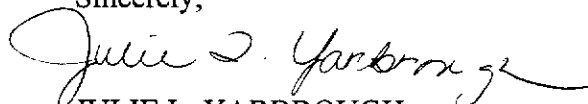
RE: Water Supply Rental Agreement - 1996

Dear Mr. Sobba:

I have enclosed an approved copy of your 1996 Water Supply Bank Rental Agreement along with Receipt No. C034620 in the amount of \$45.50.

If you have any questions regarding the enclosures, please contact me directly at (208)327-7953.

Sincerely,


JULIE L. YARBROUGH
Senior Secretary

Enclosures

cc: IDWR - Western Region



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

**PHILIP E. BATT
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

January 17, 1996

The Legends Partnership
Attn: Jim Amyx
2545 E. Braddock Dr.
Meridian, ID 83642

RE: Water Supply Bank Rental Agreement

Dear Mr. Amyx:

On November 16, 1995, I mailed you a Water Supply Bank Rental Agreement and requested that you date, sign and return the agreement to my attention as soon as possible. To date I have not received the agreement.

Please return the signed agreement to my attention within thirty (30) days to avoid any further delays in processing.

Sincerely,

JULIE L. YARBROUGH

Senior Secretary



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

December 22, 1995

Robert L. Sobba
P.O. Box 700
700 Stratford Drive
Meridian, ID 83642

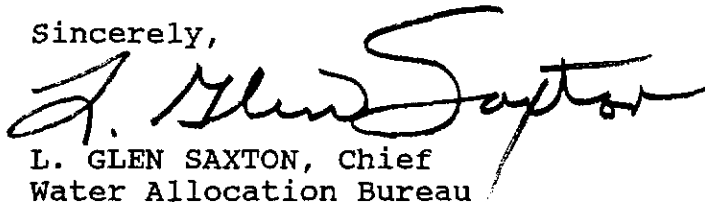
RE: WATER SUPPLY BANK RENTAL AGREEMENT - 1996

Dear Mr. Sobba:

Enclosed is a Water Supply Bank Rental Agreement which when signed and returned to this office with a rental fee of \$45.50 will authorized the Department of Law Enforcement to divert fourteen (14) acre feet of ground water during 1996 as described in the agreement. After receipt of the signed form, I will send you a conformed copy for your records.

If you have any questions, please feel free to call me at phone 327-7955 in Boise.

Sincerely,



L. GLEN SAXTON, Chief
Water Allocation Bureau

Encl: 1

c: IDWR - W. Region

11/92

Before the Idaho Water Resource Board

RECEIVED

DEC 21 1995

APPLICATION TO RENT WATER

Department of Water Resources

FROM THE

WATER SUPPLY BANK

Applicant Dept. of Law Enforcement Phone 884-7010

Address P. O. Box 700, 700 Stratford Drive, Meridian

A. DESCRIPTION OF WATER SOUGHT FOR RENTAL

1. Source of water groundwater

which is tributary to _____

2. Maximum volume of water sought 14 AF.

3. Maximum rate of diversion .16 cfs.

B. DESCRIPTION OF USE PROPOSED

1. Nature of use irrigation

2. Location of point of diversion SE 1/4 1/4, Section
18, Twp 3N, Rge 1E, B.M. Ada County.

Additional points of diversion, if any: None

3. Season of use: From March 1 to April 15
Oct. 15 Dec 1

4. Description of diverting works:

Pump HP 3 Lift 110 Pump type submersible

Canal name, if appropriate Nampa Meridian Irrigation District

5. Place of use:

a. If water is for irrigation, describe the number of acres
to be irrigated by 40 acre tract, section, township and
range.

2.5 acres



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

November 16, 1995

The Legends Partnership
Attn: Jim Amyx
4545 E Braddock Dr.
Meridian, ID 83642

RE: Water Supply Bank Rental Agreement

Dear Mr. Amyx:

I have enclosed the Water Supply Bank Rental Agreement along with the receipt for fees paid on November 6, 1995. Please date and sign the agreement on the lines hi-lighted and return it to this office as soon as possible. Please address your correspondence to my attention.

If you have any questions or if I can be of assistance, please contact me at 208-327-7953.

Sincerely,

JULIE L. YARBROUGH
Senior Secretary

Enclosures

MEMORANDUM

To: Debbie Allen
From: L. Glen Saxton 
RE: WATER SUPPLY BANK RENTAL FEE
Date: November 7, 1995

The following information is provided in order that you can reimburse the owner of a water right which has been rented from the Water Supply Bank managed by the Water Resource Board. Attached is a copy of the receipt to the renter together with the following pertinent information.

Renter: The Legends Partnership.

Renter's address: 4545 E. Braddock Dr, Boise, ID 83709.

Amount of water rented: 22 AF.

Date of rental: November 6, 1995.

Right or part of right rented: 63-03148.

Total rental amount (\$3.25 x 22 AF): \$71.50.

Return to owner (\$2.25 x 22 AF): \$49.50.

Owner of rented water right: Gordon Hiatt.

Please prepare a State Warrant in the amount of \$49.50 payable to Gordon Hiatt, 9195 Maple Hill Drive, Boise, ID 83706.

Attachment: 1

c: Water right No. 63-03148

RECEIPT
For Monies Paid
to the
Idaho Department of Water Resources

Receipt No: C033843

Date: 11/ 6/1995
Time: 13:26:12

Received
From: LEGENDS, THE

Type of Payment		Program A cct	Amount
WATER SUPPLY BANK	55109	229 21 1205	49.50
WATER SUPPLY BANK	55109	229 21 1205	7.15
WATER SUPPLY BANK	13602	490 2 1205	14.85
		Total	\$ 71.50

CHECK 1054

Region: STATE

Signature: J. Wyatt



RECEIVED
NOV 06 1995
Department of Water Resources

November 3, 1995

Mr. L. Glen Saxton
Idaho Department of Water Resources
1301 N. Orchard
Boise, Idaho 83706

Re: The Legends Subdivision

Dear Glen:

Enclosed for processing is the application to lease water from the water bank for The Legends Subdivision. I prepared this application after our meeting earlier this week. Also enclosed is a check for \$71.50 for lease of the water. This amounts to \$3.25 per acre foot of water requested.

If there is anything I have left out of the application or if there is additional information you might need, please don't hesitate to call me.

Sincerely,

BRIGGS ENGINEERING, Inc.

A handwritten signature in cursive script that reads "Stan McHutchison".

Stan McHutchison, P.E.

Enclosure: 1. Application
 2. Check for \$71.50
 3. Subdivision Plan
 4. Narrative

cc: Jim Amyx w/Enclosure

930927

THE LEGENDS SUBDIVISION

APPLICANT'S NARRATIVE

The Legends Subdivision will consist of the following at full development.

1. 105.7 Acres.
2. 16.2 Acres in common area.
3. 13.9 Acres in street right of way.
4. 262 Residential lots.
5. 4 Commercial lots.
6. Typical lot size is 10,500 square feet.
7. The net density is $266/105.7 = 2.5$ lots / acre.

The total acreage includes all common areas and streets.

The developer of The Legends Subdivision is required to install an irrigation delivery system to each lot within this subdivision. The most efficient way to do this is with a pressurized system. This subdivision has surface water rights from the Settlers Irrigation District which is sufficient to irrigate the entire subdivision during the normal irrigation season of April 15 to October 15. However, unlike agricultural irrigation needs, residential property often needs irrigation water before April 15 and after October 15. Peak residential irrigation requirements are 1/4" of water per day and occurs during July.

Several communities and irrigation district in the Boise Valley have ordinances or policies that require pressure irrigation for new residential subdivisions. The remaining communities, including the City of Boise, are considering ordinances requiring pressurized irrigation. Therefore it is very important to have a back-up source of water to supplement any surface water delivery during periods when there is no surface water available, such as during a drought or between October 15 and April 15. The applications submitted here are intended to provide that back-up.

Residential irrigation demand during October and March are about 27% of the demand during July. Therefore, it is reasonable to expect that irrigation usage between October 15 and April 15 would be less than 10% of the irrigation demand during the period from April 15 to October 15.

Two Applications For Permit to Appropriate the Public Waters of the State of Idaho for the times of the year when surface water is not available have been submitted for this project. The purpose of these are below:

Application #1 - Provides for supplemental irrigation water for the residential and commercial lots for times when there is insufficient surface water available. This application includes an existing well in the SE-SW-SW of Section 28, T 4N, R 1E as a second point of diversion. The existing well has an eight inch casing and is less than 100 feet deep. We have not found a well drillers log for this well.

Application #2 - Provides for supplemental irrigation water for the common area lots.

This application is being submitted because common area irrigation is not included in the water right in Application #1. However, please note that if the total common area is divided among the 262 residential lots, the average lot area is:

$$10,500 + \frac{(16.1 \times 43,560)}{262} = 13,177 \text{ square feet}$$

Which is still less than 1/2 acre. Also, each lot in the subdivision has equal ownership of the common areas.

The water being appropriated by these applications will be put to beneficial use immediately. These waters will not be stored in any manner for use at a later time.

We estimate that there will be 80 acres of irrigable land in this subdivision when fully developed. This translates to a seasonal use of 150 to 300 acre feet of water during a normal irrigation season. This is less than 1 Miners inch per acre. (The 150-300 acre feet includes surface water use.)

Enclosed is a map of the subdivision to aid the department in their review.

MEMORANDUM

To: Dave Tuthill
From: L. Glen Saxton *LS*
RE: RENTAL OF 50 AF FROM WATER SUPPLY BANK
Date: March 14, 1995

Attached is a copy of a Water Supply Bank Rental Agreement in which Ross Blattner has rented fifty (50) AF from the Board's Water Supply Bank for use during the 1995 irrigation season.

If you recall, Blattner is among the water users who drilled drought wells in 1992 but to whom the department did not issue a water right permit.

I think it is appropriate that the department field check this well this season if in the vicinity for other reasons, in order to determine whether the well is being used, how long the well has been used, acceptability of the measuring device, etc.

Other rentals from the bank for use during 1995 include the following:

- 200 AF - Boise Ranch Golf Course c/o Russ Isbell
- Well located in SWSE Section 33, T3N, R1E, B.M.
- 14 AF - Idaho Dept of Law Enforcement
- Well located in SE Section 18, T3N, R1E, B.M.

Attachment: Agreement

MEMORANDUM

To: Debbie Allen
From: L. Glen Saxton *W*
RE: WATER SUPPLY BANK RENTAL FEE
Date: March 14, 1995

The following information is provided in order that you can reimburse the owner of a water right which has been rented from the Water Supply Bank managed by the Idaho Water Resource Board. Attached is a copy of the receipt to the renter together with the following pertinent information.

Renter: Ross Blattner
Renter's address: 1304 Amber Place, Nampa
Amount of water rented: 50 A F
Date of rental: March 14, 1995
Right or part of right rented: 63-03148
Total rental amount (\$3.25 x AF): 162⁵⁰
Return to owner (\$2.25 x AF): 112⁵⁰
Owner of rented water right: Gordon Hiatt

Please prepare a State Warrant in the amount of \$ 112⁵⁰
payable to Gordon Hiatt, 9195 Maple Hill Dr., Boise, ID 83709.

Attachment: 1

c: Water right No. 63-03148

RECEIPT
For Monies Paid
to the
Idaho Department of Water Resources

Receipt No: 0002311

Date: 3/14/1995
Time: 11:02:40

Received
From: BLATTNER, ROSS/CHARLENE

Type of Payment	Program A cct	Amount
WATER SUPPLY BANK	55109 229 21 1205	112.50
WATER SUPPLY BANK	55109 229 21 1205	16.25
WATER SUPPLY BANK	13602 490 2 1205	33.75
CHECK 124	Total	\$ 162.50

Region: STATE

Signature: Ruby



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

March 13, 1995

Boise Ranch Golf Course, Inc.
c/o Russ Isbell
6501 S. Cloverdale Rd.
Boise, ID 83709

RE: WATER RENTED FROM THE WATER SUPPLY BANK FOR 1995

Dear Mr. Isbell:

The purpose of this letter is to confirm your rental of water from the Idaho Water Supply Bank for the 1995 irrigation season and to remind you of the requirements of one of the conditions of approval.

On September 2, 1994, you rented 80 AF of water for the remainder of the 1994 irrigation season and 200 AF for the 1995 irrigation season. The agreement you entered with the department, among other conditions, required that:

"Prior to diversion of water under this agreement, the renter shall provide measurement of the water diverted in a manner acceptable to the department."

The most common measuring device is a flow meter installed in the discharge line from the well which reads directly in acre feet (AF) or in cubic feet per second (cfs). If the measuring device reads in acre feet, the volume you have diverted can be read directly from the meter. If the meter reads a rate of flow such as cfs, you need to keep track of the hours during which the well is pumped. Using the hours and the rate of discharge, the volume can be calculated.

If you have questions concerning the measuring requirement, please feel free to contact the department. Thank you for your attention to this matter.

Sincerely,

L. GLEN SAXTON, Chief
Water Allocation Bureau

c: IDWR - W. Region



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

December 21, 1994

Mike Prentice
Idaho Dept. of Law Enforcement
700 S. Stratford Drive
Meridian, ID 83642

RE: Water Supply Bank Rental Agreement

Dear Mr. Prentice:

I have enclosed the Water Supply Bank Rental Agreement for the rental of water from Water Right No. 63-03148.

Please sign the agreement on page two (2) and return it to my attention along with a rental fee of \$45.50 payable to Water Resources.

If you have any questions, please contact me at (208)327-7953.

Sincerely,

A handwritten signature in cursive script that reads "Julie L. Yarbrough".

JULIE L. YARBROUGH
Senior Secretary

Enclosure

C: File

MEMORANDUM

To: Debbie Allen
From: L. Glen Saxton 
RE: WATER SUPPLY BANK RENTAL FEE
Date: September 7, 1994

On September 7, 1994, Boise Ranch Golf Course, Inc. rented 280 Acre Feet of water from the Board's Water Supply Bank at \$3.25 per AF and submitted a check in the amount of \$ 910 for the rental. The funds which have been receipted should be distributed as follows:

Return to the owner is \$2.25 (280 AF) = \$ 630

Deposit in the Water Administration Acct
per Water Bank Rule IDAPA 37.02.03035.01
(Water Supply Bank Rule 35.01) should be
0.10 (\$ 910)..... = 91

Remainder to Water Management Acct per
Water Supply Bank Rule 40.02 = 189

Total \$ 910

Please prepare a State Warrant in the amount of \$ 630 payable to Gordon Hiatt, 9195 Maple Hill Dr., Boise, ID 83709.

Attachment: 1

c: 63-03148

MEMORANDUM

TO: Glen Saxton

FROM: Dave Tuthill *DT*

DATE: August 26, 1994

RE: Request to Rent Water from the Water Supply Bank
in the Name of Boise Ranch Golf Course, Inc.

In your memorandum dated July 26, 1994, you requested a review and written recommendation for an application to rent a portion of water right no. 63-03148 from the water supply bank.

I note that the point of diversion of water right no. 63-03148 is within the SE1/4 NE1/4, Section 28, T2N, R1E, B.M., and the water is proposed to be moved to a diversion point located about 5 miles to the north within the SW1/4 SE1/4, Section 33, T3N, R1E, B.M. Based on the results of studies conducted by Dion (1972), Squires (1989), Baker (1993), and Graves (1994), we consider these two wells to be in a common aquifer. The 1994 study conducted by Graves found that in the 22 years since the Dion study, the drawdown at the well site in Section 33, T3N, R1E has been only about 5 feet. Thus, an additional proposed 3 year diversion in this location should not significantly impact other neighboring wells.

I understand that the proposed diversion has been advertised in The Statesman legal notices, and that no protests have been received, although the protest deadline is August 29, 1994.

Assuming that we do not receive any protests to the proposal, the opportunity for public comment in addition to the results of the ground water studies should provide adequate substantiation for approval of the rental for the three year period as proposed.

11/92

Before the Idaho Water Resource Board

APPLICATION TO RENT WATER

FROM THE

WATER SUPPLY BANK

Applicant Ross Blattner Phone 465-0359.

Address 1304 Amber Pl., Nampa, ID 83651.

A. DESCRIPTION OF WATER SOUGHT FOR RENTAL

1. Source of water Ground water
which is tributary to _____.

2. Maximum volume of water sought 60 AF.

3. Maximum rate of diversion 1.0 cfs.

B. DESCRIPTION OF USE PROPOSED

1. Nature of use Irrigation.

2. Location of point of diversion SW 1/4 SE 1/4, Section
31, Twp 2N, Rge 1W, B.M. Canyon County.

Additional points of diversion, if any: _____.

3. Season of use: From 8-15-94 to 9-30-94.

4. Description of diverting works:

Pump HP 66-23 Lift 200' Pump type EX5.

Canal name, if appropriate _____.

5. Place of use:

a. If water is for irrigation, describe the number of acres to be irrigated by 40 acre tract, section, township and range.

NESW(40ac), SESW(40ac), SWSE(34ac)
Section 31, T2N, R1W

b. If water is not for irrigation, describe the nature of the intended use and the place of use.

N/A.

6. Describe any other water rights used for the same purposes as the rental water sought under this application.

Boise-Kuna Irrig. Dist.

7. Who owns the property at the point of diversion?

Applicant

8. Who owns the property at the place of use?

Applicant

9. Are you seeking a rental for more than one (1) year? NO

If so, how many years? _____

9. Remarks: _____

Aug 4 1994
Date

X Ross B. Lattin
Signature of applicant

FOR DEPARTMENT USE ONLY

Rec'd by 8-4-94 Date WJA Time 9:52^A

Published in _____ Pub. dates _____

Protests filed by _____

Hearing held by _____ Date _____

Action recommended _____

July 27, 1994

Idaho Statesman
Attn: Linda Porter
Legal Advertising
P.O. Box 40
Boise, ID 83707

RE: Legal Publication

I have enclosed a legal advertisement to be published in your weekly paper for two (2) consecutive weeks beginning August 3, 1994.

Please send the affidavit of publication and charges directly to my attention.

Please contact me immediately at (208)327-7953 if publication cannot begin on the requested date or if you have any questions.

Sincerely,

JULIE L. YARBROUGH
Senior Secretary

Enclosures

NOTICE OF PROPOSED RENTAL OF WATER RIGHT NO. 63-03148

Notice is hereby given pursuant to Section 42-222, Idaho Code and Water Supply Bank Rule IDAPA 37.02.03030.02 that the Boise Ranch Golf Course, Inc. has submitted a request to the Idaho Water Resource Board to rent part of Water Right No. 63-03148 from the Water Supply Bank.

The proposed rental is requested for a three (3) year period and would divert 190 Acre Feet of ground water each year from an existing well located in the SW1/4SE1/4 Section 33, T3N, R1E, BM. for the irrigation of approximately 120 acres of land located in NE1/4 Section 4, T2N, R1E, BM.

The right was originally used for irrigation of 155 acres in Section 28, T2N, R1E, BM and was diverted from a well within the SE1/4NE1/4 Section 28, T2N, R1E, BM. The priority of the right is January 29, 1959.

Any protest against the proposed rental must be filed with the Idaho Department of Water Resources, 1301 N. Orchard St, Boise, ID 83720 on or before August 29, 1994.

R. KEITH HIGGINSON, Director

MEMORANDUM

To: Dave Tuthill
From: L. Glen Saxton 
RE: REQUEST TO RENT WATER FROM THE WATER SUPPLY BANK
Date: July 26, 1994

Attached is an application to rent all of water right no. 63-03148 from the Water Supply Bank. None of the right has been rented from the bank this year.

Please review the application to determine if there is an obvious reason not to rent the right to the applicant. A reason might be the non-interconnection of the ground water at the proposed new point of diversion with the ground water at the original point of diversion. Please make a written recommendation to me in connection with your review.

Based on your review and recommendation, I will make a report and recommendation to the Board to be considered at the next Board meeting on August 26, 1994 in Lewiston. Thanks.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

September 15, 1993

Gordon Hiatt
9195 Maple Hill Dr.
Boise, ID 83709

RE: LICENSE 63-03148

Dear Mr. Hiatt:

The department has reviewed your letter dated September 13, 1993, which you sent in response to the department's Notice to Resume Water Use.

The department will consider your letter as adequate response to the resumption of use notice and will maintain the water right in the Water Supply Bank (bank) operated by the Idaho Water Resource Board (Board). As you likely know, section 42-1764, Idaho Code, provides that a water right is not subject to forfeiture for nonuse while the right is in the bank.

Since the Board accepted the right into the bank by resolution, the Board would release the right from the Bank by resolution. Hence, if you wish in the future to remove the right from the bank, you would need to petition the Board for such a removal. The Board would then consider the request at their next scheduled meeting. If in the future, the Board releases the right from the bank, you will need to almost immediately apply the right to the authorized use to prevent forfeiture of the right through nonuse. This is the case since there has been a period of nonuse prior to the right being accepted into the bank by the Board.

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

Sincerely,

L. GLEN SAXTON, Chief
Water Allocation Bureau

c: IDWR - W. Region

SEP 28 1993

9-13-93

L. Glen Saxton, Chief
Water Allocation Bureau

RECEIVED

SEP 14 1993

Department of Water Resources

Dear Mr. Saxton:

I would like to authorize the Department of Water Resources to keep my Water Right, permit #63-03148, in the Water Supply Bank indefinitely. It is my understanding that I can cancel at any time. This would save me from having to renew the application each year.

Please advise me as I have until May 1, 1994 to establish beneficial use.

Thank-You,



Gordon Hiatt
9195 Maple Hill Dr.
Boise, Idaho 83709

Work 345-4545
Home 376-7945

P.S. Please note address change



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

September 3, 1993

Gordon Hiatt
398 Old Quarry Road
Boise, ID 83709

NOTICE TO RESUME WATER USE

Re: Permit No. 63-03148

Dear Permit Holder:

One of the conditions of approval of the application for Extension of Time to Avoid Forfeiture of a Water Right is that diversion and use of water be resumed on or before November 1, 1993. However, since that is the end of the irrigation season, the Department will allow until May 1, 1994 to resume use. Enclosed is a form, when submitted, will notify the department that you have again established beneficial use to the extent indicated on the form.

The Department is aware that you placed this water right in the water supply bank. However, Department records indicate that you did so for only one year. Therefore, the water right is not longer exempt from forfeiture for non-use.

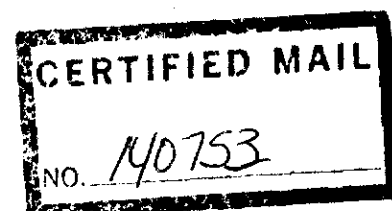
Failure to resume the use of water and to notify the department will be cause for the water to revert back to the state and again be available for appropriation.

If you have any questions or if I can be of any further assistance, please feel free to contact me.

Sincerely,

Karen L. Gustafson
Secretary/Records Manager

Enclosure





State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

October 27, 1992

Gordon Hiatt
398 Old Quarry Road
Boise, ID 83709

RE: APPLICATION TO LEASE LICENSE 63-3148 TO THE WATER SUPPLY BANK

Dear Mr. Hiatt:

At its regularly scheduled Board meeting held on October 23, 1992 in Idaho Falls, the Idaho Water Resource Board accepted the above referenced water right into the Water Supply Bank (bank). Enclosed for your information and records is a copy of the resolution accepting the right into the bank.

The department will announce the availability of the right to rent from the bank. Upon rental of part or all of the right, the department will collect and forward a rental payment to you. Please be aware of Water Supply Bank Rule 3,7,2. which provides that while the right is in the bank, you are not authorized to continue the diversion and use of the right.

You also should know that while the water right is in the bank, it is not subject to forfeiture for nonuse.

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

Sincerely,

L. GLEN SAXTON, Chief
Water Allocation Bureau

Encl: 1

RECEIVED
OCT 29 1992

10 1992

BEFORE THE IDAHO WATER RESOURCE BOARD
OF THE
STATE OF IDAHO

IN THE MATTER OF APPLICATION)
63-3148 TO LEASE WATER TO THE)
WATER SUPPLY BANK)
_____)

RESOLUTION

WHEREAS, Gordon Hiatt (Applicant) has submitted an application to place 3.01 cfs of water represented by License No. 63-3148 into the Water Supply Bank (bank) which is administered by the Idaho Water Resource Board (Board); and

WHEREAS, the Director of the Department of Water Resources (Director) has investigated the water right and the application to lease the right to the bank as required by Water Supply Bank Rule 3,3.; and

WHEREAS, the Director and the Board find that the requirements for leasing water to the bank have been met by the applicant;

NOW, THEREFORE, BE IT RESOLVED:

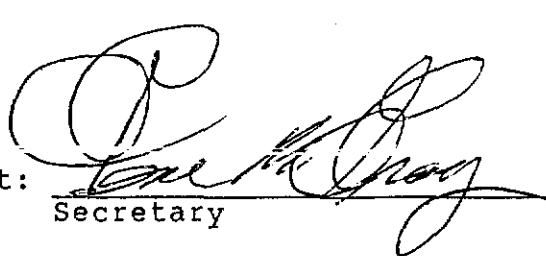
1. That the Board accept the right into the bank on a contingency basis with payment to be made to the lessor only upon rental of the right or portion thereof from the bank.

2. That in addition to other appropriate conditions of rental from the bank as determined by the Director, that the following shall apply to any rental of the right:

The rental rate paid by an applicant seeking water from the bank shall be in the amount of three dollars and twenty five cents (\$3.25) per acre foot and the payment to the owner shall be two dollars and twenty five cents (\$2.25) per acre foot rented. Ten percent (10%) of the funds received from a rental shall be credited to the Water Administration Account and the remainder of the funds shall be credited to the Water Management Account.

Adopted this 23rd day of OCTOBER, 1992.

Attest:


Secretary


Chairman

SEP 28 1993

RUSS ISBELL

President / Gen. Mgr.

BOISE RANCH



6501 S. Cloverdale Rd., Boise, ID 83709

Public Daily Fee
User Friendly Design

Bus. (208) 362-6501
Home (208) 362-6637

11/92

Before the Idaho Water Resource Board

APPLICATION TO RENT WATER

FROM THE

WATER SUPPLY BANK

Applicant Bors Ranch Golf Course Inc Phone 362-6501.
Address 6501 S. Cloverdale Ave.

A. DESCRIPTION OF WATER SOUGHT FOR RENTAL

1. Source of water Ground water
which is tributary to under WA
2. Maximum volume of water sought 697.5 AF.
3. Maximum rate of diversion 3.01 cfs.

B. DESCRIPTION OF USE PROPOSED

1. Nature of use Turf Irrigation
2. Location of point of diversion SW 1/4 SE 1/4, Section
33, Twp 3N, Rge 1E, B.M. Ada County.

Additional points of diversion, if any: _____

- Normal Irrigation Season
3. Season of use: From March 1st to Oct 1st

4. Description of diverting works:

Pump HP 25 Lift 200' Pump type Cent-Turbin.
Canal name, if appropriate NA

5. Place of use:

a. If water is for irrigation, describe the number of acres to be irrigated by 40 acre tract, section, township and range.

Lots 1+2 and S.W. 1/4 NE 1/4 and
SE 1/4 NE 1/4 Sect 4 T2N. R1E

b. If water is not for irrigation, describe the nature of the intended use and the place of use.

Turf Irrigation

6. Describe any other water rights used for the same purposes as the rental water sought under this application.

N. Y Canal 160 acres plus 100"
year on 60 acres from 10 miles creek

7. Who owns the property at the point of diversion?

Turf Co. Darwin McKay

8. Who owns the property at the place of use?

Boise Ranch Golf Course INC

9. Are you seeking a rental for more than one (1) year? yes

If so, how many years? min Three (3) to recover

9. Remarks: approx \$20,000 to set up
Mr. McKay's pumping system.

7-26-94
Date

[Signature]
Signature of applicant

FOR DEPARTMENT USE ONLY

Rec'd by WJ Date July 26, 1994 Time 1:40 P.M.

Published in _____ Pub. dates _____

Protests filed by _____

Hearing held by _____ Date _____

Action recommended _____

Water Supply Bank No. _____

RECEIVED

Water Right No. _____

SEP 24 1992

Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE
WATER SUPPLY BANK

Name of Seller/Lessor Gordon Hiatt Phone 208-376-7945

Post office address 398 Old Quarry Way Boise, Idaho 83709

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

a. Decree No. _____ Decreed to _____ (Name)
in case of _____ vs _____
dated _____ in _____ county of _____
(Name of court)

b. License No. 63-3148 (G-27748) Issued by the Idaho Department of Water Resources.

c. Permit No. _____ Issued by the Idaho Department of Water Resources.

2. Source of water Well tributary to _____

3. Date of priority 12-9-59

4. Water is used for the following purposes:

amount 3.01 CFS for Farming purposes from 1961 to Present
amount _____ for _____ purposes from _____ to _____
amount _____ for _____ purposes from _____ to _____
(month/day — both dates inclusive)

5. Total amount of water under right: a. 3.01 cubic feet per second
&/or
b. _____ acre feet per annum

6. Location of point of diversion is SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 28

Township 2N Range 1E, B.M. in Ada County

Additional points of diversion, if any _____

8 1993

7. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
2N	1E	28	40	40	40	40													160

Total number of acres to be irrigated 160

B. DESCRIPTION OF PORTION OF RIGHT FOR SALE OR LEASE (If the entire right is for sale or lease, omit part B.)

1. Amount of water: a. _____ cubic feet per second
&/or
b. _____ acre feet per annum
2. Point of diversion _____ ¼ _____ ¼, Section _____ Township _____
Range _____, B.M., _____ County
Additional points _____

3. Place of use:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

Total number of acres to be irrigated _____

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C. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE

1. Explain how the seller/lessor acquired the right, or portion thereof, and attach a copy of the deed to the land to which it is appurtenant or other evidence of ownership of the right.

Purchased under Contract of Sale

(copy attached)

2. Describe the frequency of water use under the right, or portion thereof, during the past 5 years. Attach water-master records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture:

Water has not been used in last 5 years. Previous owner filed

a beneficial use extension in October of 1987 that will expire

November 1, 1993.

3. Describe the relative availability of water to fill the right, or portion thereof. Attach evidence to support the availability:

The ground water is accessible through a well.

4. Describe any other water rights with the same purpose and place of use as the right, or portion thereof. Will the present place of use continue to receive water from any source? If so, describe.

No

5. If the water right is a permit, describe the work accomplished toward developing the right.

N/A

6. If the right to the use of the water or the use of the diversion works or irrigation system is represented by shares of stock in a company or corporation, or if such works or system is owned or managed by an irrigation district, a written consent of the sale or lease must be attached.

7. If the right is included in an ongoing adjudication, a copy of the claim must be provided with this application.

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8. Draw a map indicating the point of diversion and place of use of the right, or portion thereof. Show clearly the land involved by section, township and range.

[illegible]

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

SEP 28 1993

9. Remarks _____

D. SALE/LEASE AGREEMENT

1. The water right, or portion thereof, described above is offered to the Idaho Water Resource Board:

_____ For sale
☒ For lease for period from 1992 to 1993
(year) (year)
_____ As a gift to the State of Idaho.

2. The minimum payment acceptable to the Seller/Lessor is: (Include the method of determining the minimum payment)

Market Price

3. Payment contingent on subsequent sale or leasing of this right, or portion thereof, is:

☒ Acceptable _____ Not Acceptable

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer the sale or lease of this right to the Idaho Water Resource Board.

9-23-92 _____
(Date) (Signature of applicant)

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Preliminary check by _____

Watermaster recommendation requested on _____ Received _____

Recommended for _____ approval _____ denial by _____

SEP 28 1993

CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 15th day of April, 1992, by and between JOHN W. SELLARS, JR. and GLADYS M. SELLARS, husband and wife, whose address is 6300 South Cole Road, Boise, Idaho 83709, the Party of the First Part, hereinafter called the Seller, and GORDON HIATT and DANA HIATT, husband and wife, whose address is 398 Old Quarry Way, Boise, Idaho, Party of the Second Part, hereinafter called the Buyer:

W I T N E S S E T H :

The Seller, in consideration of the covenants and agreements on the part of the Buyer hereinafter contained, agree to sell and convey to the Buyer and the Buyer agrees to buy and pay for the following described real property:

NE $\frac{1}{4}$ of Sec. 28 T2N, R1E B.M. Ada County, Idaho; EXCEPT the parcels of land deeded to Ada County Highway District by Warranty Deed recorded April 18, 1974 as Instrument No. 882039, Official Records of Ada County, Idaho together with one peerless pump #191686 (10 inch discharge), one 75 H.P. G.E. electric motor #WTJ916126 and one electric panel and the water license appurtenant to the real property, to wit: Idaho Water License #G-27748.

IT IS FURTHER AGREED between the Parties hereto as follows, to-wit:

1. PURCHASE PRICE. The total purchase price of said real and personal property is Three Hundred Fourteen Thousand Dollars (\$314,000.00), which the Buyer agrees to pay as follows:

- a. Five Thousand Dollars (\$5,000.00) paid prior to the signing of this agreement, the receipt of which is hereby acknowledged; and
- b. Five Thousand Dollars (\$5,000.00) down payment upon the signing of this Contract, the receipt of which is hereby acknowledged; and
- c. Ten Thousand Dollars (\$10,000.00) principal plus interest accrued thereon from the date hereof at the rate of eight percent (8%) per annum six (6) months from the date of this agreement; and

SEP 28 1993

d. Ten Thousand Dollars (\$10,000.00) principal plus interest accrued thereon from the date hereof at the rate of eight percent (8%) per annum one (1) year from the date of this agreement.

e. The balance of Two Hundred Eighty-four Thousand Dollars (\$284,000.00), together with interest from the date hereof at the rate of eight percent (8%) per annum, is payable at the rate of Two Thousand One Hundred Ninety-two Dollars (\$2,192.00) per month commencing one (1) month from the date of this agreement and a like sum on the same day of each and every month thereafter until the full amount of all principal and interest has been paid.

All payments above shall be applied against the interest due and the balance upon principal, leaving a new principal balance after each payment. The Buyer is given the privilege of pre-paying any amounts or paying off the principal balance at any time.

2. TAXES. All real property taxes, assessments, levies and charges to which the property is, has been, or will be subject shall be prorated (based upon the 1991 taxes levied) between the Seller and Buyer as of the date hereof. Seller shall be responsible for and agrees to pay for such charges prior thereto, and Buyer shall be responsible for and agrees to pay for all such charges subsequent. All tax receipts are to be deposited with the escrow holder when paid. Seller reserves the right to pay any taxes in the event Buyer fails to do so, in which event if Buyer does not in turn reimburse Seller through the escrow account within 30 days of notice to such effect, this contract shall be in default.

3. TITLE INSURANCE. The Seller agrees to furnish to the Buyer a Title Insurance policy in the amount Three Hundred Fourteen Thousand Dollars (\$314,000.00) of which shall be deposited in escrow as hereinafter provided, and the Buyer shall have thirty (30) days from the delivery of a copy of said policy within which to have the same examined and to call to the attention of the Seller in writing any defects therein. Buyer's failure to call such defects to Seller's attention shall be conclusive proof that Buyer has accepted the title to said property. In case of any defects found by Buyer, the Seller shall have a reasonable time in which to correct the same. The expense of title insurance shall be borne by the Seller.

4. RECORDING AND LIENS. The Seller and Buyer agree that the Buyer may not, prior to full compliance with all terms hereof, record any documents which will disclose or infer any interest in the premises in Buyer. The Buyer and Seller further agree that they will not do anything to encumber the title to said property and that they will not allow any liens to be filed against said

property, and particularly liens for materials furnished and labor performed in making improvements thereon.

5. POSSESSION. It is understood and agreed that Buyer is to have possession on the date of this agreement, and Buyer is entitled to remain in possession thereof so long as there is no default of any of the terms and conditions of this contract. In case of a default of this contract occurring and a forfeiture being declared as hereinafter provided, then Buyer agrees to immediately surrender possession of said premises to Seller in as good condition as the same was received, depreciation for reasonable use and occupancy excepted. The Buyer agrees not to commit waste or destruction of said premises, nor shall Buyer allow anyone else to commit waste or destruction of said premises. Buyer agrees to keep improvements on said premises in good repair during the term of this contract. The Buyer further agrees not to use said premises nor allow the same to be used for any unlawful purposes.

6. INSPECTION. The Buyer agrees that the Seller or Seller's agent shall have the right to go upon the premises at reasonable intervals for the purpose of inspecting the same.

7. ESCROW AND DEEDS. Concurrent herewith the Seller shall execute a good and sufficient Warranty Deed and Bills of Sale, and the Buyer shall execute a Bargain and Sale Deed to Seller in case of default, as hereinafter provided. The said Deeds and Bills of Sale, together with the original of this contract and the original Title Insurance Policy shall be placed in escrow with Stewart Title Company, to act as such escrow holder under the terms and conditions of this contract. The Seller authorizes the said escrow holder to receive the payments due as set forth in this agreement and to credit the same upon this contract, including upon full payment of the purchase price, Seller authorizes said escrow holder to deliver to Buyer said Warranty Deed, Bills of Sale and Bargain and Sale Deed and such other papers as may herewith or hereinafter be deposited with the escrow holder. Should default of this contract occur or a forfeiture become effective, not cured within the time herein provided after notice of default, the escrow holder is authorized to deliver said Bargain and Sale Deed to Seller to be recorded, in order that any interest Buyer may have had in the subject property may be cleared of record. The recording of such Bargain and Sale Deed from Buyer to Seller shall be conclusive proof against the Buyer, and against Buyer's heirs, personal representatives, successors, and assigns, that Buyer has defaulted in performance of this contract and that all procedures set forth herein for sending of notice of default, rescission of this contract, and termination of Buyer's rights to continue the purchase and to continue in possession of the property, have been fully and completely complied with by Seller, it being recognized and agreed that if Buyer claims any defect in such notice of default or procedures, or if Buyer claims any equitable interest in the subject property Buyer shall and must commence legal action to

assert such claims, if any, prior to the expiration of the time herein provided for correcting defaults and delivery of said Bargain and Sale Deed by the escrow holder after notice of default is given as herein provided, and unless such action is commenced within such period of time, all such claims are waived by Buyer.

8. PARTIAL RELEASE OF PROPERTY. When the principal balance owing upon this contract has been reduced to One Hundred Fifty-seven Thousand Dollars (\$157,000.00) or less the Buyer may obtain a release of the west one-half ($\frac{1}{2}$) of said property containing 78.5 acres more or less. To accomplish the same, a Warranty Deed to said west one-half ($\frac{1}{2}$) of the property shall be deposited in escrow together with the documents described in paragraph 7 above and the escrow holder shall hold said partial Warranty Deed in escrow together with all other documents described in paragraph 7 and handle said partial Warranty Deed as described in paragraph 7 except that the escrow holder is authorized and directed to release the Warranty Deed to the west one-half ($\frac{1}{2}$) of the real property to the Buyer when the principal balance due upon this contract is reduced to a balance of One Hundred Fifty-seven Thousand Dollars (\$157,000.00) or less.

9. WATER RIGHTS. The water rights evidenced by Idaho State Water License No. G-27748 appurtenant to the property sold herein are included with the purchase price. Said water rights and said water license shall be transferred only upon the full payment of all principal and interest owing on this contract except as provided in paragraph 10 below. While this contract is in effect and while the same is not in default, the water rights and water license appurtenant to the real property may be used by the Buyer.

It is specifically understood and agreed by and between the parties hereto that the water rights to said real property have not been exercised in a number of years. It is understood and agreed that the water rights to said real property will expire unless the water rights to said property are exercised. The Buyer assumes the responsibility and specifically agrees to investigate the requirements which must be met to maintain the water license and agrees to meet said requirements and apply said water to a beneficial use within the time required to preserve said water rights and said water license.

10. PARTIAL RELEASE OF WATER RIGHTS. It is specifically understood and agreed that upon partial release as described in paragraph 8 above, the Buyer shall obtain the water rights to said west one-half ($\frac{1}{2}$) of the property. To accomplish the same an Assignment of one-half ($\frac{1}{2}$) of the water rights and one-half ($\frac{1}{2}$) of the rights evidenced by State Water License #G-27748 shall be deposited in escrow, together with the documents described in paragraph 7 above, and the escrow holder shall hold said partial Assignment of Water Rights in escrow, together with all of the documents described in paragraph 7 and handle said partial

Assignment of Water Rights as described in paragraph 7, except that the escrow holder is authorized and directed to release the partial water rights to the west one-half ($\frac{1}{2}$) of the real property to the Buyer when the principal balance due upon this contract is reduced to a balance of One Hundred Fifty-seven Thousand Dollars (\$157,000.00) or less. Provided, however, that upon release of the water rights to said west one-half ($\frac{1}{2}$) of the property as allowed by paragraph 8 above, the Buyer and their successors and assigns shall be responsible for a pro rata share of the cost of maintaining, repairing and operating the well, pump and electric panel located at the point of diversion based on the pro rata share of water actually used. If the Buyer and their successors and assigns use one hundred percent (100%) of the water drawn from said well, then the Buyer and their successors and assigns shall be responsible for one hundred percent (100%) of said expenses. It is further agreed that the requirements of this paragraph 10 shall continue permanently and shall continue even after a default occurs on dry portion of the purchase price remaining on the east one-half ($\frac{1}{2}$) of said property.

11. WELL AND PERSONAL PROPERTY. It is understood and agreed that there exists a well upon the property. To operate said well there exists a peerless pump #191686 and a 75 H.P. G.E. electric motor #WTJ916126 and an electric panel. It is understood and agreed that said well has not been used for approximately eight (8) years and that no warranty, express or implied) is made regarding the well, the pump, the electric motor or the electric panel. The Buyer accepts the same as is.

The Buyer agrees to execute a Security Agreement and UCC 1 form which will cover the pump, electric motor and electric panel providing a security interest in said personal property to the Seller.

12. TIME FOR PAYMENT. Time and prompt performance of each and every obligation of the Buyer is agreed to be of the essence of this contract, and should the Buyer fail or neglect to make any payment of principal, taxes, interest and assessments or insurance premium when due and before the same become delinquent or fail or neglect to carry out any of the other terms and conditions of this contract to be performed by them in this contract, then this contract shall be in default; and upon a default occurring, the Seller or Seller's authorized agent may cause to be prepared a written Notice of such default in duplicate, addressed to Buyer, calling Buyer's attention to the matters then in default or on account of which a breach is claimed. Said Notice shall be delivered to the escrow holder, who will then mail one copy thereof by certified mail to the Buyer at the address last provided by the Buyer to the escrow holder. The Buyer shall have forty five (45) days from the mailing of said Notice within which to make good any matters in default or in which a breach is claimed, or to disprove the same as set forth above. The cost of preparing any such Notice

shall be added to the unpaid balance then on the contract and become payable with the next monthly installment and be in addition to said amount.

13. FORFEITURE. In the event that Buyer fails or neglects to make good any matters which are in default within the time hereinbefore provided, then the Seller may without further notice declare this contract forfeited; and upon a forfeiture being declared, Seller shall have the right to immediate possession of said real property, and Buyer agrees to immediately surrender possession of the said real property to Seller in as good condition as the same was received, depreciation from reasonable use and occupancy excepted. Further, all money theretofore paid by Buyer to Seller may be kept and retained by Seller to apply to damages for the breach of this agreement or for the value of the use and occupancy of the premises prior to breach. But no provision contained in this contract shall be construed as an election of any remedy which the Seller might have for a breach hereof.

14. ACCEPTANCE OF TERMS AND PROVISIONS. In reaching agreement as to the foregoing provisions for notice of default, rescission by Seller, repossession of the premises, and liquidated damages, the parties acknowledge that they are now and have been in relatively equal bargaining positions, and have expressly considered the relative advantages and disadvantages of such provisions to each party as compared with procedures for foreclosure under a mortgage or deed of trust in event of default by Buyer, and that the parties have nevertheless agreed to be bound by the provisions set forth in this contract. The parties further agree that in event of default by Buyer, it would be difficult to ascertain the exact money damages suffered by Seller, and that the provisions for liquidated damages above set forth have been agreed upon as bearing a reasonable relationship to Seller's damages, and in the opinion of the parties such liquidated damages would not constitute a penalty or inequitable forfeiture upon Buyer in event of a default by Buyer which is not corrected within the time provided.

15. INSTALLMENT ACCEPTANCE. It is further expressly understood and agreed that acceptance by Seller of any installment of the principal or interest or of repayment of any taxes or insurance premium after the same may have been past due or after Buyer may have defaulted under this contract in any particular whatever, or any forbearance of any kind that may be granted or allowed by Seller to Buyer under this contract shall not in any manner or in any wise be deemed or construed or considered as waiving or surrendering of any of the terms, conditions or covenants of this agreement or of any subsequent default that may be made by Buyer.

16. LITIGATION. In the event that any party to this agreement is required to initiate litigation in order to enforce

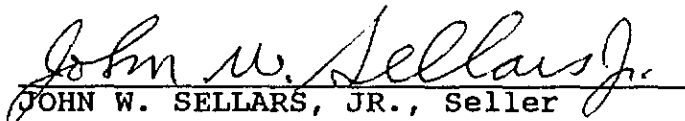
the terms hereof, the prevailing party in any such litigation shall be entitled to a reasonable attorney's fees for the prosecution or defense of said action in addition to any other award or relief of any kind, either legal or equitable, which may be granted.

17. SUCCESSORS. This agreement shall be binding upon the heirs, administrators, executors, successors or assigns of the respective parties hereto.

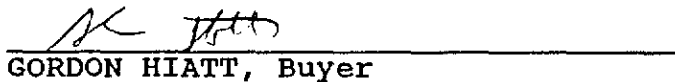
18. WARRANTIES AND LIMITATIONS. Buyer represents that he has thoroughly inspected the premises and all parts thereof and accepts the same as they presently exist and there are no warranties express or implied except as otherwise specified herein. Seller does, however, warrant that the current use of the premises is lawful under current zoning ordinances; provided however, that this warranty shall not extend to changes of use of the premises by the Buyer.

19. ATTORNEY REPRESENTATION. Each of the parties hereto have had the opportunity to have counsel represent them in this matter and the preparers of this document, Risch, Goss, Insinger & Salladay, Attorneys at Law, represent the Seller herein only and have made no representations and in no way have acted on behalf of the Buyer.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands, the day and year first above-written; the original of this contract acknowledged by the Seller to be placed with the escrow holder and Seller and Buyer each to have a copy.


JOHN W. SELLARS, JR., Seller


GLADYS M. SELLARS, Seller

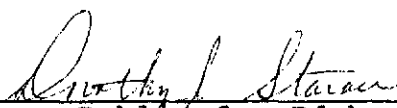

GORDON HIATT, Buyer


DANA HIATT, Buyer

STATE OF IDAHO)
 :ss.
County of Ada)

On this 15th day of April, 1992, before me, the undersigned a Notary Public in and for the State of Idaho, personally appeared JOHN W. SELLARS, JR. and GLADYS M. SELLARS, husband and wife, known 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 first above written.

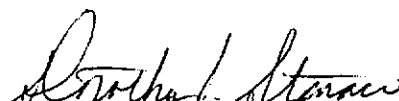


Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 1-27-97

STATE OF IDAHO)
 :ss.
County of Ada)

On this 15th day of April, 1992, before me, the undersigned a Notary Public in and for the State of Idaho, personally appeared GORDON HIATT and DANA HIATT, husband and wife, known 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 first above written.



Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 1-27-97

Cur Jan

WARRANTY DEED

For Value Received, JOHN W. SELLARS, JR. and GLADYS M. SELLARS, the Grantors, do hereby grant, bargain, sell and convey unto GORDON HIATT and DANA HIATT, the Grantees, whose address is 398 Old Quarry Way Boise, Idaho 83709, the following premises, to-wit:

NE $\frac{1}{4}$ of Sec. 28 T2N, R1E B.M. Ada County, Idaho; EXCEPT the parcels of land deeded to Ada County Highway District by Warranty Deed recorded April 18, 1974 as Instrument No. 882039, Official Records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs, and assigns forever. And the said Grantors do hereby covenant to and with said Grantees that they are the owners in fee simple of said premises; that said premises are free from all incumbrance except those existing now on the property and those of record; and, that they will warrant and defend the same from all lawful claims whatsoever.

DATED This 15th day of April, 1992.

John W. Sellars Jr.
JOHN W. SELLARS, JR.

Gladys M. Sellars
GLADYS M. SELLARS

STATE OF IDAHO)
 : ss.
County of Ada)

On this 15th day of April, 1992, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared JOHN W. SELLARS and GLADYS M. SELLARS, husband and wife, known 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 first above written.

Dorothy A. Starnes
Notary Public for Idaho
Residing at Boise, Idaho

[Faint circular notary seal]
SEP 25 1993

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, JOHN W. SELLARS, JR. and GLADYS M. SELLARS, Sellers, for valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, sell, transfer and deliver unto GORDON HIATT and DANA HIATT, Buyers, personal property to wit:

one (1) peerless pump #191686 (10 inch discharge); one (1) 75 H.P. G.E. electric motor #WTJ916126; and one (1) electric panel

TO HAVE AND TO HOLD all and singular the goods and chattels to them and their executors, administrators and assigns to, their own use and behalf forever.

AND WE HEREBY COVENANT with the Buyers that the Sellers are the lawful owners of said property, and that Sellers have good right to sell the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Sellers have executed this Bill of Sale this 15th day of APRIL, 1992.

John W. Sellars Jr.
JOHN W. SELLARS, JR., Seller

Gladys M. Sellars
GLADYS M. SELLARS, Seller

STATE OF IDAHO)
 : ss.
County of Ada)

On this 15th day of April, 1992, before me, the undersigned a Notary Public in and for the State of Idaho, personally appeared JOHN W. SELLARS, JR. and GLADYS M. SELLARS, husband and wife, known 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 first above written.

Dorothy J. Starnes
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 1-27-97

CLP 28 1993

an db

ASSIGNMENT OF WATER RIGHTS

For value received, the receipt of which is hereby acknowledged, JOHN W. SELLARS, JR. and GLADYS M. SELLARS, Assignors do hereby sell, assign and convey all the water rights to the NE $\frac{1}{4}$ of Sec. 28 T2N, R1E, B.M., Ada County, Idaho; EXCEPT the parcels of land deeded to Ada County Highway District by Warranty Deed recorded April 18, 1974 as Instrument No. 882039, Official Records of Ada County, Idaho, together with Idaho Water License No. G-27748 to GORDON HIATT and DANA HIATT, Assignees.

DATED This 15th day of April, 1992.

John W. Sellars Jr.
JOHN W. SELLARS, JR., Assignor

Gladys M. Sellars
GLADYS M. SELLARS, Assignor

SEP 28 1993

PARTIAL ASSIGNMENT OF WATER RIGHTS

For value received, the receipt of which is hereby acknowledged, JOHN W. SELLARS, JR. and GLADYS M. SELLARS, Assignors do hereby sell, assign and convey all the water rights to the west one-half (1/2) of NE1/4 of Sec. 28 T2N, R1E, B.M., Ada County, Idaho, and one-half (1/2) of the water rights evidenced by Idaho State Water License #G-27748 for the west one-half (1/2) of said real property to GORDON HIATT and DANA HIATT, assignees. Provided however that the assignees and their successors and assigns shall be responsible for a pro rata share of the cost of maintaining, repairing and operating the well, pump and electric panel located at the point of diversion based on the pro rata share of water actually used. If the Assigner and their successors and assigns use one hundred percent (100%) of the water drawn from said well, then the Assigners and their successors and assigns shall be responsible for one hundred percent (100%) of said expenses.

DATED This 15th day of April, 1992

John W. Sellars Jr.
JOHN W. SELLARS, JR., Assignor

Gladys M. Sellars
GLADYS M. SELLARS, Assignor

SEP 28 1993

WARRANTY DEED

JS. 3/28
For Value Received, JOHN W. SELLARS, JR. and GLADYS M. SELLARS, the Grantors, do hereby grant, bargain, sell and convey unto GORDON HIATT and DANA HIATT, the Grantees, whose address is 398 Old Quarry Way Boise, Idaho 83709, the following premises, to-wit:

in JS. 3/28
WEST ONE-HALF (½) NE¼ of Sec. 28 T2N, R1E B.M. Ada County, Idaho; EXCEPT the parcels of land deeded to Ada County Highway District by Warranty Deed recorded April 18, 1974 as Instrument No. 882039, Official Records of Ada County, Idaho.

AND ONE-HALF OF THE WATER RIGHTS EVIDENCED BY IDAHO STATE WATER LICENSE #G-27748 FOR THE WEST ONE-HALF OF SAID REAL PROPERTY.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs, and assigns forever. And the said Grantors do hereby covenant to and with said Grantees that they are the owners in fee simple of said premises; that said premises are free from all incumbrance except those existing now on the property and those of record; and, that they will warrant and defend the same from all lawful claims whatsoever.

DATED This 15th day of April, 1992.

John W. Sellars Jr.
JOHN W. SELLARS, JR.

Gladys M. Sellars
GLADYS M. SELLARS

STATE OF IDAHO)
 : ss.
County of Ada)

On this 15th day of April, 1992, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared JOHN W. SELLARS and GLADYS M. SELLARS, husband and wife, known 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 first above written.

Dorothy J. Horne
Notary Public for Idaho
Residing at Boise, Idaho

Commission expires 1-27-97

SECURITY AGREEMENT COVERING CONSUMER GOODS, FIXTURES,
OR EQUIPMENT INCLUDING FARM EQUIPMENT
(May Be Used for Motor Vehicles)

APRIL , 1992
(Date)

1. GORDON HIATT AND DANA HIATT, HUSBAND AND WIFE,
(Name)

398 OLD QUARRY WAY
(No. and Street)

BOISE
(City)

ADA
(County)

IDAHO
(State)

(hereinafter called "Debtor") hereby grants to JOHN W. SELLARS, JR. AND GLADYS M. SELLARS (hereinafter called "Secured Party"),

THEIR successors and assigns, a security interest in the following goods together with all replacements thereof and accessories, parts, additions and accessions now or hereafter affixed or used in connection therewith (hereinafter called the "Collateral"):

(Insert full description of Collateral; include identifying data for motor vehicles in space provided)

New or Used	Year Model	No. Cyl.	Make-Trade Name	Type of Body If Truck Give Tonnage	Model Number or Series	Manufacturer's Serial Number	Motor No.

ONE (1) PEERLESS PUMP #191686 (10 INCH DISCHARGE);
ONE (1) 75 H.P. G.E. ELECTRIC MOTOR #WTJ916126; AND
ONE (1) ELECTRIC PANEL

for as described on exhibits attached hereto.

2. The security interest granted hereby is to secure payment and performance of the liabilities and obligations of Debtor to Secured Party of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising (all hereinafter called "obligations").

3. DEBTOR HEREBY WARRANTS AND COVENANTS:

3.01 TITLE. Debtor is competent to enter into this Agreement and is now or, by using the proceeds of loans by the Secured Party, will become the owner of the Collateral free from any adverse lien, security interest or encumbrance.

3.02 USE. The Collateral is bought or used primarily for

☐ Personal, family or household purposes

(Check one) ☒ Farming operations

☐ Business use

and if checked here ☒, is being acquired with the proceeds of loans by Secured Party to Debtor.

3.03 LOCATION OF COLLATERAL. The Collateral will be located in

ADA

County,

Debtor will not remove the Collateral from said state without the written consent of Secured Party.

3.04 RESIDENCY. Debtor resides or maintains his chief place of business if not an individual in the county set forth above, unless some other county is indicated here:

County,

3.05 FIXTURES. If checked here ☒, the Collateral is to be or has been attached to real estate. Except as otherwise indicated, the parties intend that said Collateral shall always remain personal property. A legal description of the real estate is as follows:

NE $\frac{1}{4}$ OF SEC. 28 T2N, R1E B.M. ADA COUNTY, IDAHO

or as described on exhibits attached hereto, and the name of the record

owner is JOHN W. SELLARS, JR. AND GLADYS M. SELLARS

THE TERMS AND CONDITIONS APPEARING ON THE BACK HEREOF ARE PART OF THIS SECURITY AGREEMENT

Signed and delivered to Secured Party on the day and year first above written.

GORDON HIATT

DANA HIATT

**STATE OF IDAHO - STATEMENT OF CONTINUATION,
AMENDMENT, ETC. - FORM UCC-3**

Filing Office Use Only

Instructions:

1. PLEASE TYPE THIS FORM IN BLACK
2. Enclose filing fee of \$6.00 if form is typed, or \$10.00 if not typed. For attachments, add \$1.00 per printed page.
3. File only the original. Make copies for your file. The original will be returned as your acknowledgment.
4. Enter only one debtor's name or assumed name per debtor block exactly as it is to be indexed. If more than four names, use an attached sheet. Enter individual debtor names: Last, First Middle Title; e.g. Smith, John Alan Jr.
5. Be sure to correctly enter the UCC-1 Financing Statement number assigned by the filing officer.
6. One or more transactions may be made by a UCC-3. Check the appropriate boxes.

Form approved by Pete T. Cenarrusa, Secretary of State, UCC Division, Statehouse, Boise, ID 83720. Ph 208-334-3191.

Debtor #1 (Last name, first, middle, title & mailing address) HIATT, GORDON 398 Old Quarry Way Boise, Idaho 83709	Debtor #3
Debtor #2 HIATT, DANA 398 Old Quarry Way Boise, Idaho 83709	Debtor #4

Name and Address of Secured Party or Assignee of Record JOHN W. SELLARS, JR. GLADYS M. SELLARS 6300 South Cole Road Boise, Idaho 83709	This statement refers to UCC-1 financing statement No. _____ filed on _____, 19 ____
Mailing Address for acknowledgement, if not Secured Party	☐ CONTINUATION. The original financing statement bearing file number shown above is still effective. ☒ TERMINATION. Secured party no longer claims a security interest under the financing statement bearing file number shown above. ☐ ASSIGNMENT. The secured party's right under the financing statement bearing file number shown above has been assigned to the assignee shown below. ☐ AMENDMENT. Financing statement bearing file number shown above is amended as set forth below. ☐ RELEASE. Secured party releases the collateral described below from the financing statement bearing the file number shown above.

Amendment or release information:

Assignee of secured party and address:

Signature(s) of debtor(s) (Required for all amendments except change of Secured Party name or address, change of debtor address, or notice of subordination)

Filing Office Use Only

Signature of Secured Party or Assignee of Record

John W. Sellars Jr.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

September 30, 1992

Gordon Hiatt
398 Old Quarry Way
Boise, ID 83709

RE: APPLICATION TO LEASE LICENSE 63-3148 TO THE WATER SUPPLY BANK

Dear Mr. Hiatt:

The department has received the above referenced application to place water right no. 63-3148 in the Water Supply Bank operated by the Idaho Water Resource Board.

Department staff will present your application to the Board at the next regularly scheduled Board meeting in late October and will advise you of Board action on the application.

If you have questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink. The signature is written in a cursive style. The first part of the signature is 'L. Glen' and the last part is 'Saxton'. The signature is written over the typed name and title.

L. GLEN SAXTON, Chief
Water Allocation Bureau

c: IDWR - W. Region

SEP 28 1993

STAFF ANALYSIS SHEET
APPLICATION TO WATER SUPPLY BANK

63-3148

Water right identification number.

☒ Evidence to show that the right is recorded.

☒ Proof of ownership of the right.

☒ Evidence to show that the right has not been abandoned or forfeited.

☒ Evidence to demonstrate relative availability of water.

☒ N/A Written consent of company, corporation or irrigation district if applicable.

☒ Rental rate provided.

☒ Application not contrary to the state water plan.

☒ Application is in the local public interest.

☒ ~~Purchase proposal.~~

☒ ~~or~~ Rental proposal.

☒ Rent on a contingency basis.

Other basis. Describe _____

Board authorize director to announce the availability of the water.

Announcement of water availability drafted.

- Must contain a date by which applications must be submitted.

- Can conduct a lottery or auction if applications exceed amount available.

Note: - 10% of the gross amount received from the sale or rental of a water right shall be credited to the Water Administration account.

- Any funds in excess of the compensation to the owner and of the 10% charge above, shall be credited to the Water Management Account.

Reviewed by MA Date 9-30-92

BEFORE THE IDAHO WATER RESOURCE BOARD

OF THE

STATE OF IDAHO

IN THE MATTER OF APPLICATION)
63-3148 TO LEASE WATER TO THE)
WATER SUPPLY BANK)
_____)

RESOLUTION

WHEREAS, Gordon Hiatt (Applicant) has submitted an application to place 3.01 cfs of water represented by License No. 63-3148 into the Water Supply Bank (bank) which is administered by the Idaho Water Resource Board (Board); and

WHEREAS, the Director of the Department of Water Resources (Director) has investigated the water right and the application to lease the right to the bank as required by Water Supply Bank Rule 3,3.; and

WHEREAS, the Director and the Board find that the requirements for leasing water to the bank have been met by the applicant;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Board accept the right into the bank on a contingency basis with payment to be made to the lessor only upon rental of the right or portion thereof from the bank.

2. That in addition to other appropriate conditions of rental from the bank as determined by the Director, that the following shall apply to any rental of the right:

The rental rate paid by an applicant seeking water from the bank shall be in the amount of three dollars and twenty five cents (\$3.25) per acre foot and the payment to the owner shall be two dollars and twenty five cents (\$2.25) per acre foot rented. Ten percent (10%) of the funds received from a rental shall be credited to the Water Administration Account and the remainder of the funds shall be credited to the Water Management Account.

Adopted this _____ day of _____, 1992.

Chairman

Attest:

Secretary

SEP 08 1993

MEMORANDUM

To: Water Bank Application File 63-3148

From: L. Glen Saxton *MS*

RE: ANALYSIS OF APPLICATION 63-3148 TO LEASE A WATER RIGHT TO
THE WATER SUPPLY BANK - (GORDON HIATT)

Date: September 30, 1992

On September 24, 1992, Gordon Hiatt (applicant) submitted an application to the department to lease water right no. 63-3148 to the Water Supply Bank operated by the Water Resource Board.

Water Supply Bank Rules 3.2, 3.3 and 3.5 require:

- The submittal of certain information to accompany an application to place water in the Board's Water Supply Bank.
- That the Director review the application and brief the Board on its merits, and
- The Board to consider certain matters before accepting an application into the bank.

RULE 3.2 REVIEW

- The right is represented by a license issued for the diversion of 3.01 cfs from a well for the irrigation of 155 acres near Kuna, Idaho.
- The priority of use is January 29, 1959.
- The applicant purchased the water right from the prior owner.
- Ground water is available for the 1959 priority.

RULE 3.5 REVIEW

- Information available does not indicate that the right has been abandoned or forfeited. The department has approved an Application for Extension of Time to Avoid Forfeiture of a Water Right with a condition requiring resumption of use on or before November 1, 1993.
- The offering rental rate is the market price.

MEMO - Pg 1

RECEIVED
SEP 28 1993

- The application is not contrary to the state water plan.
- The application is in the local public interest.
- The probability of renting the right from the bank is very likely if the drought continues another year.

RECOMMENDATION

- The Board should accept the right into the bank.
- The acquisition should be on a contingency basis with payment to the lessor only if the right or part thereof is rented from the bank.

SEP 28 1993



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

CECIL D. ANDRUS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

October 28, 1987

RE: Water Right No. 63-3148

John W. Sellars, Jr. &/or Gladys Sellars
6300 S. Cole Rd.
Boise, ID 83709

Dear Mr. and Mrs. Sellars:

Enclosed is a copy of your approved Application for Extension of Time to Avoid Forfeiture. Please note that beneficial use of water must resume on or before November 1, 1993.

If you have any questions concerning this matter, please feel free to contact our office.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

Enclosure

RECEIVED
MAR 10 1988

NOTICE OF APPLICATION FOR EXTENSION OF TIME TO AVOID FORFEITURE
OF A WATER RIGHT
No. 63-3148

Notice is hereby given that John W. Sellars, Jr. &/or Gladys Sellars, 6300 S. Cole Rd., Boise, Idaho have applied to the Department of Water Resources for an extension of time to avoid forfeiture of a water right. This water right is evidenced by License No. 63-3148.

This water right was licensed for 3.01 cubic feet per second of water from a groundwater source with a priority date of January 29, 1959, with a point of diversion within the SE1/4 NE1/4, Sec. 28, Twp. 2N., Rge. 1E, Ada County, for irrigation purposes from 3/15 to 11/15 annually for use upon 155 acres within the NE1/4, Sec. 28, Twp. 2N, Rge. 1E.

Section 42-222, Idaho Code provides that a water right shall be lost and forfeited, and the water revert to the state upon failure to apply water to a beneficial use for a period of five years. This Section further provides that the State may allow an additional five year period of non-use without forfeiture upon a showing of reasonable cause. John W. &/or Gladys Sellars have applied for this extension because due to family medical problems this land has not been farmed or irrigated since the fall of 1983, and they are in the process of trying to sell the land, after which irrigation will begin. The applicant requests this extension until Sept. 30, 1993.

Any protest against the granting of this extension may be filed with the Idaho Department of Water Resources, 2735 Airport Way, Boise, ID 83705 on or before June 22, 1987.

Published in the Idaho Statesman on 6/4 and 6/11/1987

✓ Approve, DWR

MICROFILMED

MAR 10 1988

RECEIVED
SEP 23 1987

Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

REPORT OF ENGINEER

Permit No. G-27748

This proof is for Completion of Works & Beneficial Use In Water District No. _____

1. Name of applicant John W. or Gladys Sellars, Jr.
2. Source of water supply: Subterranean flow from a 12 inch well
3. Location of point of diversion: Is in the SE 1/4 NE 1/4 of Section 28
T. 2N R. 1 E.B.M. County of Ada
4. Describe works as they exist, giving dimensions and capacities of same: 75 HP GE Motor
#WTS 916126, Peerless Pump #191686, 24" x 10" Column, 10"
discharge to 26" x 28" x 68' concrete flume to open ditch.
Well - 400' x 16" - 25' x 16" csg. to Rock 120' thickness of Rock 155' x 12"
perforated casing to 300' level. open hole below
5. Water is used for: Irrigation
6. State whether or not water has been turned into works of diversion: yes
7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

NE 1/4 Sec. 28., Twp. 2 N., Rge. 1 E.B.M.

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach?

Remarks: Mrs. Sellars along

They mentioned having the well opened the ground in Dec 27. They only wanted the 160 joining but said had to take 320 and they are afraid they won't get it after having it opened. They paid for having the power line brought out etc.

Measured by Spurling Meter (5 Rev. 2 min 41 sec.)

This examination was made on the 24th day of May, 1963

(Signed)

Lloyd Johnson

Examiner.

INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
4. If any unusual conditions are discovered, make plain statement of them under remarks.
5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.
6. Give general characteristics of soils, topography, and crops raised.

RECEIVED

NOV 24 1953

Department of Reclamation

John W. or Gladys Sellars, Jr.
Route #2, Box 232 342-3014
Boise, Idaho
Permit No. G-27748

Examination for Completion of Works & Beneficial Use

County Ada

Sec. 28 T. 2N R. 1 EBM

Quantity: 3.2 c.f.s.

Source: Well

P. D.: SE. NE., Sec. 28, T. 2N. - R. 1 EBM

Use: Irrigation

Filed: Jan. 29, 1959

Due: Feb. 2, 1964

Extension: —

Protest: —

Completion of Works: —

Other Rights: none

5 Rev 2 Min 41 Sec

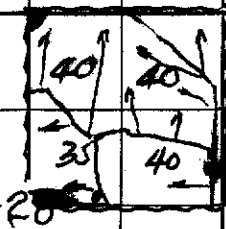
$$\begin{array}{r} 120 \\ 41 \\ \hline 161 \end{array} \times \frac{312}{500} \times .97 = 3.01 \text{ cfs.}$$

150' in.

R-IE.

T.
2
N.

(29)



P.D.

80

75

(27) 155'

Subdivisions

4

Area

155 acrs.

Q

3.01 cfs. or 150' in.

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF ENGINEER

PERMIT NO. ~~Q-27748~~

~~REPORT ON PROOF OF Completion of Works & Beneficial Use~~

John W. or Gladys Sellars, Jr.
Rt. #24, Box 232
Boise, Idaho

精

June 5, 1963

Re: Permit No. G-27748

John W. Sellars, Jr.
Route #4
Boise, Idaho

Dear Mr. Sellars:

Enclosed are Certificate of Completion of Works
and License and Certificate of Water Right, issued on the
above numbered permit.

Also enclosed is departmental receipt in the
amount of \$13.00 covering the fees.

Very truly yours,

CARL E. TAPPAN, Assistant
State Reclamation Engineer

By:

(Mrs.) Edna P. Rule
Chief Clerk

EPR:ew

Enc. certificates
receipt

State of Idaho
DEPARTMENT OF RECLAMATION

Boise, Idaho

May 28, 1963

Re: Permit No. G-27748

John W. Sellars, Jr.
Rt 4, Box 232
Boise, Idaho

Dear Mr. Sellars:

Our field engineer's report on his inspection of proof of completion of works and application of water to beneficial use under the terms of Permit No. G-27748 shows the well is (~~2.5~~) capable of conveying ^{150.5} miner's inches, or 3.01 c.f.s. of water for the irrigation of ¹⁵⁵ acres.

Upon receipt of the statutory fees, totaling \$ 13.00 , which consists of a Completion of Works fee of \$5.00 and License and Certificate of Water Right fee of \$8.00 - based at the rate of \$2.00 for each 40-acre subdivision - we will issue the Certificate of Completion of Works and the License and Certificate of Water Right confirming the right, with priority of January 29, 1959 to the use of 3.01 second feet of subterranean water with the point of diversion in the SE 1/4, Sec. 28 for irrigation of 155 acres in the NE 1/4, Sec. 28, T. 2 N., R. 1 E., B.M.

Very truly yours,

CARL E. TAPPAN
Assistant State Reclamation Engineer
By

(Mrs.) Edna P. Rule
Chief Clerk

EPR:mr

RECEIVED
JUN 22 1962

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

Department of Reclamation

Permit No. G 27748

Proof of Application of Water to Beneficial Use

and Completion of Works
Deposition of Holder

Ques. 1. State your name, residence, occupation and postoffice address.

Ans. John W. or Gladys Sellers Jr. Farmer
Box 4 - Box 232 - Boise Idaho

Ques. 2. If acting in behalf of corporation, state its name, principal place of business (if a foreign corporation, give name of postoffice of statutory agent), your position with reference to same, and your authority for appearing in its behalf.

Ans.

Ques. 3. State number and date of permit, and date of priority you propose to establish under the permit.

Ans. G 27748 - February 2, 1959, Jan. 29, 1959

Ques. 4. State source of water supply and give exact location of point of diversion.

Ans. Well - S.E. 1/4 of the N.E. 1/4 Section 28
Twp. 2 N. Rge. 1 E Boise Meridian County of Ada

Ques. 5. Describe your works of diversion, and state amount of water they are capable of conveying from point of diversion to place of use, and give name of canal or ditch or other works by which water is conducted to such place of use. If a well, state depth of well, depth and size of casing and depth to water. If pump is used, state discharge of pump and tell how it was measured or determined. If sprinkler irrigation, give number and size of nozzles and operating pressure.

Ans. Well depth 400 ft depth of casing 315 ft. 12 in
Casing approx. 150 ft to water 1520 gals/min pump
discharge determined by 175 in. Over a Weir

Ques. 6. State for what purpose water is used and describe place of use. (If for irrigation, name each subdivision in which used, and number of acres in each subdivision that have actually been irrigated with said water.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. Irrigation - NE 1/4 Twp 2 N. Rge 1 E Boise Meridian
Cultivated, Converted to Crop land. 139 1/2 A of grain
with 37 A of new seeding included. 20 A Corn

Ques. 6-a If this is a ground water permit, give name and address of person that drilled the well.

Ans. Henry L Johnson. P.O. Box 5042 - Boise

27748

Ques. 7. If for other than irrigation purposes; state how applied, amount of horse power generated, etc.

Ans. _____

Ques. 8. What is the minimum amount of water required for the purpose specified above?

Ans. 160 in

Ques. 9. If you are not the person or representative of the corporation to whom above mentioned permit was originally issued, please state how ownership was acquired by present holder.

Ans. _____

Ques. 10. State when, how, in what amount and to what extent the water diverted under above mentioned permit has been used.

Ans. Irrigation for crop in 1961 & 1962 By ditch
175 in for irrigating 160 A crop land

Ques. 11. State when, how, in what amount and to what extent waters other than those diverted under the above mentioned permit have been diverted and applied to beneficial use upon the lands herein described. Give full particulars regarding such other appropriations and rights claimed thereunder.

Ans. None

(Sign) John W. Bellas Jr.

I hereby certify that the foregoing testimony was read to the above subscribed before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me, at my office in Boise County of Ada

State of Idaho, on this 22 day of June, A. D. 1967

J. Ellis Marker

My commission expires 5-29-1963

RECEIVED

JUN 22 1962

STATE OF IDAHO
DEPARTMENT OF RECLAMATION Department of Reclamation
BOISE, IDAHO

Permit No. G 27748

Proof of Application of Water to Beneficial Use

Deposition of Witness ~~and~~ Completion of Works

The deposition of two witnesses, on this form, taken separately, required in each case.

Ques. 1. State your name, age, residence, occupation and postoffice address.

Ans. Elwyn Hays 47 yrs. Boise Farming
R 3 Boise Idaho

Ques. 2. Are you acquainted with John W. Sellers, the holder of Permit No. G 27748? How long have you known him and where does he reside?

Ans. Yes 20 years
5 miles south Cole school - R 4 - Box 232 Boise Ida

Ques. 3. Have you read or heard read said Permit No. G 27748, and are you familiar with its provisions and conditions?

Ans. Yes

Ques. 4. State source of water supply, place of diversion, and describe works for conveying water from point of diversion to place of use.

Ans. well - 12" - S.E. 1/4 of N.E. 1/4 of Section 28.
Twp 2 N Range 1 E Boise Meridian Ada county
Big turbine pump & open ditches

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use, and how much water have you seen being so conveyed?

Ans. 180 inches 180 inches

Ques. 6. (Pumps) How much water in cubic feet per second, miner's inches, or gallons per minute have you seen the pump deliver, and how did you measure or estimate the amount?

Ans. 180 inches measured of weir

Ques. 7. State for what purpose water is used and at what place. (If for irrigation, give each subdivision in which water has been used and number of acres irrigated in each subdivision.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. Water is used for irrigating 160 acres of cropland
grain corn & alfalfa
NE $\frac{1}{4}$ Sec 28 TWP 2N Rge 1E Boise meridian
Ada county

Ques. 8. If for power or other purposes than irrigation, state how water has been applied and to what extent.

Ans. none

Ques. 9. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

Ans. Clay type soil
200 inches water needed

Ques. 10. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent?

Ans. none

Ques. 11. State when, how, in what amount and to what extent you have witnessed the application to beneficial use of water diverted under said permit.

Ans. May June Aug 1961 - May - June 62

Looking at well, land & crops for several hours at different times, mostly walking over a new project

(Signed) Elwyn Hays

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in Boise
County of Ada, State of Idaho, on this 22 day of June,
A. D. 1962.

Ellis Marku
Notary Public.

My commission expires 5-29-1963

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

RECEIVED
JUN 22 1962
Department of Reclamation

Permit No. 627748

Proof of Application of Water to Beneficial Use

Deposition of Witness and Completion of Works

The deposition of two witnesses, on this form, taken separately, required in each case.

Ques. 1. State your name, age, residence, occupation and postoffice address.

Ans. James A. Flynn 46 Boise Idaho, Farming
Rt 3 Box 229.

Ques. 2. Are you acquainted with John W. Sellar's, the holder of Permit No. 627748? How long have you known him and where does he reside?

Ans. Yes - 15 Years,
5 miles South of Cole School Box 232 - Boise Rt 4

Ques. 3. Have you read or heard read said Permit No. 627748, and are you familiar with its provisions and conditions?

Ans. Yes

Ques. 4. State source of water supply, place of diversion, and describe works for conveying water from point of diversion to place of use.

Ans. Well, SE 1/4 of NE 1/4 Section 28,
TWP 2 N Rge. 1 E Boise, meridian, ada co.
By Turbine Pump, Into open Ditches

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use, and how much water have you seen being so conveyed?

Ans. 175 inches. 175 in conveyed

Ques. 6. (Pumps) How much water in cubic feet per second, miner's inches, or gallons per minute have you seen the pump deliver, and how did you measure or estimate the amount?

Ans. 175 inches over Weir

Ques. 7. State for what purpose water is used and at what place. (If for irrigation, give each subdivision in which water has been used and number of acres irrigated in each subdivision.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. 160 acres, used for crop land,
~~SW 1/4~~ of NE 1/4 Section 28 TWP 3 N, Rge 1 E
Boise meridian, ada Co.

Ques. 8. If for power or other purposes than irrigation, state how water has been applied and to what extent.

Ans. None

Ques. 9. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

Ans. Clay Type Soil.
190"

Ques. 10. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent?

Ans. No

Ques. 11. State when, how, in what amount and to what extent you have witnessed the application to beneficial use of water diverted under said permit.

Ans. July 1961 - and Aug.
April & May of 1962

(Signed) James A. Flynn

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in Boise
County of Ada, State of Idaho, on this 22 day of June
A. D. 1962.

Ellis Mackey
Notary Public.

My commission expires 5-29-1963

RECEIVED
JUN 22 1962

Department of Reclamation

PROOF OF PUBLICATION

State of Idaho,
County of Ada

ss.

I, Florence Goetzke, being first duly sworn, depose and say, that I am over twenty-one years of age, and Chief Clerk of MERIDIAN NEWS-TIMES, a weekly newspaper of general circulation, published at Meridian, County of Ada, State of Idaho, and that the annexed notice was published in said paper once each week for 4 consecutive weeks, the first publication being on the 24 day of May, 1962, and the last publication being on the 14 day of June, 1962.

That said notice was published in the newspaper proper and not in a supplement. That said newspaper had been continuously and uninterruptedly published in said county for a period of 78 consecutive weeks prior to the first publication of this notice, and is a newspaper within the meaning of the Idaho statutes.

Florence Goetzke
Chief Clerk

Subscribed and sworn to before me this 15 day of June, 1962.

R. F. Marks
Notary Public in and for Idaho

Residence or Postoffice Address Boise, Idaho.

Notice is hereby given that at 2 P.M. on the 22 day of June, 1962, at Boise, County of Ada, State of Idaho, before Ellis Marker, Notary Public, at (address) 224 S. 11th, Boise, proof will be submitted of the completion of works for the diversion of 3.2 cubic feet per second of underground water from a well, and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G27748, heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit is John W. or Gladys Sellers, Jr.

2. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conveying to the place of use is 3.2 cubic feet per second.

3. The use to which said water has been applied is irrigation purposes, and the amount applied to beneficial use is 3.2 cubic feet per second.

4. The point of diversion of said water is SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 28, Twp. 2N., Rge. 1E., B.M., County of Ada.

5. The place where said water is used is NE $\frac{1}{4}$ Sec. 28, Twp. 2N., Rge. 1E.

6. The date of priority which said user is prepared to establish is January 29, 1959.

June 22, 1962

Re: Permit No. G-27748

John W. Sellars, Jr.
Route #14
Box 232
Boise, Idaho

Dear Mr. Sellars:

We acknowledge receipt of the depositions of holder and two witnesses, also affidavit of publication in the Meridian News-Times, all submitted in proof of completion of works and beneficial use on Permit No. G-27748.

Before final action is taken in the matter, the law requires that a field examination be made by an engineer from this department.

We cannot tell just when this examination will be made, but our field engineer will try and contact you at the time he makes the examination so that arrangements may be made to show him over the grounds.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer

By:

(Mrs.) Edna P. Rule
Chief Clerk

EPR:

May 21, 1968

Re: Permit No. 6-27748

John W. Sallans, Jr.
24 E. 2nd St.
Boise, Idaho

Dear Mr. Sallans:

This acknowledges the Notice of Proof of Completion of Works and Application of Water to Beneficial Use under Permit No. 6-27748. The proofs are to be made at 2:00 o'clock P.M., on the 22 day of June, 19 68, before Ellis Barker, 224 S 11th St., Boise, Idaho, Notary Public.

As of this date we have mailed the Notice to the Boise, Idaho, with instructions to publish it once a week for four consecutive weeks prior to the date set for final proof then mail the affidavit of publication and statement of costs to you.

It is important that the enclosed depositions be executed by you and two disinterested witnesses who are familiar with the terms of the permit and the work done thereunder, at the place, on the date, and at the time and before the Notary, as advertised. It is very important and necessary that each question be answered in detail.

In returning the depositions to this office, be sure that all copies have been signed, the Notary's seal has been placed on each and that all depositions, (holder and two witnesses) are being returned. Also be sure to enclose the Affidavit of Publication.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer

By:

(Mrs.) Edna P. Rule
Chief Clerk

Enc. Form 16 1, Form 17-1 2
EPR:pmk
cc: Notary

1200
6-28-61

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
Boise, Idaho

Date: May 21, 1962

Meridian News Times
Meridian, Idaho

Gentlemen:

Enclosed you will find notice for publication, once a week for four consecutive weeks prior to June 22, 1962 the date set for proof; the expense of the publication is to be paid by the applicant John W. Sellars, Jr.

of Rt 4, Box 232, Boise, Idaho

to whom you should furnish proof of publication on or prior to the date set for proof.

Please acknowledge receipt of this notice and furnish this office with a copy or tear sheet of the first publication.**

Very truly yours,


GEO. N. CARTER
State Reclamation Engineer

Enc. legal notice

** If the first copy is not received in this office for checking purposes and errors appear in subsequent issues, it is possible that re-publication of corrected copy will be at your own expense.

NOTICE TO ACCOMPANY THIS LETTER MUST BE MADE IN DUPLICATE

(Date) MAY 21 - 1962
(P. O.) Box 232 - RT-4 Boise Idaho

TO THE STATE RECLAMATION ENGINEER:

Boise, Idaho

Dear Sir:

You are hereby authorized to have the attached notice published at my expense in the
Meridian News Times of Meridian Idaho published in
the county in which the works are situated.

John W. Sellers Jr.

(In case of canals or other works designed to divert and carry more than 50 cubic feet of water per second, the following certificate must be signed by a well known and competent engineer.)

I hereby certify that the facts set forth in the attached notice are true.

Doc. H. Carter

Engineer.

NOTICE OF PROOF OF COMPLETION OF WORKS
and
APPLICATION OF WATER TO BENEFICIAL USE

RECEIVED
MAY 21 1965
Department of Reclamation

Notice is hereby given that at 7:PM M., on the 22 day of June
1964, at Boise, County of Ada, State of Idaho,
before Ellis Marper, Notary Public, at (address) 2245a 11²⁷
Boise, proof will be submitted of the completion of works for
the diversion of 3.2 cubic feet per second of underground water from a well, and of
the application to beneficial use of said water, in accordance with the terms and
conditions of Permit No. 427748 heretofore issued by the Department of Reclamation
of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit
is John W. or Gladys Sellers Jr.

2. Said works of diversion will be fully completed on the date set for such com-
pletion, and the amount of water which said works are capable of conveying to the place of
use is 3.2 cubic feet per second.

3. The use to which said water has been applied is Irrigation
purposes, and the amount applied to beneficial use is 3.2 C.F.S.
cubic feet per second.

4. The point of diversion of said water is SE 1/4 of NE 1/4 of Sec 28
TWP 2 N. Rge 1 E. B.M. County of Ada.

5. The place where said water is used is NE 1/4 Sec 28;
TWP 2 N. Rge 1 E

6. The date of priority which said user is prepared to establish is Jan 29, 1959.

[Signature]
State Reclamation Engineer

February 13, 1959

Re: Permit No. G-27748
John W. Sellars or Gladys Sellars, Jr.

Mr. John W. Sellars, Jr.
Route # 4
Boise, Idaho

Dear Mr. Sellars:

We enclose Permit No. G-27748, in which we direct your attention to the limitations and conditions as given on the fourth page under approval of the State Reclamation Engineer.

We also enclose departmental receipt No. G-3845, which was issued covering payment in the amount of \$5.75, for the filing fee of the above mentioned permit.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer
By

(Mrs.) Edna P. Rutledge
Chief Clerk

EPR/lw
Encls. (2)

NAME OF APPLICANT John W. or Gladys Sellars, Jr.

Form No. 1

R 1 E

Sec 98

T
2

N

NE 1/4 SEC.

T-2N

R-1 E
BOISE
MERIDIAN

Well

Permit Map No. 4-27748

As Approved FEB 2 1959

GEO. N. CARTER
State Reclamation Engineer

Scale: 2 inches equal 1 Mile. Draw Plan in ink.

27748

First time published

NOTICE OF PROOF OF COMPLETION OF WORKS AND APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 2 P.M. on the 22 day of June, 1962, at Boise, County of Ada, State of Idaho, before Ellis Marker, Notary Public, at (address) 224 S. 11th, Boise, proof will be submitted of the completion of works for the diversion of 3.2 cubic feet per second of underground water from a well, and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G27748, heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit is John W. or Gladys Sellers, Jr.

2. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conveying to the place of use is 3.2 cubic feet per second.

3. The use to which said water has been applied is irrigation purposes, and the amount applied to beneficial use is 3.2 cubic feet per second.

4. The point of diversion of said water is SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 28, Twp. 2N., Rge. 1E., B.M., County of Ada.

5. The place where said water is used is NE $\frac{1}{4}$ Sec. 28, Twp. 2N., Rge. 1E.

6. The date of priority which said user is prepared to establish is January 29, 1959.

GEO. N. CARTER 27748
State Reclamation Engineer