

RECEIVED
JUL 15 2024
DEPT. OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 89217

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) Flying Squirrel Productions LLC

Check whether each item below is **attached (Yes)** or **not applicable (N/A)** for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☒ ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at <https://idwr.idaho.gov/water-rights/transfers/resources/>.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☒ ☐ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☐ ☒ #10 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

RECEIVED
JUL 15 2024
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Name of Applicant(s) Flying Squirrel Productions LLC Phone _____
Mailing address P.O. Box 4938 Ketchum, ID 83340 Email _____

- ☒ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☒ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Zach Latham, Hydrologist at Brockway Engineering PLLC Phone 208-736-8543
Mailing address 2016 Washington St N Suite #4 Twin Falls, ID 83301 Email zach.latham@brockwayeng.com

☐ Send all correspondence for this application to the representative and not to the applicant.

OR

* ☒ Send original correspondence to the applicant and copies to the representative.

☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.

OR

☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that ~~no one will be injured by the proposed changes~~ and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- * 1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Is this a transfer for changes pursuant to Idaho Code § 42-221.0.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
Applicant seeks to buy 9.0 acres of Bellevue Farms Landowners Association Inc.'s irrigation water rights and transfer them to place of use owned by applicant. See attached consent form executed by Bellevue Farms Landowners Association Inc.'s President.

* Per 8-2-24 Email from Zach Latham.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
☐ All or ☒ Part	37-21863	0.045 /	Irrigation	04/15 to 10/31	Big Wood River/Malad River
☐ ☒	37-21880	0.001 /	Irrigation	04/15 to 10/31	Big Wood River/Malad River
☐ ☒	37-21897	0.004 /	Irrigation	04/15 to 10/31	Big Wood River/Malad River
☐ ☒	37-21914	0.001 /	Irrigation	04/15 to 10/31	Big Wood River/Malad River
☐ ☒	37-21931	0.054 /	Irrigation	04/15 to 10/31	Big Wood River/Malad River
☐ ☒	37-21976	0.216 / 31.5	Irrigation	04/15 to 10/31	Ground Water / NA
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.909 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.321 cubic feet per second and/or 31.5 acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
 Label it Attachment #5.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
NO		NE	SW	NW	36	2N	18E	BLAINE	BIG WOOD RIVER	WRVID#45 DIV.
NO			NE	NE	13	1N	18E	BLAINE	GROUND WATER	EXISTING WELL

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1N	18E	13	4.5			4.5													9.0
Total Acres (for irrigation use)																			9.0

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:
Buried pressurized irrigation system will provide irrigation water to proposed place of use.

- b. Who owns the property at the point(s) of diversion? Applicant.

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
N/A.

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: N/A.

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
The area historically irrigated under these rights will no longer be irrigated.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
37-510A, 37-685D, WSB Rental Agreement No.'s 711 and 838.

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- | | | |
|--------------------------|-------------------------------------|---|
| ☐ | ☒ | undergone a period of five or more consecutive years of non-use, |
| ☐ | ☒ | currently leased to the Water Supply Bank, |
| ☐ | ☒ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe:

N/A.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 37-21863

Current Owner: BELLEVUE FARMS LANDOWNERS ASSN

Priority Date: 3/24/1883

Origin: Water Right

Status: Water Supply Bank Active

Basis: Decreed

Source

BIG WOOD RIVER

Tributary

MALAD RIVER

Beneficial Use

IRRIGATION

From To

04/15 to 10/31

Diversion Rate

0.138 CFS

Annual Volume

Total Diversion

0.138 CFS

Location of Point(s) of Diversion

BIG WOOD RIVER

NE1/4SW1/4NW1/4

Sec. 36, Twp 02N, Rge 18E B.M.

BLAINE County

Place of Use

IRRIGATION Within BLAINE County

T01N R19E S7	Lot 2	SWNW	0.20	T01N R19E S7	Lot 3	NWSW	2.90
T01N R19E S7	Lot 4	SWSW	4.20	T01N R19E S7		SESW	2.50
T01N R19E S7		SWSE	4.40	T01N R19E S18		NWNE	4.80
T01N R19E S18		NENW	3.70	T01N R19E S18	Lot 1	NWNW	5.00

Total Acres: 27.7

Conditions of Approval:

1. This right is a split from former right 37-577.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Decreed Date: 9/24/2010

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 37-21880

Current Owner: BELLEVUE FARMS LANDOWNERS ASSN
Priority Date: 7/10/1884
Origin: Water Right
Status: Water Supply Bank Active
Basis: Decreed

Source

BIG WOOD RIVER

Tributary

MALAD RIVER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/15 to 10/31	0.002 CFS	
	<u>Total Diversion</u>	0.002 CFS	

Location of Point(s) of Diversion

BIG WOOD RIVER NE1/4SW1/4NW1/4 Sec. 36, Twp 02N, Rge 18E B.M.,
BLAINE County

Place of Use

IRRIGATION Within BLAINE County

T01N R19E S7	Lot 2	SWNW	0.20	T01N R19E S7	Lot 3	NWSW	2.90
T01N R19E S7	Lot 4	SWSW	4.20	T01N R19E S7		SESW	2.50
T01N R19E S7		SWSE	4.40	T01N R19E S18		NWNE	4.80
T01N R19E S18		NENW	3.70	T01N R19E S18	Lot 1	NWNW	5.00

Total Acres: 27.7

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. This right is a split from former right 37-664.

Decreed Date: 9/24/2010

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 37-21897

Current Owner: BELLEVUE FARMS LANDOWNERS ASSN
Priority Date: 9/18/1885
Origin: Water Right
Status: Water Supply Bank Active
Basis: Decreed

Source

BIG WOOD RIVER

Tributary

MALAD RIVER

Beneficial Use

IRRIGATION

From To

04/15 to 10/31

Diversion Rate

0.012 CFS

Annual Volume

Total Diversion

0.012 CFS

Location of Point(s) of Diversion

BIG WOOD RIVER
BLAINE County

NE1/4SW1/4NW1/4

Sec. 36, Twp 02N, Rge 18E B.M.

Place of Use

IRRIGATION Within BLAINE County

T01N R19E S7	Lot 2	SWNW	0.20	T01N R19E S7	Lot 3	NWSW	2.90
T01N R19E S7	Lot 4	SWSW	4.20	T01N R19E S7		SESW	2.50
T01N R19E S7		SWSE	4.40	T01N R19E S18		NWNE	4.80
T01N R19E S18		NENW	3.70	T01N R19E S18	Lot 1	NWNW	5.00

Total Acres: 27.7

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. This right is a split from former right 37-298.

Decreed Date: 9/24/2010

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 37-21914

Current Owner: BELLEVUE FARMS LANDOWNERS ASSN
Priority Date: 6/12/1886
Origin: Water Right
Status: Water Supply Bank Active
Basis: Decreed

Source

BIG WOOD RIVER

Tributary

MALAD RIVER

Beneficial Use

IRRIGATION

From To

04/15 to 10/31

Diversion Rate

0.002 CFS

Annual Volume

Total Diversion

0.002 CFS

Location of Point(s) of Diversion

BIG WOOD RIVER

NE1/4SW1/4NW1/4

Sec. 36, Twp 02N, Rge 18E B.M.

BLAINE County

Place of Use

IRRIGATION Within BLAINE County

T01N R19E S7	Lot 2	SWNW	0.20	T01N R19E S7	Lot 3	NWSW	2.90
T01N R19E S7	Lot 4	SWSW	4.20	T01N R19E S7		SESW	2.50
T01N R19E S7		SWSE	4.40	T01N R19E S18		NWNE	4.80
T01N R19E S18		NENW	3.70	T01N R19E S18	Lot 1	NWNW	5.00

Total Acres: 27.7

Conditions of Approval:

1. This right is a split from former right 37-666.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Decreed Date: 9/24/2010

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 37-21931

Current Owner: BELLEVUE FARMS LANDOWNERS ASSN
Priority Date: 6/15/1891
Origin: Water Right
Status: Water Supply Bank Active
Basis: Decreed

Source

BIG WOOD RIVER

Tributary

MALAD RIVER

Beneficial Use

IRRIGATION

From To

04/15 to 10/31

Total Diversion

Diversion Rate

0.165 CFS

0.165 CFS

Annual Volume

Location of Point(s) of Diversion

BIG WOOD RIVER

BLAINE County

NE1/4SW1/4NW1/4

Sec. 36, Twp 02N, Rge 18E B.M.

Place of Use

IRRIGATION Within BLAINE County

T01N R19E S7	Lot 2	SWNW	0.20	T01N R19E S7	Lot 3	NWSW	2.90
T01N R19E S7	Lot 4	SWSW	4.20	T01N R19E S7		SESW	2.50
T01N R19E S7		SWSE	4.40	T01N R19E S18		NWNE	4.80
T01N R19E S18		NENW	3.70	T01N R19E S18	Lot 1	NWNW	5.00

Total Acres: 27.7

Conditions of Approval:

1. This right is a split from former right 37-480 and 37-667.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Decreed Date: 9/24/2010

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 37-21976

Current Owner: BELLEVUE FARMS LANDOWNERS ASSN
Priority Date: 9/25/1954
Origin: Water Right
Status: Water Supply Bank Active
Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/15 to 10/31	0.59 CFS	86.1 AF
	<u>Total Diversion</u>	0.59 CFS	86.1 AF

Location of Point(s) of Diversion

GROUND WATER SE1/4SW1/4 Sec. 7, Twp 01N, Rge 19E B.M.
BLAINE County

Place of Use

IRRIGATION Within BLAINE County

T01N R19E S7	Lot 4	SWSW	4.20	T01N R19E S7	SESW	2.50
T01N R19E S7		SWSE	4.40	T01N R19E S18	NWNE	4.80
T01N R19E S18		NENW	3.70	T01N R19E S18	Lot 1 NWNW	5.00
Total Acres: 24.6						

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. This right is a split from former right 37-2557.

Decreed Date: 9/24/2010

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3**

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☐ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☐ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (WaterBalance)

- ☐ If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

Ground water right 37-21976 has been historically diverted to the degree needed considering the low flow rates associated with the surface water rights listed above and priority date cuts in the Big Wood River.

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by SG Date 7/15/2024 Preliminary check by SG Date 7/15/2024

Fee paid \$500- Date 7/15/2024 Received by SG Receipt # 5040285

Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

OPERATING AGREEMENT
OF
FLYING SQUIRREL PRODUCTIONS, LLC

THIS OPERATING AGREEMENT is made effective as of the ____ day of August, 2005, by JONATHAN LEE NEELEY TRUST dated April 2, 1996, with an address at 380 Washington Avenue North, Suite 204, Ketchum, Idaho 83340 (the "Member").

W I T N E S S E T H:

WHEREAS, Flying Squirrel Productions, LLC (the "Company") was formed as a Delaware limited liability company pursuant to a Certificate of Formation filed with the Secretary of the State of Delaware on July 12, 2005; and

WHEREAS, the Member wishes to set forth the terms upon which it will conduct the business and affairs of the Company;

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member, intending to be legally bound, agrees as follows:

ARTICLE I

Definitions

As used in this Agreement, the following terms shall have the following meanings:

1.01. "Act" means the Delaware Limited Liability Company Act, as amended from time to time.

1.02. "Agreement" means this Operating Agreement, as amended or restated from time to time.

1.03. "Available Cash" means, at the time of determination, cash, demand deposits and short-term marketable securities, reduced by such amounts as the Member deems reasonable in order to provide for any anticipated expenditures or liabilities of the Company

reasonably known in amount, including, without limitation, reserves for replacements and capital improvements.

1.04. "Capital Account" means, the Capital Account established and maintained for the Member pursuant to Section 3.05.

1.05. "Capital Contribution" means any cash, property or services (or a promissory note or other obligation to contribute cash or property or to perform services) which is contributed to the Company by a Member in its capacity as a Member.

1.06. "Capital Transaction" means any transaction which results in the dissolution and liquidation of the Company.

1.07. "Certificate" means the Certificate of Formation of the Company filed with the Secretary of State of Delaware under the Act, as amended from time to time.

1.08. "Code" means the Internal Revenue Code of 1986, as amended, and the corresponding provisions of any successor statute.

1.09. "Company" means the limited liability company formed upon the filing of the Certificate and operated pursuant to this Agreement, as constituted from time to time.

1.10. "Fiscal Year" means the calendar year.

1.11. "Interest" means the Member's entire ownership interest in the Company, including its share of the profits and losses of the Company and its right to receive distributions of the Company's assets.

1.12. "Involuntary Withdrawal" means (i) the Bankruptcy (as defined in Section 8.01(b) of this Agreement), expulsion or dissolution of the Member; (ii) the cessation of the Member's membership in the Company by reason of the Transfer of its entire Interest to a transferee who is admitted as a substitute Member; or (iii) any other event that terminates the continued membership of the Member in the Company.

1.13. "Member" means the person who, at the time of reference thereto, has been admitted to membership in the Company and who has not experienced an Involuntary Withdrawal or otherwise ceased to be a Member of the Company.

1.14. "Net Proceeds" means, with respect to any Capital Transaction, the amount of proceeds remaining after (i) payment of the debts and liabilities of the Company then due, including debts and liabilities to the Member, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof), other than liabilities to the Member for distributions under

Section 18-601 or Section 18-604 of the Act; and (ii) establishment of any reserves that the Member deems reasonably necessary for any anticipated, contingent or unforeseen liabilities or obligations of the Company arising out of, or in connection with, the conduct of the business of the Company.

1.15. "Taxable Income" or "Tax Losses" means the income or loss of the Company for each Fiscal Year as determined for Federal income tax purposes.

1.16. "Transfer" means any voluntary or involuntary (by court order or otherwise) sale, gift, assignment, transfer, pledge, hypothecation, encumbrance or other disposition of any portion or all of the Interest owned by the Member.

ARTICLE II

Formation

2.01. Business; Powers. The business of the Company is transacting any business and promoting any purpose that may lawfully be carried on by a limited liability company under the Act. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of its business, purposes or activities.

2.02. Principal Place of Business. The principal place of business of the Company is 1209 Orange Street, Wilmington, Delaware 19801, or such other location in Delaware as the Member may determine from time to time. The Company may maintain such other offices at such other places within and without the State of Delaware as the Member deems advisable or as required by law.

2.03. Term. The term of the Company commenced on the date on which the Certificate was filed with the Secretary of the State of Delaware, and shall continue in existence perpetually until its existence is terminated in the manner provided in Section 8.01.

2.04. Name. The name of the Company is Flying Squirrel Productions, LLC. The business of the Company may be conducted, upon compliance with all applicable laws, under any other name determined by the Member.

2.05. Agent for Service of Process. The statutory agent for service of process on the Company is The Corporation Trust Company, with an address at 1209 Orange Street, Wilmington, Delaware 19801, or such other entity or person as may be designated by the Member and appropriately qualified to serve.

2.06. Qualification of Company. The Member shall cause the Company to be qualified or registered under the limited liability company act statutes and/or other laws of any jurisdiction in which the Company owns property or transacts business if such qualification or registration is necessary in order to protect the limited liability of the Member or to permit the Company lawfully to own property or transact business.

ARTICLE III

The Member's Capital and Capital Account

3.01. Capital Contributions of the Member. Upon execution and delivery of this Agreement, the Member shall make such Capital Contributions to the Company as the Member in its discretion shall determine, and shall receive the Interest in the Company set forth therein.

3.02. Additional Capital. The Member shall have no obligation to make additional capital contributions to the Company.

3.03. No Interest; No Return; No Distributions in Kind. The Member shall not be entitled to receive interest on any Capital Contribution or on the Member's Capital Account. The Member shall not have any right to demand or receive the return of its Capital Contribution or to receive any distributions from the Company except as specifically provided in this Agreement. The Capital Contributions of the Member shall be returned to it only in the manner and to the extent provided in this Agreement and, except as provided herein, the Member has no right to receive any distribution which includes a return of any portion of the Member's Capital Contribution. The Member shall not be entitled to demand to receive property other than cash in return for its Capital Contribution.

3.04. Loans by the Member. From time to time, the Member may make loans to the Company or advance money on its behalf (but only to the extent required by the business of the Company, as determined by the Member). Loans shall bear interest at a rate to be determined by the Member. Loans by the Member shall not be considered contributions to the capital of the Company and shall not increase the Capital Account of the Member. The amount of any required payments of principal and interest with respect to any such loan or advance shall be an obligation of the Company to the Member which is payable before any distributions are made from Available Cash or from the proceeds of Capital Transactions. Repayment of such loans shall not be deemed withdrawals from the capital of the Company.

3.05. The Member's Capital Account. The Company shall establish a Capital Account for the Member, which shall be adjusted and maintained in accordance with the provisions of Section 704 of the Code and the Treasury Regulations thereunder. Subject in all respects to such provisions, the Capital Account of the Member shall consist of (i) the amount of cash contributed by the Member to the Company, plus (ii) the fair market value of any

property contributed by the Member to the Company, net of any liabilities assumed by the Company or to which such property is subject as provided under Section 752 of the Code, plus (iii) the amount of profits, income (including tax-exempt income) or gain allocated to the Member, less (iv) the amount of losses and deductions allocated to the Member, less (v) the amount of cash distributed to the Member, less (vi) the fair market value of any property distributed to the Member, net of any liabilities assumed by the Member or to which such property is subject as provided under Section 752 of the Code, less (vii) the Member's share of any other expenditures which are not deductible by the Company for Federal income tax purposes or which are not allowable as additions to the basis of Company property, and (viii) subject to such other adjustments as may be required under the Code and the Treasury Regulations.

ARTICLE IV

Allocations and Distributions

4.01. Allocations. Any Taxable Income and Tax Losses, as well as each item of income, deduction, gain, loss or credit as determined for Federal income tax purposes for each Fiscal Year, if any, shall be allocated to the Member.

4.02. Distribution of Available Cash. The Member may cause the Company to distribute any portion or all of the Available Cash to it at such time and in such amounts as the Member may determine.

4.03. Distributions of Net Proceeds of Capital Transactions or upon Dissolution. The Net Proceeds of a Capital Transaction and the liquidation of the assets of the Company following dissolution, after the expenses of such liquidation, shall be distributed to the Member in an amount equal to the positive balance in its Capital Account.

ARTICLE V

Transfer and Assignment

5.01. Transfer. The Member shall have the right to Transfer its Interest in the Company or any part thereof and to confer upon a transferee the right to become a Member.

5.02. Permitted Assignment. The Member may assign from time to time its rights to receive any portion or all of the distributions to which it may be entitled under this Agreement and any or all allocations of items of income, gain, loss, deduction, credit and other items with which it may be credited or charged hereunder. Any such assignment shall not dissolve the

Company, nor shall it entitle the assignee to participate in the management of the affairs of the Company or to exercise any of the rights or powers of a Member.

5.03. Limitation on Transfer and Assignments. Notwithstanding anything in this Agreement to the contrary, no Transfer or assignment of an Interest shall be valid or effective if, in the opinion of counsel to the Company (the cost of which shall be borne by the transferor), any such transfer or assignment would result in (i) the Company being classified as an association taxable as a corporation for Federal income tax purposes, or (ii) a violation of any applicable Federal or state securities or other laws or regulations. Any Transfer or assignment shall be effected in such manner as shall, in the opinion of counsel to the Company, be necessary to maintain the continued classification of the Company as an entity that is not an association taxable as a corporation for Federal income tax purposes and compliance with all applicable laws and regulations.

ARTICLE VI

Management Rights and Duties of the Member

6.01. Management Rights. The Member shall have exclusive and complete discretion, power and authority to manage, administer and operate the business and affairs of the Company. The Member may delegate any portion or all of such power by appointing such officers, utilizing such titles, including president and vice president, as the Member in its sole and absolute discretion determines. Officers need not be members of the Company. Any such officers shall have all authority delegated to them by the Member, including, without limitation, authority to sign all documents on behalf of the Company, including any and all documents filed with the Federal Aviation Administration.

6.02. Management Powers.

(a) The Member shall take such action as it deems necessary to provide for and supervise the operation of the Company for the purposes set forth in Section 2.01. The Member shall devote so much of its time to the affairs of the Company as in its judgment the conduct of the business shall reasonably require, and the Member shall not be obligated to do or perform any act or thing in connection with the business of the Company not expressly set forth herein.

(b) Without limiting the generality of Section 2.01 or Section 6.01, the Member shall have the power and authority to:

- (i) deal in any assets, whether personal property or real property;
- (ii) sell, lease, exchange or convey title to, and grant options for the sale of, all

or any portion of the Company's property;

(iii) incur all expenditures permitted by this Agreement and reimburse itself from the Company's funds for any reasonable and necessary expenses incurred by it in furtherance of its duties hereunder;

(iv) employ and dismiss from employment any and all employees, agents, independent contractors, attorneys, accountants, managing agents and consultants on behalf of the Company, provided that such services are necessary or advisable and the compensation therefor is reasonable;

(v) obtain loans, secured or unsecured, and lease financing for the Company, whether from the Member or from an unrelated lender, and secure the same by mortgaging, assigning for security purposes, granting a security interest in, pledging or otherwise hypothecating all or any part of the Company's property;

(vi) bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Company;

(vii) enter into, perform and carry out any and all contracts and agreements of every kind necessary or incidental to the accomplishment of the Company's business;

(viii) acquire and enter into any contracts of insurance of such types and in such amounts as the Member deems necessary and proper for the protection of the Company or for any purpose beneficial to the Company, including, but not limited to, in connection with its indemnification obligations hereunder; and

(ix) take such other action as may in the Member's discretion be necessary or desirable in connection with the proper management of the business and affairs of the Company.

6.03. Limitation on Liability of the Member.

(a) The liability of the Member to the Company shall be limited to the amount of its agreed Capital Contribution, and the Member shall have no further liability to contribute money to, or in respect of, the liabilities, losses or obligations of the Company, nor shall the Member be liable for any obligations of the Company. The Member shall have no obligation to the Company or to any other person to restore any negative balance in its Capital Account by payment to the Company or otherwise.

(b) Neither the Member nor any officer of the Company shall be liable, responsible or accountable in damages or otherwise to the Company or any other person for any act performed or omitted to be performed by the Member or such officer and reasonably believed

by the Member or such officer to be within the scope of the authority granted hereby, except in the case of gross negligence, willful misconduct or fraud. Notwithstanding anything herein to the contrary, the provisions of this Section 6.03 shall not be construed so as to relieve or attempt to relieve the Member or such officer of any liability to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law; instead, such provisions shall be construed so as to effectuate the provisions of this Section 6.03 to the fullest extent permitted by law.

(c) The Member and each officer shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any of its managers, members, officers, employees or committees, or by any other person, as to matters which the Member or such officer reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the members might properly be paid.

6.04 Indemnification. The Company shall indemnify and hold the Member and each officer harmless from any loss, damage, liability, cost or expense, including reasonable attorneys' fees, incurred by the Member or such officer arising out of any act or failure to act of the Member or such officer and incurred in a proceeding to which the Member or such officer is a party because it is or was a Member or an officer, so long as such act or failure to act is not attributable to the Member's or such officer's gross negligence, willful misconduct or fraud.

6.05. Right to Rely on Authority of the Member. In no event shall any person dealing with the Member or any officer with respect to any business or affairs of the Company be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expediency of any act or action of the Member or such officer. Every contract, agreement, deed, mortgage, deed of trust, promissory note or other instrument or document executed by the Member or any officer with respect to any property or business of the Company shall be conclusive evidence in favor of each and every person relying thereon or claiming thereunder that (i) at the time of the execution and/or delivery of such instrument or document, this Agreement was in full force and effect, (ii) such instrument or document was duly executed in accordance with the terms and provisions of this Agreement and is binding upon the Company, and (iii) the Member or such officer was duly authorized and empowered to execute and deliver such instrument or document for and on behalf of the Company.

ARTICLE VII

Fiscal Affairs

7.01. Banking. All funds of the Company shall be deposited and kept in its name in such bank or other accounts designated by the Member. Withdrawals from such account(s) shall be made upon such signatures as the Member shall determine.

7.02. Books and Records.

(a) The Company shall maintain full and accurate books and records on a tax return basis or in accordance with generally accepted accounting principles consistently applied at all times during its continuance (except for changes in such application which are approved by the certified public accountant for the Company). Such books and records shall be kept at an office designated by the Member. At any time and from time to time while the Company continues and until its complete liquidation, the Member or its representative may, upon reasonable notice and during reasonable business hours, fully examine and copy (at the Member's expense) the Company's books, records, accounts and assets.

(b) The records referred to in Section 7.02(a) shall include, without limitation, (i) the full name and address of the Member, (ii) a copy of the Certificate and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Certificate has been executed, (iii) copies of the Company's Federal, state and local income tax returns and financial statements for the three most recent years, (iv) copies of any then effective written operating agreements and all amendments thereto, and copies of any written operating agreements no longer in effect, and (v) any writings prepared pursuant to a requirement under this Agreement.

7.03. Accounting and Reports.

(a) Within 120 days after the end of each Fiscal Year, the Member shall be furnished with a copy of the statement showing the profits and losses of the Company for such Fiscal Year, the Member's Capital Account as of the end of such Fiscal Year and a copy of the detailed balance sheet of the Company as of the end of such Fiscal Year, all prepared on a tax return basis or in accordance with generally accepted accounting principles. The Member also shall be furnished with a statement showing the distributions made to the Member pursuant to Article IV of this Agreement during or in respect of such Fiscal Year.

(b) As soon as reasonably practicable after the end of each Fiscal Year, but in no event later than July 1 of the next succeeding year, the Member shall be furnished with such information as shall be necessary for the preparation of its Federal, state and local income and other tax returns for that Fiscal Year.

ARTICLE VIII

Dissolution

8.01. Dissolution of Company.

(a) The Company shall be dissolved, and its assets liquidated pursuant to Section 8.02, upon any of the following events: (i) the written consent of the Member; (ii) the sale, assignment or other disposition of all or substantially all of the assets of the Company, provided, however, that in the event that the Company receives notes or other evidences of indebtedness in consideration of any such sale, assignment or other disposition, the Company shall not terminate under this clause until such notes or evidences of indebtedness have been paid in full or otherwise disposed of by the Company; or (iii) an Involuntary Withdrawal, unless the Member's legal representative or other successor-in-interest acts to become a Member as provided in the Act.

(b) For purposes of this Agreement, the term "Bankruptcy" means (i) the Member makes an assignment for the benefit of creditors, files a petition in bankruptcy, or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or files any answer admitting (or fails to contest) the material allegations of a petition filed against the Member in any proceeding of this nature, or seeks or consents to or acquiesces in the judicial appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of its properties; or (ii) within 60 days after the commencement of any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding has not been dismissed or all orders or proceedings thereunder affecting the operations or the business of the Member stayed, or if the stay of any such order or proceeding thereafter shall be set aside, or if, within 60 days after the judicial appointment without the consent or acquiescence of any trustee, receiver or liquidator of the Member or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 60 days after the expiration of any stay, the appointment is not vacated.

8.02. Liquidation of Assets.

(a) The winding-up of the Company's affairs and the liquidation and distribution of its assets shall be conducted exclusively by the Member or, in the event that the Member is unable or unwilling to act, by a liquidating trustee named by the Member (in either case, the "Liquidator"). The Liquidator is hereby authorized to do any and all acts and things authorized by law to effect such winding-up, dissolution, liquidation and distribution of the

assets of the Company, including, without limitation, those set forth in Section 8.02(b) and Section 8.02(c).

(b) Upon dissolution of the Company, the assets of the Company, other than those assets that the Liquidator determines shall be distributed in kind, shall be liquidated as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice. The Liquidator shall cause to be prepared a statement setting forth the assets and liabilities of the Company as of the date of dissolution, which statement shall be furnished to the Member.

(c) The Net Proceeds of the dissolution and liquidation of the Company shall be distributed to the Member as provided in Section 4.03 not later than the end of the Fiscal Year in which the dissolution and liquidation of the Company occurs or, if later, within 90 days following the date of such dissolution and liquidation. Any reserves established for anticipated, contingent or unforeseen liabilities shall be paid over to an escrow agent selected by the Liquidator and held by such agent for the purpose of disbursing such reserves in payment of any of the aforementioned liabilities and, at the expiration of such period as the Liquidator deems advisable, any balance shall be distributed to the Member as provided in Section 4.03.

ARTICLE IX

Miscellaneous

9.01 Governing Law; Validity. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its choice of law rules. If any provision of this Agreement conflicts with any statute or rule of law of the State of Delaware or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this Agreement.

9.02. Notices. Any notices and demands under this Agreement shall be in writing, hand-delivered or mailed, first-class postage prepaid, by certified or registered mail, return receipt requested, or sent by nationally-utilized priority overnight delivery service. Such notices and demands shall be directed to the Member at its address set forth in Schedule A to this Agreement and to the Company at its place of business set forth above. All such notices and demands shall be deemed to have been given and made on the date on which hand-delivered or four business days following the business day on which so mailed, or one business day after the date on which sent via nationally-utilized priority overnight delivery service, as the case may be.

9.03. Amendment. This Agreement may be modified by a written instrument executed by the Member.

9.04. Headings, etc. The headings in this Agreement are inserted for convenience and reference only and shall not affect the interpretation of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the plural and the singular, and pronouns stated in the masculine shall include the feminine and the neuter.

9.05. Waiver. No provision in this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce such provision, regardless of the number of violations or breaches which may occur.

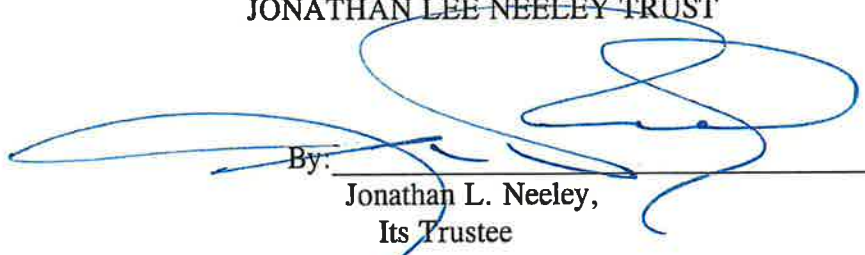
9.06. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Member and, except as otherwise provided herein, to its heirs, executors, administrators, other legal representatives, successors and assigns.

9.07. Entire Agreement. This Agreement sets forth the entire agreement of the Member with respect to the subject matter hereof and supersedes any prior agreements, understandings, representations, warranties or negotiations relating thereto, oral or written, all of which are hereby cancelled. There are no other agreements or representations, either oral

or written, express or implied, relating to the subject matter of this Agreement that are not expressly set forth in this Agreement.

IN WITNESS WHEREOF, the undersigned Member has executed this Operating Agreement as of the date first above written.

JONATHAN LEE NEELEY TRUST

By: 

Jonathan L. Neeley,
Its Trustee

SCHEDULE A
TO
OPERATING AGREEMENT
OF
FLYING SQUIRREL PRODUCTIONS, LLC

<u>Name of Member</u>	<u>Address</u>	<u>Interest in Company</u>
Jonathan Lee Neeley Trust	380 Washington Avenue North Suite 204 Ketchum, Idaho 83340	100%

EXHIBIT 2
FORM OF CONSENT TO TRANSFER APPLICATION

CONSENT

TO WHOM IT MAY CONCERN:

Bellevue Farms Landowners Association, Inc. ("Farms"), the record owner of decreed water right nos. 37-21863, 37-21880, 37-21897, 37-21914, 37-21931, and 37-21976 (collectively, the "Water Rights"), hereby authorizes Flying Squirrel Productions, LLC ("Flying Squirrel") and/or its agents to file with the Idaho Department of Water Resources an Application for Transfer of Water Rights to transfer the following portions of the Water Rights for use at Flying Squirrel's property:

Water Right No.	Source	Diversion Rates in cfs	Irrigated Acres
37-21863	Big Wood River	0.045	9.0
37-21880	Big Wood River	0.001	9.0
37-21897	Big Wood River	0.004	9.0
37-21914	Big Wood River	0.001	9.0
37-21931	Big Wood River	0.054	9.0
37-21976	Groundwater	0.216	9.0

Farms further consents to Flying Squirrel and/or its agents pursuing and prosecuting such transfer application to the fullest extent permitted by law.

This Consent shall be automatically revoked upon the termination of the Agreement for Purchase and Sale of Water Rights entered into by and between Farms and Flying for the portions of the Water Rights described above.

Dated this 12 day of June, 2024.

BELLEVUE FARMS LANDOWNERS
ASSOCIATION, INC.

By: _____

Steven Wilson, President

Order Number: 19335290

Warranty Deed

For Value Received,

Gregory Ranch, L.L.C., an Idaho limited liability company, the Grantor, does hereby grant, bargain sell and convey unto, Flying Squirrel Productions, LLC, a Delaware Limited Liability Company, whose current address is PO Box 4938, Ketchum, ID 83340, the Grantee, the following described premises, in Blaine County, Idaho, To Wit:

Lots 1, 2 and 3, Block 1 of GREGORY RANCH, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 505377, records of Blaine County, Idaho.

TOGETHER WITH all water rights appurtenant thereto, specifically including, but not limited to:

- 1. Water Right No. 37-510A;**
- 2. Water Right No. 37-685D; and**
- 3. Water Right No. 37-12240.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Each Grantee taking this property, or any portion thereof, covenant and agree for the Grantee and Grantee's heirs, executors and assigns, to not challenge any agricultural uses or operations that are authorized by the Blaine County Zoning Ordinance and conducted within one (1) mile of the property and that were lawfully occurring, or authorized by any government agency, as of the date of each deed conveying any right, title or interest in this property or any portion thereof.

Dated: 06/11/2019

Gregory Ranch, L.L.C., an Idaho limited liability company

x

By: R. Miles Stanislaw, Managing Member

State of Florida, County of Broward, ss.

On this 13 day of June 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared R. Miles Stanislaw, known or identified to me to be a managing member of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Susan Jean Coe
Notary Public
Residing In: Broward County Florida
My Commission Expires: June 6, 2022



**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Flying Squirrel Productions, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 15560 N Frank Lloyd Wright Blvd Suite B4-410		Requester's name and address (optional)
6 City, state, and ZIP code Scottsdale, AZ 85260		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

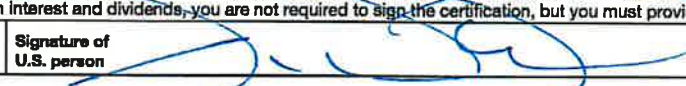
Social security number								
			-				-	
or								
Employer identification number								
2	0	-	3	3	3	9	5	8 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
		7/11/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

APPLICATION FOR TRANSFER OF WATER RIGHT ATTACHMENT WSB: TRANSFERRING WATER RIGHTS LEASED TO THE WATER SUPPLY BANK

Approval of a transfer application will not impact the terms of a Water Supply Bank Lease Contract. Any transferred water right or portion of a water right that is leased to the Water Supply Bank (Bank) shall remain unused while the lease is active.

If the transfer proposes to relocate the place of use of an irrigation water right, and the relocated acres include land currently idled due to a Bank lease contract, the applicant is required to identify the areas that will be idled at the new place of use for the duration of the lease contract. The acres to be idled should be clearly identified on the map created for Attachment 7B of the transfer application. The applicant should confirm the map is attached when completing the table below. If the leased portion of the place of use is not proposed to be relocated, a map is not required.

A Bank lease contract shall remain in effect until it expires, a new lease proposal is processed to replace it, or the water right is released from the Bank through written confirmation issued by the Water Resource Board. If the proposed transfer is approved, the water right owner will be provided sufficient time to allow the lease contract to expire before beneficial use of water at the new place of use will be expected. Meanwhile, water rights leased to the Bank are protected from forfeiture for the duration of the lease contract.

Water right owners who would like to adjust the terms of their lease contracts can either submit a new lease proposal on an [Application to Lease a Water Right to the Water Supply Bank](#) form, or they can request early termination of their lease contracts by completing a [Request to Release a Water Right from the Water Supply Bank](#) form. If a water right is leased to the Bank, and it is currently being rented from the Bank, the lease cannot be reduced or terminated until the rental agreement concludes. A request to release a water right or to submit a new lease application should be sent to the Department's state office. To find out if there are any rentals associated with a leased water right, please call a Bank representative at the Department at 208-287-4800.

In the table below, please provide the requested information for any water right that is both proposed for transfer and leased to the Bank. The information needed to complete this table can be found in your Bank lease contract. A copy of your lease contract can be obtained using the 'Search Water Rights' option on the Department's internet page at www.idwr.idaho.gov or by contacting any Department office.

Water Right Number	Lease Contract Expiration Date	Water Right Quantities Leased to the Bank			Map Attachment 7B Clearly Identifies Idled Place of Use at New Location
		Rate (cfs)	Volume (AF)	Acres	
37-21863	12/31/2027	0.138	Not Stated	27.7	Attached? ☒ or No Change ☐
37-21880	12/31/2027	0.002	Not Stated	27.7	Attached? ☒ or No Change ☐
37-21897	12/31/2027	0.012	Not Stated	27.7	Attached? ☒ or No Change ☐
37-21914	12/31/2027	0.002	Not Stated	27.7	Attached? ☒ or No Change ☐
37-21931	12/31/2027	0.165	Not Stated	27.7	Attached? ☒ or No Change ☐
37-21976	12/31/2027	0.59	86.1	24.6	Attached? ☒ or No Change ☐
					Attached? ☒ or No Change ☐

Is the ownership of the water right(s) leased to the Bank being changed? ☒ Yes ☐ No

☐ If yes and there are multiple owners, attach a [Lessor Designation](#) form.

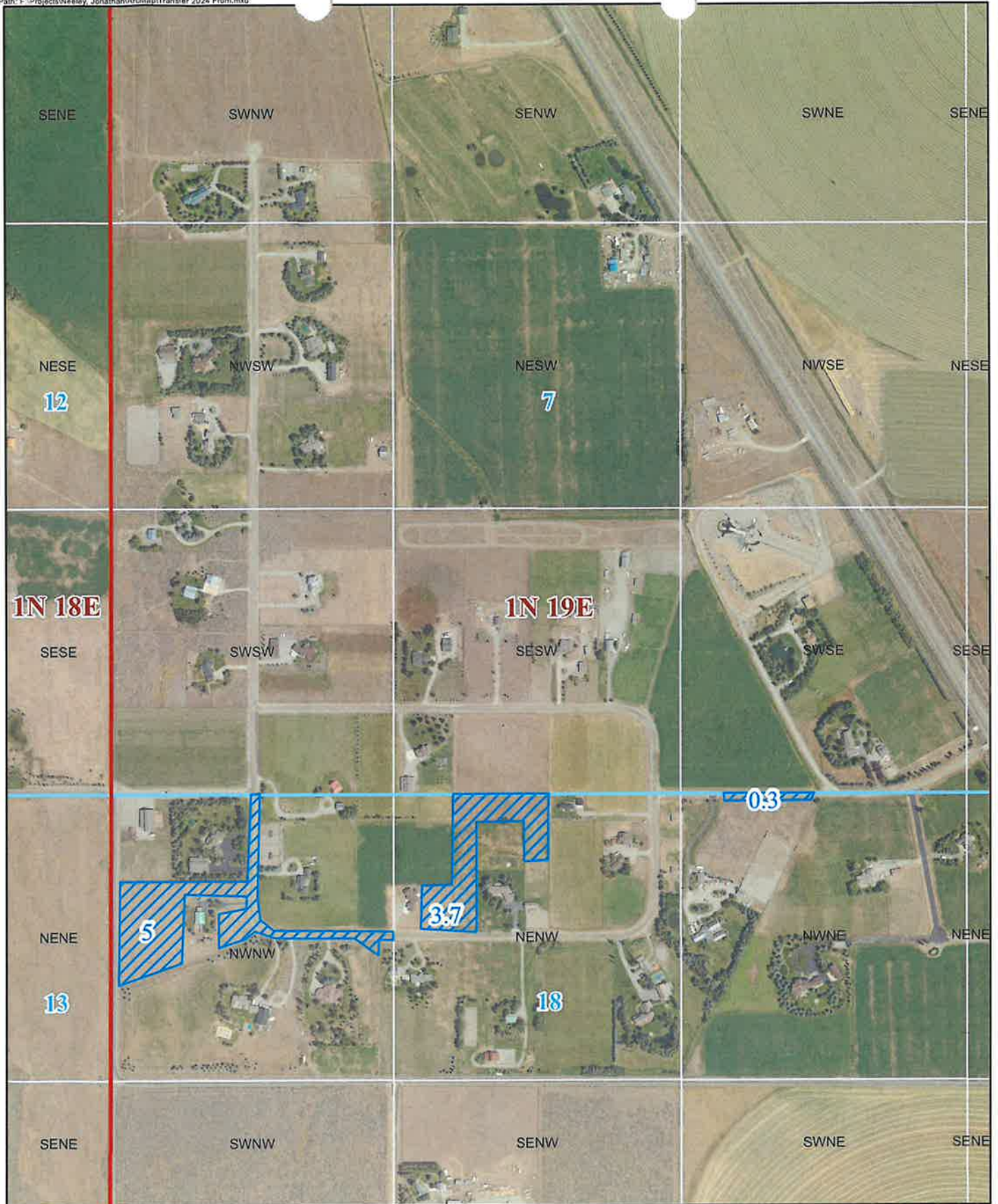
☒ If yes, the individual owner or designated lessor must complete, sign and attach an [IRS Form W-9](#).

Additional Information:

Transfer applicant seeks to purchase a portion of the rights listed above and transfer the split portions to a new POU.

See attached consent to file.

Agency Use Only: Personnel processing transfer applications should forward a copy of this attachment, the original Lessor Designation form and/or IRS Form W-9, if received, to the State Office.



0 500 1,000 Feet

BROCKWAY ENGINEERING, PLLC.
GWS - Date: 7/12/2024

89217

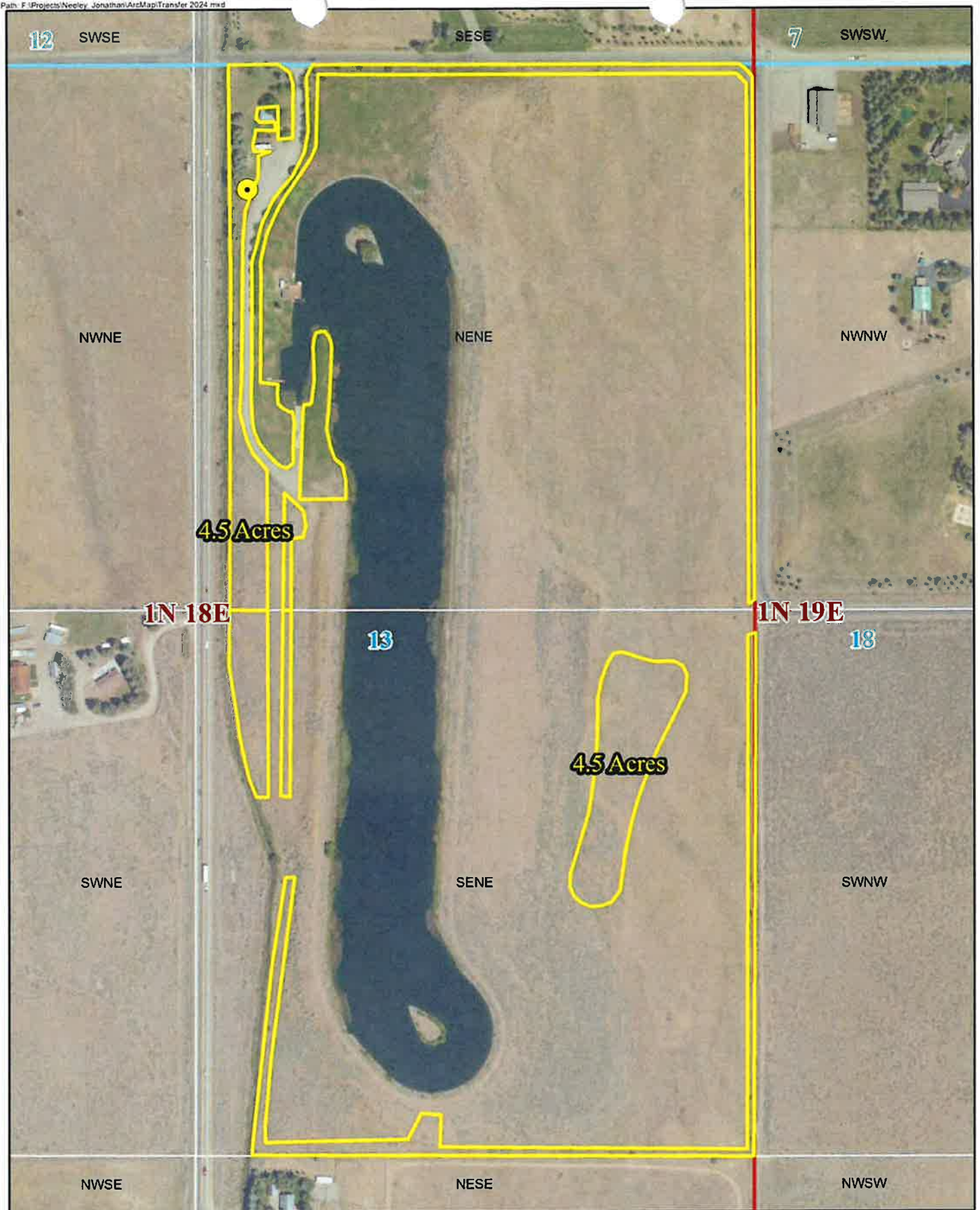
FLYING SQUIRREL PRODUCTIONS LLC
WATER RIGHT TRANSFER
9.0 ACRES

NAIP 2023 AERIAL

Legend

 FROM Acres





FLYING SQUIRREL PRODUCTIONS LLC
WATER RIGHT TRANSFER
9.0 ACRES

BROCKWAY ENGINEERING, PLLC.
GWS - Date: 6/28/2024

89217

NAIP 2023 AERIAL

Legend

- POD- Well
- 9.0_POU



LEGAL NOTICES

As required by Idaho Code 50-222 and 50-223, the Carey Planning & Zoning Commission will consider the annexation at a public hearing and make a recommendation to the City Council at their own public hearing will make the final decision on the application. Information pertinent to this application is available for review upon request at the Carey City Hall or via email.

Written comments must be received by 5 p.m. Monday, September 30, 2024 at Carey City Hall 20482 N Main St, Carey, Idaho 83320. You may also email a response to pandzadmin@cityofcarey.org. Verbal and written comments will be heard during the public hearing. Please contact City Hall during business hours to access the meeting online or call-in.

Se invita al público a asistir y testificar en relación con la acción propuesta o también se pueden presentar comentarios por escrito a la Presidencia. Póngase en contacto con el ayuntamiento si desea solicitar ayudas para la comunicación, servicios u otras adaptaciones para su participación.

Al ser solicitada, ésta notificación puede ser proveída en un formato fácil de usar para personas con discapacidad y/o personas con conocimientos limitados del Inglés.

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 18 & 25, 2024

LEGAL NOTICE
In the District Court of Douglas
County, Nebraska

TO: Stanley Air Taxi, Inc. whose whereabouts are unknown and upon whom personal service of summons cannot be had, Defendant in said proceedings.

YOU ARE NOTIFIED that on July 11, 2023, a Complaint was filed against you in the District Court of Douglas County, Nebraska, Case Number CI 23-5438, by Czar, Inc., Plaintiff. The object and prayer of the Complaint is to quiet title in itself in a Cessna Aircraft Model U206B, registered as N3431L, Serial Number U206-0731, plus Plaintiff's costs, and all other relief afforded by Nebraska law.

You are required to answer the said Complaint on or before the 1st day of November, 2024, or all allegations contained in the Complaint against you will be taken as true.

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 18, 25
& OCTOBER 4, 2024

LEGAL NOTICE
BLAINE COUNTY HEARING
EXAMINER
October 3, 2024, at 5:30 P.M.

On Thursday, October 3, 2024, the Blaine County Hearing Examiner will hold a public meeting beginning at 5:30 p.m. on the first floor of the County Courthouse Annex Building located at 219 First Avenue South in Hailey, Idaho. (Entrance is on the south side of the building on Walnut Street.) Public comment will be taken and entered into the record for the

public hearing on the following:

ACTION ITEM: 30 Gimlet Rd - Floodplain and Wetland Conditional Use Permit: Public hearing and consideration of an application by James Davenport requesting approval for a Floodplain and Wetland Conditional Use Permit to install a flood protection wall within the wetland setback and floodplain. The property is zoned Planned Residential Development District (R-2) with areas of floodplain, floodway, riparian setback, wetland, wellhead protection, and wildlife overlay districts and is described as Lot 18 of Gimlet Subdivision #10.

ACTION ITEM: - 109 Triumph Circle - Variance: Public hearing and consideration of an application by Miller Huntington Judge requesting a Setback Variance for the side yards and front setbacks, for a remodel with a new foundation to an existing house. The lot is .045 acres, and is zoned R-4, within Wellhead Protection Overlay. Legal description, Lot 5, Block 3 Amended Wooden Hill Subdivision in the town of Triumph.

ACTION ITEM: - 202 Cottonwood Drive - Variance: Public hearing and consideration for a Variance application on Lake Creek Sub Lot 4, Bk3 by George D and Christina Berridge to address the parcel's existing encroachments into the required rear setbacks per Blaine County Zoning Code. The property is .46 acres, zoned Low Density Residential District (R-1), and within the Mountain Overlay District SC 1 and Wellhead Protection Overlay.

This meeting is open to the public. The agenda will be posted on the Blaine County website <https://www.co.blaine.id.us/AgendaCenter> by the Thursday prior to the hearing. Please check the meeting agenda for further instructions for digital access.

The materials for this hearing are available at Land Use and Building Services at 219 First Avenue South, in Hailey and on the Blaine County website at www.co.blaine.id.us. Written comment in excess of one page should be forwarded to Blaine County at least 4 days prior to public hearing by mail or email to pzcounter@co.blaine.id.us.

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 18, 2024

PUBLIC NOTICE

BLAINE COUNTY COMMISSIONERS TO DETERMINE IF TRANSFER OF BLAINE COUNTY-OWNED PROPERTY TO IDAHO STATE POLICE FORENSIC LAB IS IN THE PUBLIC INTEREST

On Tuesday, October 1, 2024, at 9:00 a.m., in the Old County Courthouse in Hailey, Idaho, the Board of County Commissioners will consider a proposed resolution to determine if a transfer of certain property to Idaho State Police Forensic Lab is in the public interest, pursuant to Idaho Code Section 31-808(9).

Under the proposed transfer, Blaine County would transfer its personal property to Idaho State Police Forensic

Lab for public use.

The County's personal property is described as follows:
Alcotest 9510 Breathalyzer

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 18, 2024

LEGAL NOTICE
BLAINE COUNTY BOARD OF COMMISSIONERS
October 8, 2024, at 1:30p.m.

On Tuesday, October 8, 2024, at 1:30p.m., the Blaine County Board of County Commissioners will hold a public meeting upstairs in the Old County Courthouse located at 206 First Ave. So., in Hailey. Agenda items include the following:

ACTION ITEM: Glendale Industrial Condominiums Tax Lot 8655, FR N1/2 NENE, Sec. 23 T1N R18E: Public hearing and consideration of a Short Plat Subdivision application, preliminary plat, by Glendale Industrial, LLC to subdivide 154 self-storage units and 8 light industrial units into condominiums. The parcel is 20-acres, zoned Light Industrial (LI) District with areas of Floodplain/Floodway, and Riparian Setback Overlay Districts.

This meeting is open to the public. The meeting agenda will be posted to the Blaine County website at <https://www.co.blaine.id.us/AgendaCenter> by the Thursday prior to the hearing. Please check the meeting agenda for instructions for digital web access.

Meeting materials are available at Land Use and Building Services at 219 First Avenue South, Hailey and on the Blaine County website at <https://www.co.blaine.id.us/199>. Written comments in excess of one page should be submitted at least 4 days prior to the public hearing by mail, e-mail to pzcounter@co.blaine.id.us.

Si habla español y necesita asistencia para leer o entender lo que se discute en esta carta, por favor de llamar a la Oficina de Uso de la Tierra al (208) 788-5570 o mande un correo electrónico pzcounter@co.blaine.id.us y pregunte por Sonia.

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 18, 2024

NOTICE OF PUBLIC HEARING

The Sun Valley City Council will hold a public hearing during their regular meeting on Thursday, October 3rd, 2024, at 4:00 PM in City Hall Council Chambers, 81 Elkhorn Road, Sun Valley, ID to hear comments from the public regarding the following land use application:

SUBPA 2024-04: Plat Amendment to amend the Building Envelope. Applicant: Galena-Benchmark Engineering for property owner George Dempsey, Location: 116 Sunrise Drive (Sunrise At Elkhorn Lot 7)

Application materials are available for review by emailing cdcounter@sunvalleyidaho.gov and public comment may be submitted to nlanigan@sunvalleyidaho.gov. The meeting agenda and staff report will be available at www.sunvalleyidaho.gov in advance of the October 3rd meeting.

sunvalleyidaho.gov in advance of the October 3rd meeting.

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 18, 2024

NOTICE OF APPLICATION TO APPROPRIATE PUBLIC WATERS

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

37-23594
DILLON WITMER
PO BOX 5005
KETCHUM, ID 83340-5060
Point of Diversion SESE S23 T05N R17E BLAINE County Source GROUND WATER Tributary
Use: DOMESTIC 1/1 to 12/31 0.04 CFS
Total Diversion: 0.04 CFS
Date Filed: 07-17-2024
Place Of Use: DOMESTIC T05N R17E S23 SESE

Application proposes diversion of up to 0.04 cfs from a proposed well for domestic use. The water is for in-house (culinary) use only and the wastewater will be discharged into a private septic system. Irrigation will be provided by existing ground water right 37-7296A. The place of use and point of diversion are located approximately 4.4 miles north and 1.2 miles west of the intersection of Main Street and Sun Valley Road in Ketchum. This application proposes to appropriate trust water and will be evaluated in compliance with Section 42-203C, Idaho Code, and IDWR's Water Appropriation Rules, IDAPA 37.03.08.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT TRANSFER NO. 89217

FLYING SQUIRREL PRODUCTIONS LLC, PO BOX 4938, KETCHUM, ID 83340-4940 has filed Application No. 89217 for changes to the following water rights within BLAINE County(s): Right No(s) 37-21863, 37-21880, 37-21897, 37-21914, 37-21931, 37-21976. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes to change the place of use (POU) and point of diversion (POD) for a 9.0 acre portion of a ground water irrigation right, and change the POU of a 9.0 acre portion of five companion Big Wood River irrigation rights, all with a total flow rate of 0.321 cfs. The POU will move to adjacent property located approximately 2.3 miles south and 0.3 mile east of the intersection of Main Street and Gannett Road in Bellevue. The ground water POD will be moved to an existing well located within the proposed POU, while the surface water rights will retain their present POD.

Permits will be subject to all prior water rights. For additional information concerning the property locations, contact Southern Region office at (208) 736-3033; or for a full description of the rights &/or proposed transfer, please see <https://research.idwr.idaho.gov>. Protests may be submitted based on the criteria of Sec 42-222 and 42-203A, Idaho Code. Any protest against the approval of this application(s) must be filed with the Director, Dept. of Water

Resources, Southern Region, 850 ADDISON AVE W, STE 500, TWIN FALLS, ID 83301-5858 together with a protest fee of \$25.00 for each application on or before October 7, 2024. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 18 & 25, 2024

NOTICE OF PUBLIC HEARING BEFORE THE KETCHUM CITY COUNCIL

Meeting Date: October 7, 2024
Meeting Time: 4:00 PM, or thereafter as the matter can be heard.
Meeting Location: City Hall Council Chambers, 191 5th St W, Ketchum, Idaho. The meeting will be livestreamed at www.ketchumidaho.org/meetings. Public comment may be found in person or remotely when the public comment portion of the meeting for this item is open. The link to join the webinar for the meeting is: <https://ketchumidaho-org.zoom.us/j/83927708304> Webinar ID: 839 2770 8304. This information can also be found on the meeting agenda.
Project Name: Jade Subdivision
Project Location: 205 Jade Street (Tax Lots 2511 & 5101)
Zoning: Limited Residential (LR), Mountain Overlay (MO)
Representative: Bruce Smith, Alpine Enterprises Inc.
Property Owner: Gannon Michael Tidwell; Matt G Dill
Application Type: Readjustment of Lot Lines (Lot Line Shift) application (P24-061)
Project Description: The Ketchum City Council will hold a public hearing to hear public input, consider, and take action on a Lot Line Shift application to modify the boundary line from a vertical to a horizontal plane and create equal lot sizes. The newly created Lot 1 and Lot 2 will both be 14,609 square feet in size. Lot 1 will feature a new waterline easement, ditch maintenance easement, and an access and utility easement. Lot 2 will feature a new waterline easement, ditch maintenance easement, and underground power line easement.

A copy of the Staff Report will be available on the City website at the following link <https://ketchumidaho.org/meetings>. The meeting will be livestreamed with the video feed accessible at the same link at 4:00 p.m. the day of the meeting.

NOTICE IS FURTHER GIVEN that, at the aforementioned time, all interested persons shall be given an opportunity to comment on the matter stated above. Comments and questions prior to the hearing may be directed to the Ketchum Department of Planning and Building, P.O. Box 2315, Ketchum, Idaho, 83340 or via email to participate@ketchumidaho.org. Written comments received by 5:00 PM, seven (7) days prior to the hearing will be included as an attachment to the staff report. For additional information, please call (208) 726-7801.

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 18, 2024

Corrected proof of legal notice received from Idaho Mtn Express 9/16/2024

✓ OK DM 9-16-2024

LEGAL NOTICES

As required by Idaho Code 50-222 and 50-223, the Carey Planning & Zoning Commission will consider the annexation at a public hearing and make a recommendation to the City Council at their own public hearing will make the final decision on the application. Information pertinent to this application is available for review upon request at the Carey City Hall or via email.

Written comments must be received by 5 p.m. Monday, September 30, 2024 at Carey City Hall 20482 N Main St, Carey, Idaho 83320. You may also email a response to pandzadmin@cityofcarey.org. Verbal and written comments will be heard during the public hearing. Please contact City Hall during business hours to access the meeting online or call-in.

Se invita al público a asistir y testificar en relación con la acción propuesta o también se pueden presentar comentarios por escrito a la Ciudad. Póngase en contacto con el ayuntamiento si desea solicitar ayudas para la comunicación, servicios u otras adaptaciones para su participación.

Al ser solicitada, ésta notificación puede ser proveída en un formato fácil de usar para personas con discapacidad y/o personas con conocimientos limitados del Inglés.

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 18 & 25, 2024

LEGAL NOTICE
In the District Court of Douglas
County, Nebraska

TO: Stanley Air Taxi, Inc, whose whereabouts are unknown and upon whom personal service of summons cannot be had, Defendant in said proceedings.

YOU ARE NOTIFIED that on July 11, 2023, a Complaint was filed against you in the District Court of Douglas County, Nebraska, Case Number CI 23-5439, by Czar, Inc., Plaintiff. The object and prayer of the Complaint is to quiet title in itself in a Cessna Aircraft Model U206B, registered as N3431L, Serial Number U206-0731, plus Plaintiff's costs, and all other relief afforded by Nebraska law.

You are required to answer the said Complaint on or before the **1st day of November, 2024**, or all allegations contained in the Complaint against you will be taken as true.

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 18, 25
& OCTOBER 4, 2024

LEGAL NOTICE
BLAINE COUNTY HEARING
EXAMINER
October 3, 2024, at 5:30 P.M.

On Thursday, October 3, 2024, the Blaine County Hearing Examiner will hold a public meeting beginning at 5:30 p.m. on the first floor of the County Courthouse Annex Building located at 219 First Avenue South in Hailey, Idaho. (Entrance is on the south side of the building on Walnut Street.) Public comment will be taken and entered into the record for the public hearing on the following:

ACTION ITEM: 30 Gimlet Rd - Floodplain and Wetland Conditional Use Permit: Public hearing and consideration of an application by James Daverman requesting approval for a Floodplain and Wetland Conditional Use Permit to install a flood protection wall within the wetland setback and floodplain. The property is zoned Planned Residential Development District (R-2) with areas of floodplain, floodway, riparian setback, wetland, wellhead protection, and wildlife overlay districts and is described as Lot 18 of Gimlet Subdivision #10.

ACTION ITEM: - 109 Triumph Circle - Variance: Public hearing

and consideration of an application by Miller Huntington Judge requesting a Setback Variance for the side yards and front setbacks, for a remodel with a new foundation to an existing house. The lot is .045 acres, and is zoned R-4, within Wellhead Protection Overlay. Legal description, Lot 5, Block 3 Amended Wooden Hill Subdivision in the town of Triumph.

ACTION ITEM: - 202 Cottonwood Drive - Variance: Public hearing and consideration for a Variance application on Lake Creek Sub Lot 4, Blk3 by George D and Christina Berridge to address the parcel's existing encroachments into the required rear setbacks per Blaine County Zoning Code. The property is .46 acres, zoned Low Density Residential District (R-1), and within the Mountain Overlay District SC 1 and Wellhead Protection Overlay.

This meeting is open to the public. The agenda will be posted on the Blaine County website <https://www.co.blaine.id.us/AgendaCenter> by the Thursday prior to the hearing. Please check the meeting agenda for further instructions for digital access.

The materials for this hearing are available at Land Use and Building Services at 219 First Avenue South, in Hailey and on the Blaine County webpage at www.blainecounty.org. Written comment in excess of one page should be forwarded to Blaine County at least 4 days prior to public hearing by mail or email to pzcounter@co.blaine.id.us.

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 18, 2024

PUBLIC NOTICE

BLAINE COUNTY COMMISSIONERS TO DETERMINE IF TRANSFER OF BLAINE COUNTY-OWNED PROPERTY TO IDAHO STATE POLICE FORENSIC LAB IS IN THE PUBLIC INTEREST

On Tuesday, October 1, 2024, at 9:00 a.m., in the Old County Courthouse in Hailey, Idaho, the Board of County Commissioners will consider a proposed resolution to determine if a transfer of certain property to Idaho State Police Forensic Lab is in the public interest, pursuant to Idaho Code Section 31-808(9).

Under the proposed transfer, Blaine County would transfer its personal property to Idaho State Police Forensic Lab for public use.

The County's personal property is described as follows:
Alcotest 9510 Breathalyzer

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 18, 2024

LEGAL NOTICE
BLAINE COUNTY BOARD OF COMMISSIONERS
October 8, 2024, at 1:30p.m.

On Tuesday, October 8, 2024, at 1:30p.m., the Blaine County Board of County Commissioners will hold a public meeting upstairs in the Old County Courthouse located at 206 First Ave. So., in Hailey. Agenda items include the following:

ACTION ITEM: Glendale Industrial Condominiums Tax Lot 8655, FR N1/2 NENE, Sec. 23 T1N R18E: Public hearing and consideration of a Short Plat Subdivision application, preliminary plat, by Glendale Industrial, LLC to subdivide 154 self-storage units and 8 light industrial units into condominiums. The parcel is 20-acres, zoned Light Industrial (LI) District with areas of Floodplain/Floodway, and Riparian Setback Overlay Districts.

This meeting is open to the public. The meeting agenda will be posted to the Blaine County website at <https://www.co.blaine.id.us/AgendaCenter> by the

Thursday prior to the hearing. Please check the meeting agenda for instructions for digital web access.

Meeting materials are available at Land Use and Building Services at 219 First Avenue South, Hailey and on the Blaine County website at <https://www.co.blaine.id.us/189>. Written comments in excess of one page should be submitted at least 4 days prior to the public hearing by mail, e-mail to pzcounter@co.blaine.id.us.

Si habla español y necesita asistencia para leer o entender lo que se discute en esta carta, por favor de llamar la Oficina de Uso de la Tierra al (208) 788-5570 o mande un correo electrónico pzcounter@co.blaine.id.us y pregunte por Sonia.

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 18, 2024

NOTICE OF PUBLIC HEARING

The Sun Valley City Council will hold a public hearing during their regular meeting on Thursday, October 3rd, 2024, at 4:00 PM in City Hall Council Chambers, 81 Elkhorn Road, Sun Valley, ID to hear comments from the public regarding the following land use application:

SUBPA 2024-04: Plat Amendment to amend the Building Envelope. Applicant: Galena-Benchmark Engineering for property owner George Dempsey. Location: 116 Sunrise Drive (Sunrise At Elkhorn Lot 7)

Application materials are available for review by emailing cdcounter@sunvalleyidaho.gov and public comment may be submitted to nflannigan@sunvalleyidaho.gov. The meeting agenda and staff report will be available at www.sunvalleyidaho.gov in advance of the October 3rd meeting.

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 18, 2024

NOTICE OF PROPOSED CHANGE OF WATER RIGHT TRANSFER NO. 89217

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

37-23594 ← Please BOLD this #

DILLON WITMER
PO BOX 5005
KETCHUM, ID 83340-5060
Point of Diversion SESE S23 T05N R17E BLAINE County Source GROUND WATER Tributary
Use: DOMESTIC 1/1 to 12/31 0.04 CFS
Total Diversion: 0.04 CFS
Date Filed: 07-17-2024
Place Of Use: DOMESTIC
T05N R17E S23 SESE

Application proposes diversion of up to 0.04 cfs from a proposed well for domestic use. The water is for in-house (culinary) use only and the wastewater will be discharged into a private septic system. Irrigation will be provided by existing ground water right 37-7296A. The place of use and point of diversion are located approximately 4.4 miles north and 1.2 miles west of the intersection of Main Street and Sun Valley Road in Ketchum. This application proposes to appropriate trust water and will be evaluated in compliance with Section 42-203C, Idaho Code, and IDWR's Water Appropriation Rules, IDAPA 37.03.08.

FLYING SQUIRREL PRODUCTIONS LLC, PO BOX 4938, KETCHUM, ID 83340-4940 has filed Application No. 89217 for changes to the following water rights within BLAINE County(s): Right No(s): 37-21863, 37-21880, 37-21897, 37-21914, 37-21931, 37-21976. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes to change the place of use (POU) and point of diversion (POD) for a 9.0 acre portion of a ground water

irrigation right, and change the POU of a 9.0 acre portion of five companion Big Wood River irrigation rights, all with a total flow rate of 0.321 cfs. The POU will move to adjacent property located approximately 2.3 miles south and 0.3 mile east of the intersection of Main Street and Gannett Road in Bellevue. The ground water POD will be moved to an existing well located within the proposed POU, while the surface water rights will retain their present POD.

Permits will be subject to all prior water rights. For additional information concerning the property locations, contact Southern Region office at (208) 736-3033; or for a full description of the rights &/or proposed transfer, please see <https://research.idwr.idaho.gov>. Protests may be submitted based on the criteria of Sec 42-222 and 42-203A, Idaho Code. Any protest against the approval of this application(s) must be filed with the Director, Dept. of Water Resources, Southern Region, 650 ADDISON AVE W, STE 500, TWIN FALLS, ID 83301-5858 together with a protest fee of \$25.00 for each application on or before October 7, 2024. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 18 & 25, 2024

This title goes right above the line starting with "Flying Squirrel Productions..."

Proof of legal notice
from Idaho Mtn Express
received 9/13/2024

Please see changes.
DM 9/16/2024



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

September 13, 2024

FLYING SQUIRREL PRODUCTIONS LLC
PO BOX 4938
KETCHUM, ID 83340-4940

RE: Transfer No. 89217
Water Right No(s). 37-21863, 37-21880, 37-21897, 37-21914, 37-21931, 37-21976

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the **IDAHO MOUNTAIN EXPRESS on 9/18/2024 and 9/25/2024**. Protests to this application may be submitted for a period ending ten (10) days after the second publication. Any protest against this application must be filed with the Department of Water Resources, together with a protest fee of \$25.00 for each application, on or before **October 7, 2024**.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Denise Maline
Administrative Assistant

c: Brockway Engineering PLLC

Maline, Denise

From: Maline, Denise
Sent: Friday, September 13, 2024 2:25 PM
To: Sunny (WD37)
Cc: Brittany (WD37)
Subject: Comment Letter for Transfer No. 89217 (Flying Squirrel Productions LLC) and new App for Permit No. 37-23594 (Witmer)
Attachments: Comment letter to WD37 for 89217 & 37-23594.docx; Transfer No. 89217 Flying Squirrel Productions.pdf; 37-23594 Witmer.pdf

Good afternoon Sunny,

Attached is an application for permit and an application for transfer, both within WD37 currently being processed by the department. Please review the applications and provide any necessary comments within 21 days.

If you have any questions regarding this information, please feel free to contact Jim Bitzenburg at our office.

Thank you in advance & have a great weekend,

Denise @ IDWR Twin Falls



Denise Maline, Administrative Assistant I
Idaho Dept. of Water Resources, Southern Region
650 Addison Ave W Ste 500
Twin Falls ID 83301-5858
(208) 293-9908
denise.maline@idwr.idaho.gov



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

September 13, 2024

SUNNY HEALEY
WATER DISTRICT 37
107 W 1ST
SHOSHONE, ID 83352

Re: Transfer No. 89217 (Flying Squirrel Productions LLC)
Water Right No(s). 37-21863, 37-21880, 37-21897, 37-21914, 37-21931, 37-21976

Re: Application for Permit No. 37-23594 (Dillon Witmer)

Dear Sunny:

The Idaho Department of Water Resources (IDWR) is seeking written comment and/or recommendations from you regarding the above referenced water right application. You can find a copy of the application at:
<https://idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>. Please review the application, then complete the enclosed recommendation form and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the watermaster, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR can finish reviewing an unprotested application as soon as the protest period has passed. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

Maline, Denise

From: Maline, Denise
Sent: Friday, September 13, 2024 2:21 PM
To: Dawson,Bradley
Subject: Comment Letter for Transfer No. 89217 - Flying Squirrel Productions
Attachments: Comment letter to F&G for 89217.docx; Transfer No. 89217 Flying Squirrel Productions.pdf

Hi Bradley,

Attached is an application for transfer currently being processed by the department. Please review the application and provide any necessary comments within 21 days.

If you have any questions regarding this information, please feel free to contact Jim Bitzenburg at our office.

Thank you in advance & have a good weekend,

Denise @ IDWR Twin Falls



Denise Maline, Administrative Assistant I
Idaho Dept. of Water Resources, Southern Region
650 Addison Ave W Ste 500
Twin Falls ID 83301-5858
(208) 293-9908
denise.maline@idwr.idaho.gov



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Governor Brad Little

Director Mathew Weaver

September 13, 2024

IDAHO DEPT OF FISH & GAME
BRADLEY DAWSON
324 S 417 E STE 1
JEROME ID 83338-6206

Re: Transfer No. 89217 (Flying Squirrel Productions LLC)
Water Right No(s). 37-21863, 37-21880, 37-21897, 37-21914, 37-21931, 37-21976

Dear Mr. Dawson:

The Idaho Department of Water Resources (IDWR) is seeking written comment and/or recommendations from your organization regarding the above referenced water right application. *You can find a complete copy of the application(s) at:* <https://idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>. Please review the application, complete the enclosed recommendation form, and submit it to this office within 21 days of the date of this letter.

IDWR can finish reviewing an unprotested application as soon as the protest period has passed. Therefore, your prompt response to this request is appreciated. If your organization desires to formally protest the approval of this application, you may do so after the notice is published by filing a written protest along with a \$25.00 filing fee within 10 days after final publication **(on or before October 7, 2024)**.

Please contact this office if you have any questions regarding the application.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

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Governor Brad Little

Director Mathew Weaver

September 13, 2024

WOOD RIVER VALLEY IRRIGATION DISTRICT #45
PO BOX 2223
HAILEY ID 83333-2233

Re: Transfer No(s). 89217 (Flying Squirrel Productions LLC)
Water Right No(s). 37-21863, 37-21880, 37-21897, 37-21914, 37-21931, 37-21976

Dear Interested Party:

The Idaho Department of Water Resources (IDWR) is seeking written comment and/or recommendations from your organization regarding the above referenced water right application. You can find a copy of the application at: <https://idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>. Please review the application, complete the enclosed recommendation form, and submit it to this office within 21 days of the date of this letter.

IDWR can finish reviewing an unprotested application as soon as the protest period has passed. Therefore, your prompt response to this request is appreciated. If your organization desires to formally protest the approval of this application, you may do so after the notice is published by filing a written protest along with a \$25.00 filing fee within 10 days after final publication (**on or before October 7, 2024**).

Please contact this office if you have any questions regarding the application.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

Maline, Denise

From: Maline, Denise
Sent: Thursday, September 12, 2024 2:01 PM
To: Idaho Mountain Express
Subject: LEGAL NOTICE
Attachments: Idaho Mtn Express cover letter.docx; Idaho Mtn Express ad.docx

Good afternoon,

Attached please find **(1)** legal notice being submitted for publication on September 18th & 25th, 2024. Please let me know if there are any questions or if you are not able to run the ad on the dates requested.

Thank you in advance,

Denise @ IDWR Twin Falls, Idaho



Denise Maline, Administrative Assistant I
Idaho Dept. of Water Resources, Southern Region
650 Addison Ave W Ste 500
Twin Falls ID 83301-5858
(208) 293-9908
denise.maline@idwr.idaho.gov



IDAHO DEPARTMENT OF
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Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

September 12, 2024

LEGAL NOTICE DEPARTMENT
IDAHO MOUNTAIN EXPRESS
PO BOX 1013
KETCHUM, ID 83340-0990

Re: Application for Permit No. 37-23594

Re: Transfer No. 89217

Water Right No(s). 37-21863, 37-21880, 37-21897, 37-21914, 37-21931, 37-21976

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before October 7, 2024. Your cooperation is appreciated.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant

Enclosure(s)

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

37-23594

DILLON WITMER

PO BOX 5005

KETCHUM, ID 83340-5060

Point of Diversion SESE S23 T05N R17E BLAINE County Source GROUND WATER Tributary

Use: DOMESTIC 1/1 to 12/31 0.04 CFS

Total Diversion: 0.04 CFS

Date Filed: 07-17-2024

Place Of Use: DOMESTIC

T05N R17E S23 SESE

Application proposes diversion of up to 0.04 cfs from a proposed well for domestic use. The water is for in-house (culinary) use only and the wastewater will be discharged into a private septic system. Irrigation will be provided by existing ground water right 37-7296A. The place of use and point of diversion are located approximately 4.4 miles north and 1.2 miles west of the intersection of Main Street and Sun Valley Road in Ketchum. This application proposes to appropriate trust water and will be evaluated in compliance with Section 42-203C, Idaho Code, and IDWR's Water Appropriation Rules, IDAPA 37.03.08.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT TRANSFER NO. 89217

FLYING SQUIRREL PRODUCTIONS LLC, PO BOX 4938, KETCHUM, ID 83340-4940 has filed Application No. 89217 for changes to the following water rights within BLAINE County(s): Right No(s). 37-21863, 37-21880, 37-21897, 37-21914, 37-21931, 37-21976. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes to change the place of use (POU) and point of diversion (POD) for a 9.0 acre portion of a ground water irrigation right, and change the POU of a 9.0 acre portion of five companion Big Wood River irrigation rights, all with a total flow rate of 0.321 cfs. The POU will move to adjacent property located approximately 2.3 miles south and 0.3 mile east of the intersection of Main Street and Gannett Road in Bellevue. The ground water POD will be moved to an existing well located within the proposed POU, while the surface water rights will retain their present POD.

Permits will be subject to all prior water rights. For additional information concerning the property locations, contact Southern Region office at (208) 736-3033; or for a full description of the rights &/or proposed transfer, please see <https://research.idwr.idaho.gov>. Protests may be submitted based on the criteria of Sec 42-222 and 42-203A, Idaho Code. Any protest against the approval of this application(s) must be filed with the Director, Dept. of Water Resources, Southern Region, 650 ADDISON AVE W, STE 500, TWIN FALLS, ID 83301-5858 together with a protest fee of \$25.00 for each application on or before **October 7, 2024**. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on September 18th & 25th, 2024

Bitzenburg, James

From: Zach Latham <zlatham@gmail.com>
Sent: Friday, August 9, 2024 7:48 AM
To: Bitzenburg, James
Cc: Jonathan Neeley; Zach Latham
Subject: Re: Flying Squirrel transfer

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Jim-

The applicant plans to use the rights after they are released from the bank. The rights are leased and rented out, so there is no opportunity to release them early unfortunately. The applicant currently has multiple water bank rentals through 2025, and we will likely need to secure a subsequent rental until the rights in the transfer are freed up to be used.

Thanks again and please let me know if you have any questions-

Zach

Sent from my iPhone

On Aug 7, 2024, at 18:27, Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov> wrote:

Zach-

I do have another question. The rights in the transfer are leased into the Bank through 2027 and rented out through the end of this year. What is the plan? Will the lease be terminated for the transferring portion at the end of this year? The ground at the new place of use won't be able to be irrigated with the transferring water until the lease expires, but maybe that is okay if development is a few years off.

Let me know which direction they plan to go with this. Thank you.

Jim

From: Zach Latham <zlatham@gmail.com>
Sent: Wednesday, August 7, 2024 12:39 AM
To: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Cc: Jonathan Neeley <jneeley@briodest.com>
Subject: Re: Flying Squirrel transfer

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Thank you Jim!! I will check in with you middle of next week.
Please let me know if you have any additional questions-
Zach

Sent from my iPhone

On Aug 6, 2024, at 17:41, Bitzenburg, James
<James.Bitzenburg@idwr.idaho.gov> wrote:

Zach-

I talked to Corey about the issues brought up in my email- I made the changes on the signature page and referenced your email, so I am moving ahead with the data entry and I'm sending an email to Greg to get the shapefile for the irrigation shape at the proposed POU.

Thanks for getting back to me and enjoy your trip.

Jim

From: Zach Latham <zlatham@gmail.com>
Sent: Friday, August 2, 2024 10:52 PM
To: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Cc: Skinner, Corey <Corey.Skinner@idwr.idaho.gov>; Jonathan Neeley <jneeley@briodest.com>
Subject: Re: Flying Squirrel transfer

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Jim-

Thanks for the email, I'm traveling so I apologize for the late response.
As the purchase of the portions of the water named in the transfer will occur after transfer approval, ownership will change after it's finalized. I had understood that the transfer could be filed in the name of Flying Squirrel Productions LLC and not the owner, and there would be no additional fee

until ownership was changed post-approval. If we need to submit an extra \$25/water right, we can write another check for \$150 for the 6 rights if Corey says that's required so please let me know.

On page 2, I am not authorized to sign, original doc's need to go to the applicant with copies to me please. I believe this box was checked but must not have been when printed, as with the change in POD box. The pg. 4 item 5 box should be checked yes as these rights are in fact in the WSB. We can get an updated page 2 signed if absolutely necessary although the applicant is copied here and can likely approve these requests via a response to this email, does that work?

Please advise, thanks again-
Zach.

On Fri, Aug 2, 2024 at 7:18 PM Bitzenburg, James
<James.Bitzenburg@idwr.idaho.gov> wrote:

Zach-

I am working on the Flying Squirrel Productions transfer, and I sent you an email earlier in the week regarding the application. I started doing some data entry on the transfer (#89217), and there were a couple of items that needed to be cleared up before we get too far into it. It appears that the applicant wishes to change ownership of the portions of the rights transferring to the Flying Squirrel property into Flying Squirrel Productions, LLC. The fee submitted with the transfer only covered the cost of the flow rate changing, and not for changes of ownership of any of the rights. Does the applicant wish to change ownership after the transfer approval? On page 2 of the application, the ownership change box is checked, but you don't mention a change of ownership in your cover letter. If the change is done after the transfer is approved, the fee would be lower (\$25/right vs. \$100/right).

On page 2 of the transfer, in the representative information section, the applicant needs to check the appropriate box regarding correspondence, and the appropriate box regarding authority to sign. Also, because the ground water right point of diversion is changing, that box needs to be checked under section A. Purpose of Transfer. Because the correspondence and authority to sign boxes weren't checked when the application was signed, we'll need a new page 2 and a new signature.

A small detail, but, on page 4, item 5. g., on the "currently leased to the Water Supply Bank" question, the 'No' box is checked.

I'll let you know if anything else shows up as I go through the process, and thank you for your assistance.

Jim

Jim Bitzenburg

Water Rights Supervisor

Idaho Department of Water Resources

Southern Regional Office

Phone (208)-293-9909

james.bitzenburg@idwr.idaho.gov

Bitzenburg, James

From: Condon, Mary
Sent: Wednesday, August 7, 2024 9:33 AM
To: Bitzenburg, James
Subject: RE: Water right transfer involving rights leased into the Bank - Bellevue Farms LOA

Jim,

Thank you for sending these over. I know I spoke to someone who is representing them earlier this year and I let them know that they will need to file a new lease application and filing fee to reduce the acres under lease, otherwise the transferred acres are still considered leased to the bank. If they want to terminate the contract, they can submit the Request to Release a Water Right from the Bank form. This notice to the applicant is also in paragraph 4 on the WSB attachment form they included with the transfer application.

Have a great day!
Mary

From: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Sent: Wednesday, August 7, 2024 9:20 AM
To: Condon, Mary <Mary.Condon@idwr.idaho.gov>
Subject: RE: Water right transfer involving rights leased into the Bank - Bellevue Farms LOA

Mary-

Thank you for the quick response. I've attached the WSB form and maps submitted with the application. I'm not sure if the maps are labeled quite the way they are supposed to be, but he is showing the 'from' acres and the assumption is that the other map is the 'to' acres and also the acres to be idled. I'll email the representative to see what the intent is- whether they plan to terminate the entire lease at the end of the year, or just a portion, or if there is another idea.

I appreciate your assistance; you are always very helpful.

Jim

From: Condon, Mary <Mary.Condon@idwr.idaho.gov>
Sent: Wednesday, August 7, 2024 8:57 AM
To: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Cc: Bank <Bank@idwr.idaho.gov>
Subject: RE: Water right transfer involving rights leased into the Bank - Bellevue Farms LOA

Good morning, Jim,

The entirety of the lease is rented for years 2023-2024. The rental will expire 12/31/2024, but the lease will not expire until 2027. Did the application for transfer include the WSB attachment for the acres which would be leased after the transfer and a map of the idled acres?

Thanks,

Mary

Mary Condon
Water Supply Bank Program Coordinator



From: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Sent: Wednesday, August 7, 2024 8:50 AM
To: Condon, Mary <Mary.Condon@idwr.idaho.gov>
Subject: Water right transfer involving rights leased into the Bank

Mary-

I'm processing an *Application for Transfer* which proposes splitting off a portion of six rights that are leased into the Bank, and I was wondering if the rights have been rented out. The rights are: 37-21863, 37-21880, 37-21897, 37-21914, 37-21931, 37-21976. The transfer proposes moving the split portion to an adjacent property.

Thank you for helping me out with this.

Jim

Jim Bitzenburg
Water Rights Supervisor
Idaho Department of Water Resources
Southern Regional Office
Phone (208)-293-9909
james.bitzenburg@idwr.idaho.gov

TRANSFER SYNOPSIS

Date: August 6, 2024
To: Flying Squirrel Productions, LLC transfer #89217 file
From: Jim Bitzenburg
Re: Summary of transfer

Application for transfer proposes to change the place of use (POU) and point of diversion (POD) for a 9.0 acre portion of a ground water irrigation right, and change the POU of a 9.0 acre portion of five companion Big Wood River irrigation rights, all with a total flow rate of 0.321 cfs. The POU will move to adjacent property located approximately 2.3 miles south and 0.3 mile east of the intersection of Main Street and Gannett Road in Bellevue. The ground water POD will be moved to an existing well located within the proposed POU, while the surface water rights will retain their present POD.

All six rights are currently leased into the Water Supply Bank (WSB) through 2027, and rented out from the WSB through the end of 2024. Email communication (see file) with the representative indicates that the applicant does not plan to utilize the rights until they are released from the WSB.

This transfer will be advertised and comments will be sought from the Watermaster of Water District 37. Wood River Irrigation District #45, the operators of the canal delivering the Big Wood River rights, will be informed of the transfer.

The rights involved in the transfer are:

<u>WR #</u>	<u>Flow Rate</u>	<u>Volume</u>	<u>Source</u>	<u>POU</u>	<u>Use</u>
37-21976	0.59 cfs	86.1 AF	Ground Water	24.6 acres	Irrigation
37-21863	0.138 cfs		Big Wood River	27.7 acres	Irrigation
37-21931	0.165 cfs		Big Wood River	27.7 acres	Irrigation
37-21914	0.002 cfs		Big Wood River	27.7 acres	Irrigation
37-21897	0.012 cfs		Big Wood River	27.7 acres	Irrigation
37-21880	0.002 cfs		Big Wood River	27.7 acres	Irrigation

FEE MEMORANDUM

Date: August 6, 2024
To: Flying Squirrel Productions, LLC transfer #89217 file
From: Jim Bitzenburg
Re: Receipting/disposition of fees paid

This transfer was filed on July 15, 2024 and splits off 9.0 acres from a ground water irrigation right, and 9.0 acres from five Big Wood River irrigation rights. The entire flow rate of the split portions, 0.321 cfs, is used to calculate the fee because it can be diverted from the proposed PODs. The fee, from the transfer fee schedule, is \$500.00 and was paid by Brockway Engineering with check #18101, IDWR receipt #S040285.



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

JUL 15 2024

DEPT. OF WATER RESOURCES
SOUTHERN REGION

July 15th, 2024

Mr. Corey Skinner
Idaho Department of Water Resources
650 Addison Ave W, Ste 500.
Twin Falls, ID 83301-3380

RE: Flying Squirrel Productions LLC; Water Right Transfer Application.

Dear Corey,

Enclosed is a water right transfer application filed in the name of Flying Squirrel Productions LLC (Applicant), involving five Big Wood River irrigation water rights and one ground water irrigation right currently authorized to irrigate 27.7 and 24.6 acres respectively within the Bellevue Farms Subdivision south of Bellevue, ID. The six irrigation water rights named in the application are currently owned by the Bellevue Farms Landowners Association Inc. (BFLA).

The transfer seeks to move 9.0 acres of all six irrigation rights to property owned by the Applicant. A change in use is not contemplated in this application; the rights will continue to be used for irrigation after transfer approval. Please see the attachment describing consent to file the application, signed by the President of the BFLA.

An operating agreement has been attached which authorizes the manager of Flying Squirrel Productions LLC to sign on the LLC's behalf. Additionally, a warranty deed has been included showing that the proposed POU is owned by the Applicant.

The proposed point of diversion for the surface water rights remains unchanged at the head of the Wood River Valley Irrigation District #45 Canal. The proposed ground water point of diversion is an existing well on the Flying Squirrel LLC property. All six water rights named in the application are currently leased to the Water Supply Bank through 2027 and therefore a Water Supply Bank attachment has been included.

Please copy our office and Brockway Engineering on all correspondence regarding this water right transfer application. Also included is a check for \$500.00 to cover the cost of the water right transfer application. Don't hesitate to give me a call should you have any further questions or comments.

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

Regards,

Zach Latham, M.S., Hydrologist.

Enclosures: (1) Water Right Transfer Application, Part 2A's, Part 2B's.
(1) Flying Squirrel Operating Agreement.
(1) Consent to File Exhibit.
(1) Warranty Deed.
(1) Attachment 7A Map.
(1) W9 Form.
(1) Attachment WSB.
(1) Attachment 7B Map.
(1) Brockway Engineering Check # _____.

Cc: Flying Squirrel Productions LLC
Bellevue Farms Landowners Assn. Inc.
Mr. Tom Burchett
Mr. Michael Lawrence