Form 42-248/42-1409(6) Rev. 7/21

RECEIVED
NOV 07 2022
WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-32894	Yes ■	Yes ☐		Yes ☐	Yes ☐
Split into 63-35354	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Richard A and Pamela S Pavelek
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Marquis Development Group LLC
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ☐ **or**

   2372 S Via Privada Ln (Mailing address) | Boise (City) | ID (State) | 83716-4750 (Zip)

   208-881-1628 (Telephone) | Chomco@Tealpointcustomhomes.com (Email)

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ■ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 12/29/2021.

6. Do you own the land identified as the water right place of use? Yes ■ No ☐
   - o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ■ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ■ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ■ Filing fee (see instructions for further explanation):
     - o $25 per *undivided* water right.
     - o $100 per *split* water right.
     - o No fee is required for pending adjudication claims.

   SUPPORT DATA
   IN FILE # 63-32894

   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Omar C Santana II (Signature of new owner/claimant) | President (Title, if applicable) | 5/26/22 (Date)
   Omar C Santana II (Print name)

   Signature: _____ (Signature of new owner/claimant) | _____ (Title, if applicable) | _____ (Date)
   _____ (Print name)

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For IDWR Office Use Only:

Receipted by CA Date 11/07/2022 Receipt No. W050878 Receipt Amt. $100.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by LM Processed by LM Date 11.29.2022

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=3 DAN RYALLS
FIDELITY NATIONAL TITLE EAGLE - 485 E

2021-181900
12/29/2021 03:54 PM
$15.00

Fidelity National Title

Escrow No.: 34602130424-AC

WARRANTY DEED

FOR VALUE RECEIVED

Richard A Pavelek and Pamela S Pavelek, husband and wife, as community property with right of survivorship

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Marquis Development Group LLC, an Idaho Limited Liability Company

GRANTEE(S), whose current address is: **2372 S Via Privada Lane, Boise, ID 83716-4750**

the following described real property in Ada County, Idaho, more particularly described as follows, to wit:

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

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

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Effective this 21st day of December, 2021.

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WARRANTY DEED
(continued)

Richard A Pavelek

Pamela S Pavelek

STATE OF Idaho, COUNTY OF Ada, -ss.

On this 23rd day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard A Pavelek and Pamela S Pavelek known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

Signature: _____
Name: _____
Residing at: Star ID
My Commission Expires: _____

(SEAL)

MICHELE WILKEY
COMMISSION #20180319
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/16/2024

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): S1012446605

PARCEL B

A parcel of Land being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 3 North, Range 2 East, Boise Meridian as shown on Record of Survey No. 13122, on file under Instrument No. 2021-156546 in the Office of the Recorder for Ada County, Idaho, said parcel being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 12, marked by a brass cap; thence
Along the South line of said Section 12
North 89°57'48" West, 703.84 feet to the Southwest corner of Lot 1 of Block 5 of NATIVA TERRA SUBDIVISION as on file in Book 79 of Plats at Page 8359 in the Office of the Recorder for Ada County, Idaho, said point being the POINT OF BEGINNING, marked by an iron pin; thence continuing
North 89°57'48" West, 200.36 to an iron pin; thence leaving said South line
North 19°13'49" East, 186.93 feet to an iron pin; thence
North 40°00'00" West, 121.22 feet to an iron pin; thence
North 24°00'00" East, 101.24 feet to an iron pin; thence at right angles
North 66°00'00" West, 223.00 feet to an iron pin; thence
North 24°45'00" West, 74.00 feet to a point on a line that is parallel with and 50.00 feet East of the East line of Lot 13 of Block 2 of said NATIVA TERRA SUBDIVISION, marked by an iron pin; thence along said parallel line
North 00°02'44" West, 71.33 feet to a point on the Southerly right-of-way line of North Bene Posto Place, marked by an iron pin; thence along said Southerly right-of-way line along the arc of a curve to the left whose radius is 50.00 feet, whose central angle is 148°55'54", whose length is 129.97 feet and whose long chord bears
North 15°29'19" East, 96.35 feet to a point of reverse curve, marked by an iron pin; thence continuing along the arc of a curve to the right having a radius of 20.00 feet, a central angle of 112°41'44", a length of 39.34 feet and a long chord that bears
North 02°37'46" West, 33.30 feet to a point of compound curve, marked by an iron pin; thence continuing along the arc of a curve to the right having a radius of 79.00 feet, a central angle of 36°14'10", a length of 49.96 feet and a long chord that bears
North 71°50'11" East, 49.13 feet to a point of tangent, marked by an iron pin; thence continuing
North 89°57'16" East, 228.24 feet to a Point of Curvature, marked by an iron pin; thence continuing along the arc of a curve to the left having a radius of 121.00 feet, a central angle of 62°56'00", a length of 132.91 feet and a long chord that bears
North 58°29'16" East, 126.32 feet to a point of tangent; thence continuing
North 27°01'16" East, 66.58 feet to a point on the Westerly line of said Lot 1; thence leaving said Southeasterly right-of-way along said Westerly line
South 62°58'44" East, 61.00 feet to an iron pin; thence continuing
South 12°00'24" West, 336.25 feet to an iron pin; thence continuing
South 01°16'34" West, 501.68 feet to the POINT OF BEGINNING.

The current owner is retaining one acre of water right 63-32894 and that Parcel B is being conveyed with four acres of water right 63-32894

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THIS INSTRUMENT FILED FOR RECORD BY FIDELITY NATIONAL TITLE AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=8 CHE FOWLER
FIDELITY NATIONAL TITLE - BOISE

2022-004115
01/12/2022 01:40 PM
$31.00

TEMPORARY SHARED WELL AGREEMENT

This Temporary Shared Well Agreement (this "**Agreement**") is made effective as of December 29, 2021 (the "**Effective Date**"), by and between Richard A. Pavelek and Pamela S. Pavelek, husband and wife ("**Pavelek**") and Marquis Development Group LLC, an Idaho limited liability company ("**Marquis**").

RECITALS

A. Pavelek owns the real property located at 100 N. Bene Posto Place, Boise, Idaho 83702 and legally described on Exhibit A, attached hereto ("**Parcel A**").

B. Marquis owns the real property located at 248 N. Bene Posto Place, Boise, Idaho 83702 and legally described on Exhibit B, attached hereto ("**Parcel B**").

C. There is an existing groundwater pump and well (the "**Well**") located on Parcel B that (a) serves as the point of diversion for irrigation water for Idaho Water Right No. 63-32894, which provides irrigation water for up to five (5) acres on Parcel B; and (b) serves as the point of diversion for a domestic water for the existing single-family residence on Parcel A.

D. There is an existing water delivery system (comprised of pipes, values, controls and appurtenances) (the "**Water Delivery System**") located on Parcel B that delivers water from the Well for use on Parcel A and Parcel B.

E. The existing power supply and controls for the Well and Water Delivery System are located on Parcel A.

F. As of the Effective Date, Marquis purchased Parcel B from Pavelek, and the terms of the purchase agreement provides for (a) Pavelek to reserve one-fifth (1/5) of the Idaho Water Right No. 63-32894 for irrigation of Parcel A; and (b) allows Pavelek to continue to use the Well and Water Delivery System for a period of time until Pavelek establishes a well on Parcel A to serve the domestic and irrigation needs of Parcel A.

G. The parties desire to enter into this Agreement to memorize there of their agreement to temporarily share the Well and the Water Delivery System.

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals above, which are incorporated below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pavelek and Marquis hereby agree as follows:

1. **WATER RIGHTS.** Pavelek and Marquis agree that one-fifth (1/5) of the Water Right 63-32894 is owned by Pavelek (the "**63-32894A**") and four-fifths (4/5) of the Water Right 63-32894 is owned by Marquis. Pavelek and Marquis will cooperate with each other with respect to any applications to the Idaho Department of Water Resources to effectuate and memorialize the division of Idaho Water

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THIS INSTRUMENT FILED FOR RECORD
BY FIDELITY NATIONAL TITLE AS AN
ACCOMMODATION ONLY. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS AFFECT UPON THE TITLE.

TEMPORARY SHARED WELL AGREEMENT

This Temporary Shared Well Agreement (this "**Agreement**") is made effective as of December 29, 2021 (the "**Effective Date**"), by and between Richard A. Pavelek and Pamela S. Pavelek, husband and wife ("**Pavelek**") and Marquis Development Group LLC, an Idaho limited liability company ("**Marquis**").

RECITALS

A. Pavelek owns the real property located at 100 N. Bene Posto Place, Boise, Idaho 83702 and legally described on Exhibit A, attached hereto ("**Parcel A**").

B. Marquis owns the real property located at 248 N. Bene Posto Place, Boise, Idaho 83702 and legally described on Exhibit B, attached hereto ("**Parcel B**").

C. There is an existing groundwater pump and well (the "**Well**") located on Parcel B that (a) serves as the point of diversion for irrigation water for Idaho Water Right No. 63-32894, which provides irrigation water for up to five (5) acres on Parcel B; and (b) serves as the point of diversion for a domestic water for the existing single-family residence on Parcel A.

D. There is an existing water delivery system (comprised of pipes, values, controls and appurtenances) (the "**Water Delivery System**") located on Parcel B that delivers water from the Well for use on Parcel A and Parcel B.

E. The existing power supply and controls for the Well and Water Delivery System are located on Parcel A.

F. As of the Effective Date, Marquis purchased Parcel B from Pavelek, and the terms of the purchase agreement provides for (a) Pavelek to reserve one-fifth (1/5) of the Idaho Water Right No. 63-32894 for irrigation of Parcel A; and (b) allows Pavelek to continue to use the Well and Water Delivery System for a period of time until Pavelek establishes a well on Parcel A to serve the domestic and irrigation needs of Parcel A.

G. The parties desire to enter into this Agreement to memorize there of their agreement to temporarily share the Well and the Water Delivery System.

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals above, which are incorporated below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pavelek and Marquis hereby agree as follows:

1. **WATER RIGHTS.** Pavelek and Marquis agree that one-fifth (1/5) of the Water Right 63-32894 is owned by Pavelek (the "**63-32894A**") and four-fifths (4/5) of the Water Right 63-32894 is owned by Marquis. Pavelek and Marquis will cooperate with each other with respect to any applications to the Idaho Department of Water Resources to effectuate and memorialize the division of Idaho Water

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Right 63-32894 as set forth herein, including Pavelek's application to transfer point of diversion and place of use of the 63-32894A to Parcel A, and the transfer of the point of diversion of the existing domestic water right from the Well to Parcel A.

2. **EASEMENTS FOR WELL AND WATER DELIVERY SYSTEM**

a. **Grant of Easements.** Marquis hereby grants to Pavelek a non-exclusive easement over the Well and the Water Delivery System for the purposes of the use, operation, inspection, maintenance, repair and replacement of the Well and the Water Delivery System. Pavelek hereby grants to Marquis a non-exclusive easement over the portion of Parcel A (but not the interior of any structure) for the use and operation of the power supply and controls for the Well and Water System. The easement areas include all areas where the Well, Water System, power supply and controls exists as on the Effective Date, and will include such additional lands around such elements as may be reasonably necessary for either party to conduct the use, operation, inspection, maintenance and repair of the Well, Water Delivery System, power supply and controls using normal equipment; but in any event the easements will not extend more than five (5) feet on each side of the applicable element, and reasonable access thereto). Each party have the right to use the easement areas for any purpose that is not inconsistent with the use of the easement areas pursuant to this Agreement. Each party agrees to promptly execute any amendment to this Agreement reasonably requested by the other party to memorialize the location and boundaries of the easement areas.

b. **Relocation of Easement Areas.** Either party will have the right to relocate the portion of the easement area on their respective parcel from time to time as desired by that party; provided, however (a) such relocation will be at moving party's expense; and (b) the access point for the Water Delivery System at the boundary of Parcel A may not be relocated without the written consent of Pavelek (which consent will not be unreasonably withheld, delayed or conditioned). In the event of relocation of an easement areas, each party agrees to promptly execute any amendment to this Agreement reasonably requested by the other party to memorialize the location and boundaries of the easement areas.

3. **SHARING OF WELL AND WATER DELIVERY SYSTEM**

a. **Well.** The parties agree that Pavelek will have the right to use the Well and the water it produces for ordinary domestic purposes in accordance with Pavelek's domestic water right. The parties agree that they will each have the right to use the Well and the balance of the water it produces for the purpose of irrigating the lands benefited by this Agreement, with Pavelek entitled to 20% of the water and Marquis entitled to 80% of the water. The parties agree to work together in good faith to coordinate and equitably share their use of the Well. Neither party will use all of the water flow capacity from the Well, but will leave sufficient water flow capacity for use by the other party. No additional lands may be irrigated with water from the Well without the prior written consent of both parties (which consent will not be unreasonably withheld).

b. **Electricity Use.** No later than expiration of the term of this Agreement, Marquis shall establish a separate power source for the electricity service to the Well. Pending establishment of the separate power source, Pavelek agrees to install a separate meter for the electricity service to the Well. The parties agree to share such electricity charges equally (and if either party pays the electricity charges to the power service provider, then the other party will reimburse the incurring party for one-half of the charges promptly after receipt of reasonable evidence of such charges). Either party may install separate electrical service to the Well at their own expense, in which case each party will pay for the electrical use for its

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own service. The parties agree to reasonably cooperate with each other with respect to electrical service and controls for the Well and use thereof.

c. **Maintenance and Repair.** The parties agree to work together into good faith to jointly inspect, maintain and repair the Well and the shared portion of the Water Delivery System such that it reliably and consistently produces water in sufficient quantities to satisfy the reasonable domestic and irrigation needs of both parties. Nothing herein will require the parties to deepen the Well or drill a replacement well. The parties will share the expenses of the foregoing activities in the ratio of 80% Marquis and 20% Pavelek; provided, however, each party will bear the entire expense of any inspections, testing, maintenance, repairs and replacements made necessary by the acts or neglect of such party or its employees, agents or contractors. Either party may incur ordinary expenses associated with the Well (e.g., routine maintenance), and the other party will reimburse the incurring party promptly after receipt of reasonable evidence of such expenses. Any extraordinary expenses associated with the Well must be agreed to prior to incurring such expense, and such expenses will be paid by each party before or when the expenses are incurred based on quotes, estimates or invoices as the case may be. Neither party will materially modify the Well without the prior written consent of the other party.

d. **Expenses Not Shared.** Except as expressly provided otherwise in this Agreement, each party will be solely responsible for any expenses related to use of the Well and Water Delivery System incurred by that party, including any expenses related to water quality testing. Each party will be responsible for the inspection, maintenance and repair any portions of the Water Delivery Service used only by that party.

e. **Prohibited Activities.** During the term of this Agreement, Marquis agrees not to knowingly do anything on Parcel B that would impair the ability of the Well to serve as domestic water source for the occupants of Parcel A (e.g., any activities prohibited by the Central District Health Department is proximity to domestic water wells).

4. **TERM; TERMINATION.** This Agreement will expire on the earlier of (a) January 1, 2023; (b) thirty (30) days after the first operation of any water well on Parcel A for domestic or irrigation purposes; or (c) sixty (60) days after Pavelek notifies Marquis that Pavelek no longer desires to use the Well or Water System. In the event of any termination of this Agreement, Pavelek will promptly execute any instrument (in recordable form) reasonably requested by Marquis' to memorialize the termination of record (which obligation will survive any termination of this Agreement).

5. **PAYMENT DEFAULT.** If either party fails to pay its share of the expenses set forth in Section 2.a when due, the other party may pay the defaulting party's share and charge the defaulting party interest thereon at the applicable legal rate in Idaho until paid in full. If the defaulting party does not pay its share within thirty (30) days of the date such charged are paid by the other party, the other party will have the right to enforce the obligation in any manner permitted by applicable law.

6. **INDEMNIFICATION.** Pavelek agrees to defend, indemnify and hold harmless Marquis from any claims, damages, losses or expenses (including reasonable attorneys' fees) arising from the use the easement areas on Parcel B pursuant to this Agreement by Pavelek or its agents, employees or contractors; provided, however, nothing herein will require Pavelek to indemnify, defend or hold Marquis harmless from any claims, damages, losses or expenses arising from the negligence or misconduct of Marquis or its employees, agents or contractors. Marquis agrees to defend, indemnify and hold harmless Pavelek from any claims, damages, losses or expenses (including reasonable attorneys' fees) arising from the use the easement areas on Parcel A pursuant to this Agreement by Marquis or its agents, employees or contractors; provided, however, nothing herein will require Marquis to indemnify, defend or hold Pavelek harmless from any claims, damages, losses or

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expenses arising from the negligence or misconduct of Pavelek or its employees, agents or contractors. This section will survive any termination of this Agreement.

7. **BINDING EFFECT.** This Agreement will run with the land and will be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. This Agreement will be appurtenant to Parcel A and Parcel B and will be automatically be conveyed with fee title to Parcel A and Parcel B; provided, however, if Parcel A is subdivided into lots, the Marquis may transfer its rights and obligations under this Agreement to any association comprised of owners of the lots.

8. **MODIFICATION.** This Agreement may only be modified or terminated in a written instrument executed by the then current owner of Parcel A and the then current owner of Parcel B (or, if appropriate, the owners' association assignee), which instrument will be effective when recorded in the real property records of Ada County, Idaho.

9. **GENERAL PROVISIONS.** This Agreement will be construed and interpreted in accordance with the laws of the State of Idaho. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Agreement will not constitute a waiver of such term or condition. This Agreement constitutes the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations. If a suit, action, or other proceeding arising out of or related to this Agreement is instituted by any party to this Agreement, the prevailing party will be entitled to recover its reasonable attorney fees, expert witness fees, and costs from the nonprevailing party. Each natural persons executing this Agreement on behalf of an entity does hereby certify to the other party that such person has been duly authorized to sign this Agreement on behalf of such entity.

[end of text; counterpart signature pages follow]

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COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Pavelek:

Richard A. Pavelek

Pamela S. Pavelek

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on December 29, 2021 by Richard A. Pavelek and Pamela S. Pavelek.

Notary Public

ALEC CINDRICH
COMMISSION #65119
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/27/2027

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COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Marquis: **MARQUIS DEVELOPMENT GROUP LLC, an Idaho limited liability company**

By: _____
Chomo O. Santana, Manager

STATE OF ~~IDAHO~~ Oregon)
) ss.
County of ~~Ada~~ Clackamas)

This record was acknowledged before me on December 29, 2021 by Chomo O. Santana as Manager of Marquis Development Group LLC.

_____
Notary Public

OFFICIAL STAMP
BRIAN AVERY SCHALOCK
NOTARY PUBLIC - OREGON
COMMISSION NO. 991427
MY COMMISSION EXPIRES SEPTEMBER 12, 2023

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EXHIBIT A

LEGAL DESCRIPTION OF PARCEL A

(100 N. Beno Posto Place, Boise, Idaho 83702)

A parcel of land being a portion of Lot 13 of Block 2 of Nativa Terra Subdivision as on file in Book 79 of Plats at Page 8359 in the Office of the Recorder for Ada County, Idaho and a portion of the SE 1/4 of the SE 1/4 of Section 12, T.3N., R.2E., B.M. as shown on Record of Survey No. 13122, on file under Instrument No. 2021-156546 in said Office of the Recorder for Ada County, said parcel being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 12, marked by a brass cap; thence along the South line of said Section 12

North 89°57'48" West 904.20 feet to the POINT OF BEGINNING, marked by an iron pin; thence continuing

North 89°57'48" West 380.96 feet to the Southwest corner of said SE 1/4 of the SE 1/4, marked by a stone monument; thence along the West line of said SE 1/4 of the SE 1/4

North 00°02'44" West 535.33 feet to an iron pin; thence leaving said West line at right angles

North 89°57'16" East 121.50 feet to a point on the East line of said Lot 13, marked by an iron pin; thence along said East line

North 00°02'44" West 105.37 feet to a point on the Southerly right-of-way line of North Bene Posto Place, marked by an iron pin; thence along said Southerly right-of-way line along the arc of a curve to the left whose radius is 50.00 feet, whose central angle is 90°00'00", whose length is 78.54 feet and whose long chord bears

South 45°02'44" East 70.71 feet to a point on a line that is parallel with and 50.00 feet East of said East line of Lot 13, marked by an iron pin; thence leaving said Southerly right-of-way line and along said parallel line

South 00°02'44" East 71.33 feet to an iron pin; thence
South 24°45'00" East 74.00 feet to an iron pin; thence
South 66°00'00" East 150.00 feet to an iron pin; thence at right angles
South 24°00'00" West 85.00 feet to an iron pin; thence
South 62'45'00" East 45.00 feet to an iron pin; thence
South 40°00'00" East 152.45 feet to an iron pin; thence
South 19°13'49" West 186.93 feet to the POINT OF BEGINNING.

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EXHIBIT B

LEGAL DESCRIPTION OF PARCEL B

(248 N. Beno Posto Place, Boise, Idaho 83702)

A parcel of Land being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 3 North, Range 2 East, Boise Meridian as shown on Record of Survey No. 13122, on file under Instrument No. 2021-156546 in the Office of the Recorder for Ada County, Idaho, said parcel being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 12, marked by a brass cap; thence
Along the South line of said Section 12
North 89°57'48" West, 703.84 feet to the Southwest corner of Lot 1 of Block 5 of NATIVA TERRA SUBDIVISION as on file in Book 79 of Plats at Page 8359 in the Office of the Recorder for Ada County, Idaho, said point being the POINT OF BEGINNING, marked by an iron pin; thence continuing
North 89°57'48" West, 200.36 to an iron pin; thence leaving said South line
North 19°13'49" East, 186.93 feet to an iron pin; thence
North 40°00'00" West, 121.22 feet to an iron pin; thence
North 24°00'00" East, 101.24 feet to an iron pin; thence at right angles
North 66°00'00" West, 223.00 feet to an iron pin; thence
North 24°45'00" West, 74.00 feet to a point on a line that is parallel with and 50.00 feet East of the East line of Lot 13 of Block 2 of said NATIVA TERRA SUBDIVISION, marked by an iron pin; thence along said parallel line
North 00°02'44" West, 71.33 feet to a point on the Southerly right-of-way line of North Bene Posto Place, marked by an iron pin; thence along said Southerly right-of-way line along the arc of a curve to the left whose radius is 50.00 feet, whose central angle is 148°55'54", whose length is 129.97 feet and whose long chord bears
North 15°29'19" East, 96.35 feet to a point of reverse curve, marked by an iron pin; thence continuing along the arc of a curve to the right having a radius of 20.00 feet, a central angle of 112°41'44", a length of 39.34 feet and a long chord that bears
North 02°37'46" West, 33.30 feet to a point of compound curve, marked by an iron pin; thence continuing along the arc of a curve to the right having a radius of 79.00 feet, a central angle of 36°14'10", a length of 49.96 feet and a long chord that bears
North 71°50'11" East, 49.13 feet to a point of tangent, marked by an iron pin; thence continuing
North 89°57'16" East, 228.24 feet to a Point of Curvature, marked by an iron pin; thence continuing along the arc of a curve to the left having a radius of 121.00 feet, a central angle of 62°56'00", a length of 132.91 feet and a long chord that bears
North 58°29'16" East, 126.32 feet to a point of tangent; thence continuing
North 27°01'16" East, 66.58 feet to a point on the Westerly line of said Lot 1; thence leaving said Southeasterly right-of-way along said Westerly line
South 62°58'44" East, 61.00 feet to an iron pin; thence continuing
South 12°00'24" West, 336.25 feet to an iron pin; thence continuing
South 01°16'34" West, 501.68 feet to the POINT OF BEGINNING.

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SPF WATER ENGINEERING
300 East Mallard Drive, Suite 350
Boise, Idaho 83706
Tel (208) 383-4140 Fax (208) 383-4156

63-32894
Ownership Change Notice

Marquis Development Group

DATE: 3/24/2022

USER: lgraves

PROJECT: 10339555

N
W E
S

Absolute Scale: 1:3,000

0 200 400 Feet

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DEC 2 2 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

November 29, 2022

MARQUIS DEVELOPMENT GROUP LLC
2372 S VIA PRIVADA LN
BOISE ID 83716-4750

Re: Change in Water Right Ownership: 63-32894 (Split into 63-32894 and ***63-35354***),

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 605-4633.

Sincerely,

Laura McSherry
Water Resource Agent

Enclosure(s): Proof Report, Map
c: RICHARD A PAVELEK, PAMELA S PAVELEK

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IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

November 29, 2022

RICHARD & PAMELA PAVELEK
100 N BENE POSTO PL
BOISE, ID 83712
Re: Change in Water Right Ownership: 63-32894 (Split into 63-32894 and ***63-35354***),

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 605-4633.

Sincerely,

Laura McSherry
Water Resource Agent

Enclosure(s): Proof Report, Map
c: Marquis Development Group LLC

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DEC 2 2 2022

MEMORANDUM

Date: 11/29/2022

To: Water Right File 63-32894 & 63-35354

From: Laura McSherry

Re: Ownership Change Processed Prior to Transfer No. 87290

Ownership change (including applicable fee) requested with transfer filing. A separate Notice of Ownership Change form was received. Ownership change processed prior to transfer resulting in:

WR 63-32894 to:

63-32894 (RICHARD & PAMELA PAVELEK)

63-35354 (MARQUIS DEVELOPMENT GROUP LLC)

Transfer no. 87290 will affect WRS 63-32894. The transfer applicant was not required to amend the transfer application form.

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DEC 2 2 2022

McSherry, Laura

From: McSherry, Laura
Sent: Monday, November 14, 2022 12:01 PM
To: Graves, Lori
Subject: RE: Pavelek

Hi Lori,

Ownership Change (OC):
Requires an acceptable conveyance document such as a warrant deed or a quit claim, including a legal land description.

Transfer:
Includes a map of the proposed POU that **does not** coincide with the applicant's parcel in the Assessor data nor the parcel descriptions included in the temporary well agreement.

Both applications need accurate legal land descriptions. The application map does not match either owner's parcel. The OC needs an acceptable conveyance document.

Thanks,
Laura

From: Graves, Lori <Lori.Graves@hdrinc.com>
Sent: Monday, November 14, 2022 11:08 AM
To: McSherry, Laura <Laura.McSherry@idwr.idaho.gov>
Subject: Pavelek

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.**

Hi Laura,
Thank you for your phone call. Can you please send me an email summarizing the information needed. I can then use it to seek authorization from the client for additional service. Thanks Laura.

Lori Graves
Sr. Water Rights Specialist

HDR I SPF
412 E Parkcenter Blvd, Ste 100
Boise, ID 83706
D 208.872.9519 M 208.850.4601
Lori.Graves@hdrinc.com

hdrinc.com/follow-us

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HDR | SPF

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WATER RESOURCES
WESTERN REGION

October 27, 2022

Scott Storms
Western Region Water Rights Supervisor
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705

Subject: 63-32894 Change of Ownership and Application for Transfer

Dear Scott,

Enclosed on behalf of Richard Pavelek and Marquis Development, please find the following documents.

1. Change-or-Ownership form to split water right 63-32894 between Pavelek (1 acre) and Marquis (4 acres).
2. A water right transfer application seeking to change the point of diversion for the 1-acre Pavelek portion of the split water right to a new well on the Pavelek property. The transfer recognizes the water right split and also slightly modifies the place of use boundaries.

Included is a check for the $300 filing fee.

Please contact me with any questions or comments regarding these applications.

Sincerely,
HDR Engineering, Inc.

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

Enclosures:

CC (by email): Richard Pavelek

hdrinc.com HDR | SPF, River Quarry at Parkcenter, 412 E Parkcenter Blvd Suite 100, Boise, ID 83706
(208) 872-9500

SCANNED
DEC 22 2022

IDAHO DEPARTMENT OF WATER RESOURCES **11/29/2022**

Proof Report

Water Right 63-32894

BEFORE SPLIT

Owner Type	**Name and Address**
Current Owner	RICHARD A PAVELEK 100 N BENE POSTO PL BOISE, ID 83712 (208) 331-3700
Current Owner	PAMELA S PAVELEK 100 N BENE POSTO PL BOISE, ID 83712 (208) 331-3700

Priority Date: 2/7/1969
Basis: Decreed
Status: Active

Source	**Tributary**
GROUND WATER	

Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
IRRIGATION	04/01	11/01	0.080 CFS	22.5 AF
	Total Diversion		0.080 CFS	22.5 AF

Source and Point(s) of Diversion:

GROUND WATER	SESE	Sec. 12, Twp 03N, Rge 02E, ADA County

Place Of Use:
IRRIGATION within ADA County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03N	02E	12																5.0	5.0

POU Total Acres: 5.0

Conditions of Approval:

1.	T07	The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
2.	T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
3.	T19	Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
4.	X61	The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 and an ending date of 11/15 provided that beneficial

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63-32894
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		use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 11/1 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 5/16/2008.
5.		This right authorizes diversion from an existing well for shallow ground water that is not considered tributary to the Boise River. This right does not authorize construction of a new well, or enlargement or deepening of the existing well, that would intercept shallow ground water considered tributary to the Boise River.
6.	R69	This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

Dates and Other Information:
Decreed Date: 5/16/2008
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND
Water District Number: TBD
Generic Max Rate Per Acre: 0.030
Generic Max Volume Per Acre: 4.5
Mitigation Plan: False

Combined Use Limits:
N/A

SubCase:
SubCaseNumber: 63-32894
Class: 1
SF5 Filed Date:
Special Master Recom Signed Date:
Attorney Assigned:
Adjudication Agent:
Basis of Claim: License
Date Filed:
Objection Status:

Water Supply Bank:

N/A

SCANNED
63-32894
DEC 2 2 2022

State of Idaho
Department of Water Resources

Attachment to Water Right License

63-32894

BEFORE SPLIT

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



02E Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters
Point of Diversion
Taxlots

0 0.035 0.07 0.14 Miles

N

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DEC 2 2 2022

IDAHO DEPARTMENT OF WATER RESOURCES **11/29/2022**

Proof Report

Water Right 63-32894

AFTER SPLIT

Owner Type	**Name and Address**
Current Owner	RICHARD A PAVELEK 100 N BENE POSTO PL BOISE, ID 83712 (208) 331-3700
Current Owner	PAMELA S PAVELEK 100 N BENE POSTO PL BOISE, ID 83712 (208) 331-3700

Priority Date: 2/7/1969
Basis: Decreed
Status: Active

Source	**Tributary**
GROUND WATER	

Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
IRRIGATION	04/01	11/01	0.020 CFS	4.5 AF
	Total Diversion		0.020 CFS	4.5 AF

Source and Point(s) of Diversion:

GROUND WATER	SESE	Sec. 12, Twp 03N, Rge 02E, ADA County

Place Of Use:
IRRIGATION within ADA County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03N	02E	12																1.0	1.0

POU Total Acres: 1.0

Conditions of Approval:

1. R69 This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
2. X61 The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 11/1 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 5/16/2008.
3. This right authorizes diversion from an existing well for shallow ground water that is not considered tributary to the Boise River. This right does not authorize

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construction of a new well, or enlargement or deepening of the existing well, that would intercept shallow ground water considered tributary to the Boise River.

4. 103 When ordered by the Director, the right holder shall provide mitigation acceptable to the Director to offset depletion of lower Snake River flows needed for migrating anadromous fish. The amount of water required for mitigation, which is to be released into the Snake River or a tributary for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this right. Any order of the Director issued in accordance with this paragraph shall be in conformance with applicable rules allowing the right holder due process as the need for mitigation and the amount of mitigation are determined.

Dates and Other Information:
Decreed Date: 5/16/2008
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND
Water District Number: EXC
Generic Max Rate Per Acre: 0.030
Generic Max Volume Per Acre: 4.5
Mitigation Plan: False

Combined Use Limits:
N/A

SubCase:
SubCaseNumber: 63-32894
Class: 1
SF5 Filed Date:
Special Master Recom Signed Date:
Attorney Assigned:
Adjudication Agent:
Basis of Claim: License
Date Filed:
Objection Status:

Water Supply Bank:

N/A

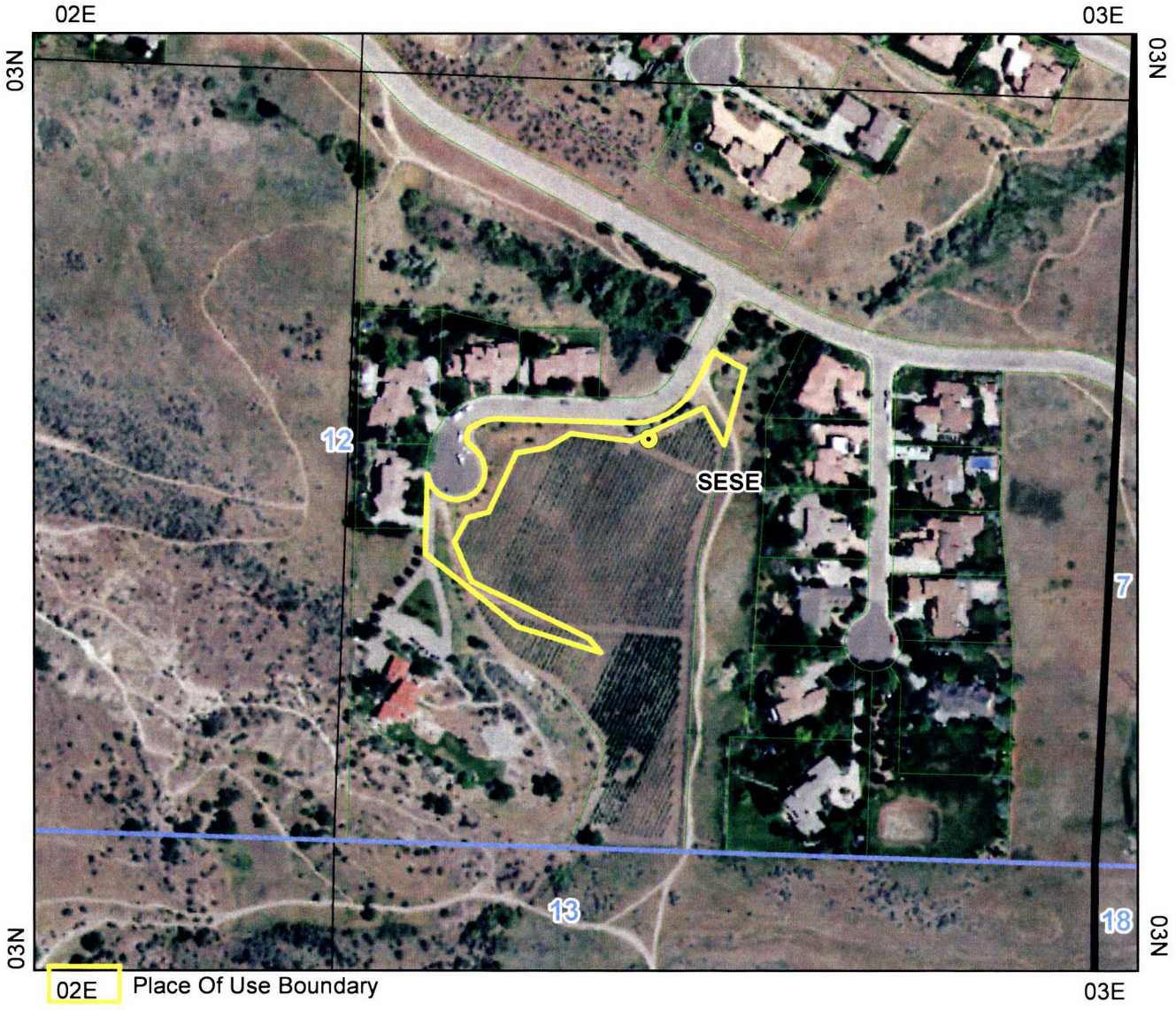
SCANNED
63-32894
DEC 22 2022

State of Idaho
Department of Water Resources

Attachment to Water Right License

63-32894

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



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DEC 2 2 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT
TRANSFER NO. 87290

This is to certify that: PAMELA S PAVELEK AND
RICHARD A PAVELEK
100 N BENE POSTO PL
BOISE, ID 83712

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Changes

Water Right	Origin/Basis	Priority Date	Diversion Rate	Diversion Volume	Acre Limit	Total Acres	Source
63-32894	WR/DECREED	2/7/1969	0.020 cfs	4.5 af	N/A	1.0	GROUND WATER

Purpose of Transfer (Changes Proposed)

Current Number	Split	POD	POU	Add POD	Period of Use	Nature of Use
63-32894	NO	YES	YES	NO	NO	NO

Summary Of Water Rights After the Approved Change

Existing Right	New No. (Changed Portion)	Transfer Rate	Transfer Volume	Acre Limit	Total Acres	New No. (remaining portion)	Remaining Rate	Remaining Volume	Remaining Acre Limit	Remaining Total Acres
63-32894	63-32894	0.020 cfs	4.5 af	N/A	1.0	N/A	N/A	N/A	N/A	N/A
COMBINED TOTALS		**0.200 cfs**	**4.5 af**	**N/A**	**1.0**		**N/A**	**N/A**	**N/A**	**N/A**

This water right(s) is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources. Detailed Water Right Description(s) attached.

Dated this 20th day of December, 2022.

SCOTT STORMS, Water Rights Supervisor

SCANNED
DEC 22 2022

WATER RIGHT NO. 63-32894

As Modified by Transfer No. 87290

In accordance with the approval of Transfer No. 87290, Water Right No. 63-32894 is now described as follows:

Right Holder: RICHARD A PAVELEK AND
PAMELA S PAVELEK
100 N BENE POSTO PL
BOISE, ID 83712

Priority Date: 2/7/1969

Source: GROUND WATER

BENEFICIAL USE	From		To	Diversion Rate	Diversion Volume
IRRIGATION	04/01	to	11/01	0.020 cfs	4.5 af
				0.020 cfs	4.5 af

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER SESE Sec 12 Twp 03N Rge 02E ADA County

PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03N	02E	12																1.0	1.0

POU Total Acres: 1.0

CONDITIONS OF APPROVAL

1. This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
2. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 11/1 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 5/16/2008.
3. This right authorizes diversion from an existing well for shallow ground water that is not considered tributary to the Boise River. This right does not authorize construction of a new well, or enlargement or deepening of the existing well, that would intercept shallow ground water considered tributary to the Boise River.
4. Point of diversion and place of use are located within Lot 13, Blk. 2, Nativa Terr Subdivision.
5. Water bearing zone to be appropriated is 64 to 84 feet.

Transfer No. 87290

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WATER RIGHT NO. 63-32894

As Modified by Transfer No. 87290

CONDITIONS OF APPROVAL

6. When ordered by the Director, the right holder shall provide mitigation acceptable to the Director to offset depletion of lower Snake River flows needed for migrating anadromous fish. The amount of water required for mitigation, which is to be released into the Snake River or a tributary for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this right. Any order of the Director issued in accordance with this paragraph shall be in conformance with applicable rules allowing the right holder due process as the need for mitigation and the amount of mitigation are determined.

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State of Idaho
Department of Water Resources

Attachment to Transfer No. 87290

Water Right: 63-32894

This map depicts the IRRIGATION place of use boundary for the water rights at the time of this approval and is attached to the approval document solely for illustrative purposes.



0 0.0125 0.025 0.05 Miles

- Point of Diversion
- Place of Use
- Townships
- PLS Sections

N

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WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 87290

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) Richard A and Pamela S Pavelek

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: Well sharing and water right agreement

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WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) Richard A and Pamela S Pavelek Phone 208-331-3700

Mailing address 100 N Bene Posto Pl, Boise ID 83712 Email rapavelek@gmail.com

☐ 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 HDR Inc Phone 208-872-9500

Mailing address 412 E Parkcenter Blvd, Ste 100, Boise, ID 83706 Email lori.graves@hdrinc.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
	RICHARD A PAVELEK	10/27/2022
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 split water right

2. Is this a transfer for changes pursuant to Idaho Code §42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part1A.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 **Part1A.3**.

Applicants have sold a portion of their property and propose to split the appurtenant water right according to a recorded agreement included as Attachment 10. Applicants propose a new separate well for irrigation of their water right portion.

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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.

All	Part	Right Number	Amount (cfs/ac-ft) (*applicants portion)	Nature of Use	Period of Use	Source & Tributary
☐	☑	63-32894	*0.02/4.5	Irrigation	4/1 to 11/1	Ground Water
☐	☑	63-32894	0.06/18	Irrigation	4/1 to 11/1	Ground Water
☐	☐				to	
☐	☐				to	
☐	☐				to	
☐	☐				to	
☐	☐				to	
☐	☐				to	
☐	☐				to	

Total authorized under rights 0.08 cfs and/or 22.5 acre-feet.

2. Total amount of water proposed to be transferred or changed *0.02 cubic feet per second and/or ________ 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 #
Y			SE	SE	12	3N	2E	Ada	Ground Water	New private 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	
3N	2E	12																1	*1

Total Acres (for irrigation use) *1

*Applicant's water right portion

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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 thefuture:
New well and pressurized irrigation system. Measuring device and lockable controlling works will be accommodated upon Department request.

b. Who owns the property at the point(s)of diversion? Marquis Development Group LLC
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
See Attachment 10

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: _____

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:
Water right 63-32894 authorizes 5 acres irrigation in the SESE per approved transfer 74360. The 5 acres developed include a 4-acre vineyard and 1-acre landscaping associated with applicants' home. Applicants recently sold the vineyard and wish to split the water right according to an agreement (Attachment 10) and use a new private well for irrigation of the 1 acre they retained.

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:
None

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:

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ idwr.idaho.gov, Water Right Transfers, Step 1.
Insert Part 2A reports into the application following Part 1.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

☒ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ idwr.idaho.gov, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: 63-32894

1. amount 0.02 cfs/4.5 ac-ft (cfs/ac-ft) for Irrigation purposes from 4/1 to 11/1
   amount ____ (cfs/ac-ft) for ____ purposes from ____ to ____
   amount ____ (cfs/ac-ft) for ____ purposes from ____ to ____
   amount ____ (cfs/ac-ft) for ____ purposes from ____ to ____
   amount ____ (cfs/ac-ft) for ____ purposes from ____ to ____
   amount ____ (cfs/ac-ft) for ____ purposes from ____ to ____
   amount ____ (cfs/ac-ft) for ____ purposes from ____ to ____
   amount ____ (cfs/ac-ft) for ____ purposes from ____ to ____

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

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	
3N	2E	12																1	1

Total Acres (for irrigation use) 1

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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 (Water Balance)

☐ 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:

FOR DEPARTMENT USE ONLY

Transfer contains_____ pages and_____ attachments.

Received by CJ Date 11/07/2022 Preliminary check by [illegible] Date 11.14.22

Fee paid $200.00 Date 11/07/2022 Receipted by CJ Receipt # W050878

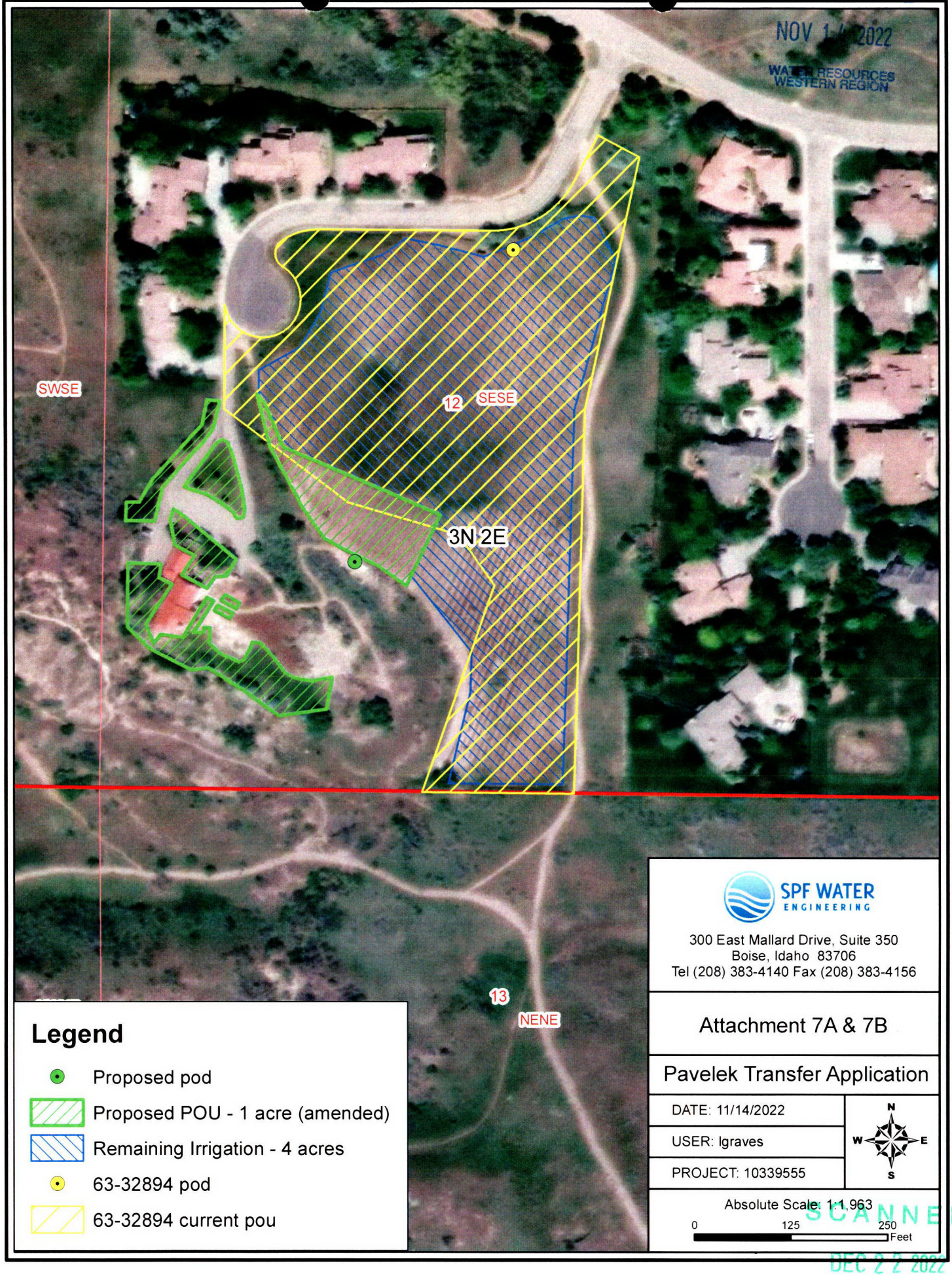
Add'l fee paid_____ Date_____ Receipted by_____ Receipt # _____

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

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NOV 1 4 2022
WATER RESOURCES
WESTERN REGION



Legend

- Proposed pod
- Proposed POU - 1 acre (amended)
- Remaining Irrigation - 4 acres
- 63-32894 pod
- 63-32894 current pou

SPF WATER ENGINEERING
300 East Mallard Drive, Suite 350
Boise, Idaho 83706
Tel (208) 383-4140 Fax (208) 383-4156

Attachment 7A & 7B

Pavelek Transfer Application

DATE: 11/14/2022
USER: lgraves
PROJECT: 10339555

N
W E
S

Absolute Scale: 1:1,963
0 125 250 Feet

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Legend

- Proposed pod
- Proposed pou - 1 acre
- Remaining irrigation - 4 acres
- 63-32894 pod
- 63-32894 current pou

SPF WATER ENGINEERING

300 East Mallard Drive, Suite 350
Boise, Idaho 83706
Tel (208) 383-4140 Fax (208) 383-4156

Attachment 7A & 7B

Pavelek Transfer Application

DATE: 3/22/2022

USER: lgraves

PROJECT: 10339555

Absolute Scale: 1:3,000

0 200 400 Feet

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THIS INSTRUMENT FILED FOR RECORD BY FIDELITY NATIONAL TITLE AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=8 CHE FOWLER
FIDELITY NATIONAL TITLE - BOISE

2022-004115
01/12/2022 01:40 PM
$31.00

TEMPORARY SHARED WELL AGREEMENT

This Temporary Shared Well Agreement (this "**Agreement**") is made effective as of December 29, 2021 (the "**Effective Date**"), by and between Richard A. Pavelek and Pamela S. Pavelek, husband and wife ("**Pavelek**") and Marquis Development Group LLC, an Idaho limited liability company ("**Marquis**").

RECITALS

A. Pavelek owns the real property located at 100 N. Bene Posto Place, Boise, Idaho 83702 and legally described on Exhibit A, attached hereto ("**Parcel A**").

B. Marquis owns the real property located at 248 N. Bene Posto Place, Boise, Idaho 83702 and legally described on Exhibit B, attached hereto ("**Parcel B**").

C. There is an existing groundwater pump and well (the "**Well**") located on Parcel B that (a) serves as the point of diversion for irrigation water for Idaho Water Right No. 63-32894, which provides irrigation water for up to five (5) acres on Parcel B; and (b) serves as the point of diversion for a domestic water for the existing single-family residence on Parcel A.

D. There is an existing water delivery system (comprised of pipes, values, controls and appurtenances) (the "**Water Delivery System**") located on Parcel B that delivers water from the Well for use on Parcel A and Parcel B.

E. The existing power supply and controls for the Well and Water Delivery System are located on Parcel A.

F. As of the Effective Date, Marquis purchased Parcel B from Pavelek, and the terms of the purchase agreement provides for (a) Pavelek to reserve one-fifth (1/5) of the Idaho Water Right No. 63-32894 for irrigation of Parcel A; and (b) allows Pavelek to continue to use the Well and Water Delivery System for a period of time until Pavelek establishes a well on Parcel A to serve the domestic and irrigation needs of Parcel A.

G. The parties desire to enter into this Agreement to memorize there of their agreement to temporarily share the Well and the Water Delivery System.

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals above, which are incorporated below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pavelek and Marquis hereby agree as follows:

1. **WATER RIGHTS.** Pavelek and Marquis agree that one-fifth (1/5) of the Water Right 63-32894 is owned by Pavelek (the "**63-32894A**") and four-fifths (4/5) of the Water Right 63-32894 is owned by Marquis. Pavelek and Marquis will cooperate with each other with respect to any applications to the Idaho Department of Water Resources to effectuate and memorialize the division of Idaho Water

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THIS INSTRUMENT FILED FOR RECORD
BY FIDELITY NATIONAL TITLE AS AN
ACCOMMODATION ONLY. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS AFFECT UPON THE TITLE.

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B. Marquis owns the real property located at 248 N. Bene Posto Place, Boise, Idaho 83702 and legally described on Exhibit B, attached hereto ("**Parcel B**").

C. There is an existing groundwater pump and well (the "**Well**") located on Parcel B that (a) serves as the point of diversion for irrigation water for Idaho Water Right No. 63-32894, which provides irrigation water for up to five (5) acres on Parcel B; and (b) serves as the point of diversion for a domestic water for the existing single-family residence on Parcel A.

D. There is an existing water delivery system (comprised of pipes, values, controls and appurtenances) (the "**Water Delivery System**") located on Parcel B that delivers water from the Well for use on Parcel A and Parcel B.

E. The existing power supply and controls for the Well and Water Delivery System are located on Parcel A.

F. As of the Effective Date, Marquis purchased Parcel B from Pavelek, and the terms of the purchase agreement provides for (a) Pavelek to reserve one-fifth (1/5) of the Idaho Water Right No. 63-32894 for irrigation of Parcel A; and (b) allows Pavelek to continue to use the Well and Water Delivery System for a period of time until Pavelek establishes a well on Parcel A to serve the domestic and irrigation needs of Parcel A.

G. The parties desire to enter into this Agreement to memorize there of their agreement to temporarily share the Well and the Water Delivery System.

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals above, which are incorporated below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pavelek and Marquis hereby agree as follows:

1. **WATER RIGHTS.** Pavelek and Marquis agree that one-fifth (1/5) of the Water Right 63-32894 is owned by Pavelek (the "**63-32894A**") and four-fifths (4/5) of the Water Right 63-32894 is owned by Marquis. Pavelek and Marquis will cooperate with each other with respect to any applications to the Idaho Department of Water Resources to effectuate and memorialize the division of Idaho Water

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Right 63-32894 as set forth herein, including Pavelek's application to transfer point of diversion and place of use of the 63-32894A to Parcel A, and the transfer of the point of diversion of the existing domestic water right from the Well to Parcel A.

2. **EASEMENTS FOR WELL AND WATER DELIVERY SYSTEM**

a. **Grant of Easements.** Marquis hereby grants to Pavelek a non-exclusive easement over the Well and the Water Delivery System for the purposes of the use, operation, inspection, maintenance, repair and replacement of the Well and the Water Delivery System. Pavelek hereby grants to Marquis a non-exclusive easement over the portion of Parcel A (but not the interior of any structure) for the use and operation of the power supply and controls for the Well and Water System. The easement areas include all areas where the Well, Water System, power supply and controls exists as on the Effective Date, and will include such additional lands around such elements as may be reasonably necessary for either party to conduct the use, operation, inspection, maintenance and repair of the Well, Water Delivery System, power supply and controls using normal equipment; but in any event the easements will not extend more than five (5) feet on each side of the applicable element, and reasonable access thereto). Each party have the right to use the easement areas for any purpose that is not inconsistent with the use of the easement areas pursuant to this Agreement. Each party agrees to promptly execute any amendment to this Agreement reasonably requested by the other party to memorialize the location and boundaries of the easement areas.

b. **Relocation of Easement Areas.** Either party will have the right to relocate the portion of the easement area on their respective parcel from time to time as desired by that party; provided, however (a) such relocation will be at moving party's expense; and (b) the access point for the Water Delivery System at the boundary of Parcel A may not be relocated without the written consent of Pavelek (which consent will not be unreasonably withheld, delayed or conditioned). In the event of relocation of an easement areas, each party agrees to promptly execute any amendment to this Agreement reasonably requested by the other party to memorialize the location and boundaries of the easement areas.

3. **SHARING OF WELL AND WATER DELIVERY SYSTEM**

a. **Well.** The parties agree that Pavelek will have the right to use the Well and the water it produces for ordinary domestic purposes in accordance with Pavelek's domestic water right. The parties agree that they will each have the right to use the Well and the balance of the water it produces for the purpose of irrigating the lands benefited by this Agreement, with Pavelek entitled to 20% of the water and Marquis entitled to 80% of the water. The parties agree to work together in good faith to coordinate and equitably share their use of the Well. Neither party will use all of the water flow capacity from the Well, but will leave sufficient water flow capacity for use by the other party. No additional lands may be irrigated with water from the Well without the prior written consent of both parties (which consent will not be unreasonably withheld).

b. **Electricity Use.** No later than expiration of the term of this Agreement, Marquis shall establish a separate power source for the electricity service to the Well. Pending establishment of the separate power source, Pavelek agrees to install a separate meter for the electricity service to the Well. The parties agree to share such electricity charges equally (and if either party pays the electricity charges to the power service provider, then the other party will reimburse the incurring party for one-half of the charges promptly after receipt of reasonable evidence of such charges). Either party may install separate electrical service to the Well at their own expense, in which case each party will pay for the electrical use for its

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own service. The parties agree to reasonably cooperate with each other with respect to electrical service and controls for the Well and use thereof.

c. **Maintenance and Repair.** The parties agree to work together into good faith to jointly inspect, maintain and repair the Well and the shared portion of the Water Delivery System such that it reliably and consistently produces water in sufficient quantities to satisfy the reasonable domestic and irrigation needs of both parties. Nothing herein will require the parties to deepen the Well or drill a replacement well. The parties will share the expenses of the foregoing activities in the ratio of 80% Marquis and 20% Pavelek; provided, however, each party will bear the entire expense of any inspections, testing, maintenance, repairs and replacements made necessary by the acts or neglect of such party or its employees, agents or contractors. Either party may incur ordinary expenses associated with the Well (e.g., routine maintenance), and the other party will reimburse the incurring party promptly after receipt of reasonable evidence of such expenses. Any extraordinary expenses associated with the Well must be agreed to prior to incurring such expense, and such expenses will be paid by each party before or when the expenses are incurred based on quotes, estimates or invoices as the case may be. Neither party will materially modify the Well without the prior written consent of the other party.

d. **Expenses Not Shared.** Except as expressly provided otherwise in this Agreement, each party will be solely responsible for any expenses related to use of the Well and Water Delivery System incurred by that party, including any expenses related to water quality testing. Each party will be responsible for the inspection, maintenance and repair any portions of the Water Delivery Service used only by that party.

e. **Prohibited Activities.** During the term of this Agreement, Marquis agrees not to knowingly do anything on Parcel B that would impair the ability of the Well to serve as domestic water source for the occupants of Parcel A (e.g., any activities prohibited by the Central District Health Department is proximity to domestic water wells).

4. **TERM; TERMINATION.** This Agreement will expire on the earlier of (a) January 1, 2023; (b) thirty (30) days after the first operation of any water well on Parcel A for domestic or irrigation purposes; or (c) sixty (60) days after Pavelek notifies Marquis that Pavelek no longer desires to use the Well or Water System. In the event of any termination of this Agreement, Pavelek will promptly execute any instrument (in recordable form) reasonably requested by Marquis' to memorialize the termination of record (which obligation will survive any termination of this Agreement).

5. **PAYMENT DEFAULT.** If either party fails to pay its share of the expenses set forth in Section 2.a when due, the other party may pay the defaulting party's share and charge the defaulting party interest thereon at the applicable legal rate in Idaho until paid in full. If the defaulting party does not pay its share within thirty (30) days of the date such charged are paid by the other party, the other party will have the right to enforce the obligation in any manner permitted by applicable law.

6. **INDEMNIFICATION.** Pavelek agrees to defend, indemnify and hold harmless Marquis from any claims, damages, losses or expenses (including reasonable attorneys' fees) arising from the use the easement areas on Parcel B pursuant to this Agreement by Pavelek or its agents, employees or contractors; provided, however, nothing herein will require Pavelek to indemnify, defend or hold Marquis harmless from any claims, damages, losses or expenses arising from the negligence or misconduct of Marquis or its employees, agents or contractors. Marquis agrees to defend, indemnify and hold harmless Pavelek from any claims, damages, losses or expenses (including reasonable attorneys' fees) arising from the use the easement areas on Parcel A pursuant to this Agreement by Marquis or its agents, employees or contractors; provided, however, nothing herein will require Marquis to indemnify, defend or hold Pavelek harmless from any claims, damages, losses or

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expenses arising from the negligence or misconduct of Pavelek or its employees, agents or contractors. This section will survive any termination of this Agreement.

7. **BINDING EFFECT.** This Agreement will run with the land and will be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. This Agreement will be appurtenant to Parcel A and Parcel B and will be automatically be conveyed with fee title to Parcel A and Parcel B; provided, however, if Parcel A is subdivided into lots, the Marquis may transfer its rights and obligations under this Agreement to any association comprised of owners of the lots.

8. **MODIFICATION.** This Agreement may only be modified or terminated in a written instrument executed by the then current owner of Parcel A and the then current owner of Parcel B (or, if appropriate, the owners' association assignee), which instrument will be effective when recorded in the real property records of Ada County, Idaho.

9. **GENERAL PROVISIONS.** This Agreement will be construed and interpreted in accordance with the laws of the State of Idaho. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Agreement will not constitute a waiver of such term or condition. This Agreement constitutes the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations. If a suit, action, or other proceeding arising out of or related to this Agreement is instituted by any party to this Agreement, the prevailing party will be entitled to recover its reasonable attorney fees, expert witness fees, and costs from the nonprevailing party. Each natural persons executing this Agreement on behalf of an entity does hereby certify to the other party that such person has been duly authorized to sign this Agreement on behalf of such entity.

[end of text; counterpart signature pages follow]

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DEC 2 2 2022

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Pavelek:

Richard A. Pavelek

Pamela S. Pavelek

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on December 29, 2021 by Richard A. Pavelek and Pamela S. Pavelek.

Notary Public

ALEC CINDRICH
COMMISSION #65119
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/27/2027

SCANNED
DEC 2 2 2022

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Marquis:

MARQUIS DEVELOPMENT GROUP LLC, an Idaho limited liability company

By: _____
Chomo O. Santana, Manager

STATE OF ~~IDAHO~~ Oregon)
) ss.
County of ~~Ada~~ Clackamas)

This record was acknowledged before me on December 29, 2021 by Chomo O. Santana as Manager of Marquis Development Group LLC.

_____
Notary Public

OFFICIAL STAMP
BRIAN AVERY SCHALOCK
NOTARY PUBLIC - OREGON
COMMISSION NO. 991427
MY COMMISSION EXPIRES SEPTEMBER 12, 2023

SCANNED
DEC 2 2 2022

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL A

(100 N. Beno Posto Place, Boise, Idaho 83702)

A parcel of land being a portion of Lot 13 of Block 2 of Nativa Terra Subdivision as on file in Book 79 of Plats at Page 8359 in the Office of the Recorder for Ada County, Idaho and a portion of the SE 1/4 of the SE 1/4 of Section 12, T.3N., R.2E., B.M. as shown on Record of Survey No. 13122, on file under Instrument No. 2021-156546 in said Office of the Recorder for Ada County, said parcel being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 12, marked by a brass cap; thence along the South line of said Section 12

North 89°57'48" West 904.20 feet to the POINT OF BEGINNING, marked by an iron pin; thence continuing

North 89°57'48" West 380.96 feet to the Southwest corner of said SE 1/4 of the SE 1/4, marked by a stone monument; thence along the West line of said SE 1/4 of the SE 1/4

North 00°02'44" West 535.33 feet to an iron pin; thence leaving said West line at right angles

North 89°57'16" East 121.50 feet to a point on the East line of said Lot 13, marked by an iron pin; thence along said East line

North 00°02'44" West 105.37 feet to a point on the Southerly right-of-way line of North Bene Posto Place, marked by an iron pin; thence along said Southerly right-of-way line along the arc of a curve to the left whose radius is 50.00 feet, whose central angle is 90°00'00", whose length is 78.54 feet and whose long chord bears

South 45°02'44" East 70.71 feet to a point on a line that is parallel with and 50.00 feet East of said East line of Lot 13, marked by an iron pin; thence leaving said Southerly right-of-way line and along said parallel line

South 00°02'44" East 71.33 feet to an iron pin; thence
South 24°45'00" East 74.00 feet to an iron pin; thence
South 66°00'00" East 150.00 feet to an iron pin; thence at right angles
South 24°00'00" West 85.00 feet to an iron pin; thence
South 62'45'00" East 45.00 feet to an iron pin; thence
South 40°00'00" East 152.45 feet to an iron pin; thence
South 19°13'49" West 186.93 feet to the POINT OF BEGINNING.

SCANNED
DEC 2 2 2022

EXHIBIT B

LEGAL DESCRIPTION OF PARCEL B

(248 N. Beno Posto Place, Boise, Idaho 83702)

A parcel of Land being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 3 North, Range 2 East, Boise Meridian as shown on Record of Survey No. 13122, on file under Instrument No. 2021-156546 in the Office of the Recorder for Ada County, Idaho, said parcel being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 12, marked by a brass cap; thence
Along the South line of said Section 12
North 89°57'48" West, 703.84 feet to the Southwest corner of Lot 1 of Block 5 of NATIVA TERRA SUBDIVISION as on file in Book 79 of Plats at Page 8359 in the Office of the Recorder for Ada County, Idaho, said point being the POINT OF BEGINNING, marked by an iron pin; thence continuing
North 89°57'48" West, 200.36 to an iron pin; thence leaving said South line
North 19°13'49" East, 186.93 feet to an iron pin; thence
North 40°00'00" West, 121.22 feet to an iron pin; thence
North 24°00'00" East, 101.24 feet to an iron pin; thence at right angles
North 66°00'00" West, 223.00 feet to an iron pin; thence
North 24°45'00" West, 74.00 feet to a point on a line that is parallel with and 50.00 feet East of the East line of Lot 13 of Block 2 of said NATIVA TERRA SUBDIVISION, marked by an iron pin; thence along said parallel line
North 00°02'44" West, 71.33 feet to a point on the Southerly right-of-way line of North Bene Posto Place, marked by an iron pin; thence along said Southerly right-of-way line along the arc of a curve to the left whose radius is 50.00 feet, whose central angle is 148°55'54", whose length is 129.97 feet and whose long chord bears
North 15°29'19" East, 96.35 feet to a point of reverse curve, marked by an iron pin; thence continuing along the arc of a curve to the right having a radius of 20.00 feet, a central angle of 112°41'44", a length of 39.34 feet and a long chord that bears
North 02°37'46" West, 33.30 feet to a point of compound curve, marked by an iron pin; thence continuing along the arc of a curve to the right having a radius of 79.00 feet, a central angle of 36°14'10", a length of 49.96 feet and a long chord that bears
North 71°50'11" East, 49.13 feet to a point of tangent, marked by an iron pin; thence continuing
North 89°57'16" East, 228.24 feet to a Point of Curvature, marked by an iron pin; thence continuing along the arc of a curve to the left having a radius of 121.00 feet, a central angle of 62°56'00", a length of 132.91 feet and a long chord that bears
North 58°29'16" East, 126.32 feet to a point of tangent; thence continuing
North 27°01'16" East, 66.58 feet to a point on the Westerly line of said Lot 1; thence leaving said Southeasterly right-of-way along said Westerly line
South 62°58'44" East, 61.00 feet to an iron pin; thence continuing
South 12°00'24" West, 336.25 feet to an iron pin; thence continuing
South 01°16'34" West, 501.68 feet to the POINT OF BEGINNING.

SCANNED
DEC 2 2 2022

Split Analysis

Water Right Number: 63-32894
Diversion Rate: 0.08 CFS
Reviewer Name: HDR
Date: 24-Mar-22

Acreage Analysis

					Parent	Children Acres									
Twp	Rng	Sec	Q-Q	Lot	63-32894	Pavelek	Marquis								
3N	2E	12	SESE		5	1	4								

SCANNED
DEC 2 2 2022

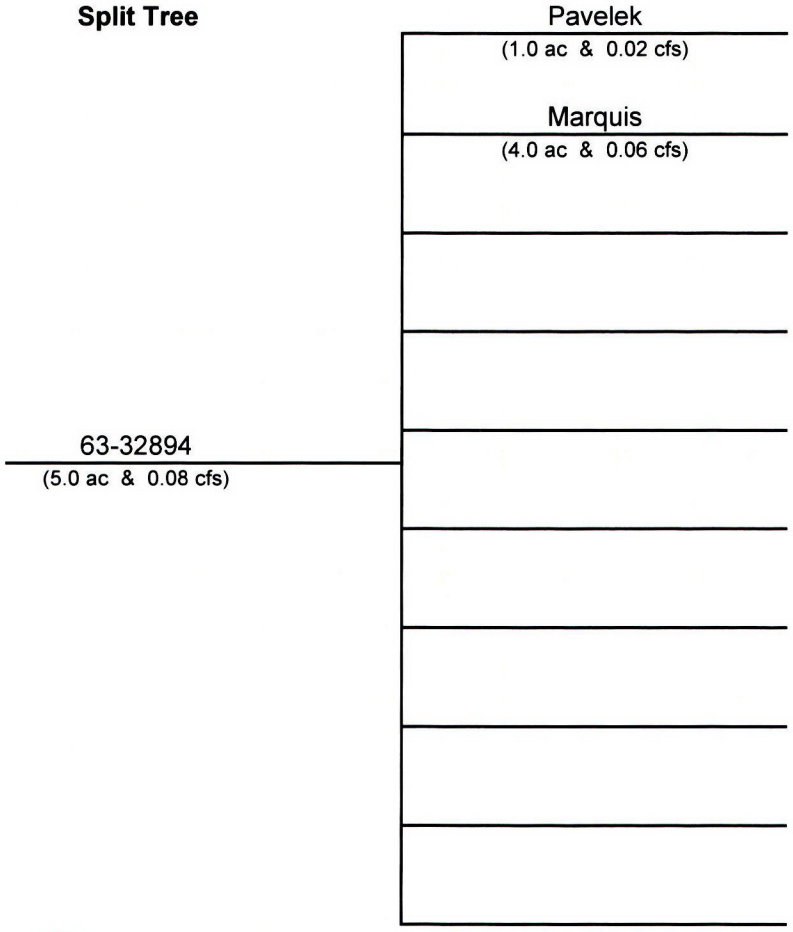
Water Right Number: 63-32894

Diversion Rate: 0.08 CFS

Reviewer Name: HDR

Date: 24-Mar-22

Split Tree



Summary

Right No:	Diversion Rate	Irrigated Acres	CFS / Acre
63-32894	0.08	5	0.016
Pavelek	0.02	1	0.016
Marquis	0.06	4	0.016

SCANNED
DEC 2 2 2022

Page _____ of _____

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

Current Water Right No.: 63-32894

Current Owner: PAMELA S PAVELEK
RICHARD A PAVELEK

Priority Date: 2/7/1969

Origin: Water Right

Status: Active

Basis: Decreed

Source	**Tributary**
GROUND WATER	

Beneficial Use	**From To**	**Diversion Rate**	**Annual Volume**
IRRIGATION	04/01 to 11/01	0.08 CFS	22.5 AF
	Total Diversion	0.08 CFS	22.5 AF

Location of Point(s) of Diversion

GROUND WATER SE1/4SE1/4 Sec. 12, Twp 03N, Rge 02E B.M.
ADA County

Place of Use

IRRIGATION Within ADA County

T03N R02E S12	SESE	5.00

Total Acres: 5

SCANNED
DEC 2 2 2022

Conditions of Approval:

1.	T07	The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
2.	T19	Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
3.		This right authorizes diversion from an existing well for shallow ground water that is not considered tributary to the Boise River. This right does not authorize construction of a new well, or enlargement or deepening of the existing well, that would intercept shallow ground water considered tributary to the Boise River.
4.	R69	This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
5.	T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
6.	X61	The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 11/1 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 5/16/2008.

Decreed Date: 5/16/2008

SCANNED

DEC 2 2 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little Director Gary Spackman

December 22, 2022

RICHARD & PAMELA PAVELEK
100 N BENE POSTO PL
BOISE ID 83712

Re: Transfer No: 87290
Water Right No(s).: 63-32894

Transfer Approval Notice

Dear Water Right Holders (and other Interested Persons):

The Department of Water Resources has issued the enclosed approved Transfer of Water Right(s). Please be sure to thoroughly review the conditions of approval and remarks listed on the approval document.

The Transfer of Water Right(s) is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless the APPLICANT petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

ANY PERSON aggrieved by any decision, determination, order or action of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Department and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

If the transfer approval includes a condition requiring measuring and recording devices, such devices shall comply with specifications established by the Department. Detailed specifications are available on the Department's home page on the Internet, or you can request a copy by contacting any office of the Department. Please be sure to thoroughly review the specifications to avoid unnecessary costs for reinstallation or modification due to non-conforming or improperly installed devices.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change.

SCANNED
DEC 22 2022

Failure to report these changes could result in a $100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at (208) 334-2190.

Sincerely,

Lynne Evans
Administrative Assistant I

Enclosure

CC: LORI GRAVES, HDR INC

SCANNED
DEC 2 2 2022

CERTIFICATE OF SERVICE

I hereby certify that on December 22, 2022 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved Transfer) to the person(s) listed below:

Re: Transfer No.: 87290
Water Right No(s).: 63-32894

RICHARD A PAVELEK
100 N BENE POSTO PL
BOISE ID 83712

PAMELA S PAVELEK
100 N BENE POSTO PL
BOISE ID 83712

LORI GRAVES
HDR INC
412 E PARKCENTER BLVD STE 100
BOISE, ID 83706-6659

Lynne Evans
Administrative Assistant I

SCANNED
DEC 2 2 2022

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was held)

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

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the hearing officer within fourteen (14) days of the service date of the order as shown on the certificate of service. **Note: the petition must be received by the Department within this fourteen (14) day period.** The hearing officer will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

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

If any party appeals or takes exceptions to this preliminary order, opposing parties shall have fourteen (14) days to respond to any party's appeal. Written briefs in support of or taking exceptions to the preliminary order shall be filed with the Director. The Director retains the right to review the preliminary order on his own motion.

ORAL ARGUMENT

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

SCANNED
DEC 2 2 2022

CERTIFICATE OF SERVICE

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

FINAL ORDER

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

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

> Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:
>
> (a) The petition for reconsideration is disposed of; or
> (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

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

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

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

SCANNED
DEC 2 2 2022

March 2017

REVIEW CHECKLIST TRANSFER -- OR -- EXCHANGE

(Workflow) **(maybe Workflow)**

Application # 87290 **Reviewer** LAURA **Date** 12.01.2022

Acceptable Filing (TP Memo #24 Sect. 3) ✓ Y ____ N If "N" 30-day Deficiency Ltr Sent _____(date & initial)

Initial Review & Abbreviated Data Entry 12.01.22 (date & initial) Supervisor Notes ____Y ____N

Right(s) in Water Bank ____ Y ✓ N, Notify S.O. _____ (date) - WSB App Attachment _____

COMMENT LETTERS ____ Y ✓ N

Water District # 63 (Required even if No Legal Notice Required)

Other(s): list here or see attached _____

ADVERTISING ____ Y ✓ N If "N" Save Legal Notice Not Required DB Comment in Workflow & Memo ___

Legal Notice Required - Saved as Legal Notice Remarks in Workflow ____Y *uncheck "Currently in Data Entry" flag

Statewide ads ____ Y ✓ N ("Y" only if any single right > 10 cfs, 1000 af storage)

COMPLETE TO HERE BEFORE FORWARD FOR ADVERTISING

ADVERTISER COMPLETES

LEGAL NOTICE & PROTEST

N/A

Protest Deadline _____

Y	N			
____	____	Protested	If Y: ____	Scan protest
____	____	Affidavit received/published correctly	If N: ____	Re-advertised & published correctly

REVIEW MEMO -- DRAFT APPROVAL -- APPROVAL COVER LETTER

Drilling fee upgrade ✓ Paid ____WC & WR File Documented (Request, CAN NOT hold xFer if unpaid).

SENT LETTER

Review Memo Completed ____ (See Review Memo Template N:/WRProcessing/Transfers/Review Memo Template).

Data Entry, Conditions, & ArcMap Data Entry Completed ✓

E'folder w/ Draft Approval 87290 DANELEK
(applicant last name + application #)

NOTE FOR CLERICAL STAFF APPROVAL COVER LETTER

Add WSB paragraph to approval cover letter (see N:WRFormLetters/Water Bank Paragraph) ____Y____N

OPTIONAL PAGE -- CONDITIONS & NOTES

GROUNDWATER:

WD 161 (Non-de minimis uses) - R05
- ≤ 0.24 cfs/5 acres - No MD
- > 0.24 cfs/5 acres - 214

~~WD~~
- < 0.24 cfs/5 acres - No MD
- ≥ 0.24 cfs/5 acres - 01M or 01Q (ref. MD flowchart)

No water measurement districts in Western Region at this time.
DRILLING PERMIT - 046 (new well)

SURFACE WATER:

WD - R05
≤ 0.20 cfs - R02, 01P or No MD (ref. MD flowchart)
> 0.20 cfs - R43
~~WD~~, SPRINGS/SINK, INACTIVE WD & REST OF STATE
- < 0.24 cfs/5 acres - No MD
- ≥ 0.24 cfs/5 acres - 01M or 01Q

STANDARD SEASON _____ to _____ (use X61 if extended season)
STANDARD VOLUME_____ af/ac
CONSUMPTIVE USE VOLUME _____ af/ac

USES:

STORAGE - 18C-18B/R40-123-220-219-221-222-259-937-938
IRR ≤ 5 ac - R66/R67/R68/R69 (0.03 cfs/ac)
> 5 ac - R62/R63/R64/R65 (0.02 cfs/ac)
Volume only - R58/R59/R60/R61
Supplemental - 943 & WB7
Storage - R70
STOCKWATER - R37 (all BLM/USFS)
MINING - 054-106
FISH PROP - 029 (70's basins only)-007-122-106
HEAT/COOL - R07 (injection well)
FIRE PROT. - 077-218
DAIRY - 082 (zoning if a concern)-106-WD8

POWER - 17H-17K (+uses)-025-106
MUNICIPAL
Restricted area - 022-075 RAFN – 007-109-X64
Irr., GW supp to SW - 102

DOMESTIC
Surface water - WB5 (Boise above Star Bridge)
>1 in restricted area - 070-071-075(no parks/common areas, etc)
Irr use listed separate - WB5

MISC CONDITIONS/REMARKS:

T07 - 1 yr to develop
T08 - comply or rescind
WD8 - land application of waste water
01Q - used instead of 01M when there's another meas. condition outside a WD

Protested - 020-X19
Water Quality - 106-R07

X27 - Number of acres/season in ppu
X35 - Combined **limits** of multiple rts
X49 - measure p/'d's (source chg'd to orig trib)
X51 - 2+ yrs to develop
X53 - Use ltd to orig. source availability
X54 - forfeited ac/rate (used rarely)
205 - use when quantity reduced by xFer approval
X55 - (transfer shrinks total water to less ac)
004 - no right-of-way
X58 - pending claim (statutory or AJ b/u claim)
X61 - extended irr season
X63 - replaced C12 through C17 - ultimately C18 placed on rts to cover issue. If C18 on rts replace with T19 and remove X63.

Apply one to chg'd & unchg'd rts that are subject to SRBA:

T09 - on-going SRBA (no Dir Rpt yet)
T19 - replaces C18 (if at Directors Report or Partial Decree stage)
T20 – use only on unchg'd rts not subject to SRBA

NOTES:

MEMORANDUM

TO: Transfer No. 87290

FROM: Laura McSherry

DATE: December 16, 2022

RE: Evaluation of Application

The transfer proposes changes to water right no. 63-32894 as follows: to change the point of diversion and change a portion of the irrigation place of use to a lot located in the SESE of Section 12, T03N, R02E, ~1500 feet northwest of the Old Idaho Penitentiary. The transfer also proposes a split change of ownership from Richard and Pamela Pavelek to the Marquis Development Group LLC.

Contact person for the transfer is HDR Inc representative, Lori Graves, at 300 E Malad Dr, Boise, ID 83706-6660. lori.graves@hdrinc.com. (208)-383-4140.

Summary of Information Submitted

Authority to File:
Richard and Pamela Pavelek are the current water right holders and are authorized to submit a transfer request. The property the proposed POU is appurtenant to, and point of diversion is located on, is owned by Richard and Pamela Pavelek.

Water Right Validity:
The partial decree for water right no. 63-32894 was issued on March 07, 2008. This right is presumed to be valid since beneficial use has occurred within the last five years. Beneficial use confirmed by department aerial imagery, landsat images, google earth images, or other evidence. Evidence of beneficial use does not need to be added to the file, it is an IDWR product available to other staff.

Injury to Other Water Rights:
The transfer proposes no changes in the nature of use. No additional rate or volume is proposed to be diverted from this source beyond the historical use of the rights. No enlargements of the water right is anticipated.

Enlargement of Use:
The transfer proposes no changes in the nature. No additional rate or volume is proposed to be diverted from this source beyond the historical use of the rights. No enlargements of the water rights are anticipated.

Local Public Interest:
No evidence has been submitted suggesting the transfer proposes changes at odds with the local public interest.

SCANNED
DEC 2 2 2022

Beneficial Use/Conservation of Water Resources:
The application proposes beneficial use consistent with conservation of water resources in Idaho.

Discussion

Prior to the approval of this transfer, ownership of water right no. 63-32894 was split to Marquis Development Group LLC, creating child water right no. 63-35354. The memo located within the transfer file titled "Ownership Change Processed Prior to Transfer No. 87290", dated November 29, 2022, contains more information regarding this action.

During review of transfer 74360, which moved WR No. 63-32894 from its original location outside of the Basin 63 Restricted Area, to its current location within the restricted area, information was submitted to demonstrate that moving the water right would not cause injury to existing rights. It was determined through review of this information that water the proposed well would be pulling from was a localized perched aquifer not hydrologically connected to the Boise River, except at times of high flow/runoff, and therefore would not cause injury to existing rights within the Boise River fully appropriated area. Current transfer 87290 proposes to move 0.02 cfs for irrigation of one acre associated with the split right to an existing well located about 430 feet SW of the current location. The well at the proposed new POD location is the same elevation at the head and drilled to the same depth as the well approved on transfer 74360. Well logs for both wells describe the same substrate at bottom depth. Therefore, it appears the proposed well for transfer 87290 accesses the same perched aquifer. Since there will be no increase to the overall rate or volume withdrawn from this perched aquifer and the aquifer has been determined to not be hydrologically connected to the Boise River, there should be nor further concerns of injury to existing rights. Any additional new appropriations from this aquifer will require in-depth analysis supplied by the applicant to determine if the aquifer contains sufficient supply to support any new appropriation.

The application proposes to change the point of diversion to an existing domestic well. A well upgrade fee letter was mailed to the applicants on December 16, 2022.

The proposed portion of the place of use and point of diversion are located within the same original QQ, therefore, pursuant to Idaho Code §45-222 staff review found no cause to require public notice.

The application is consistent with criteria of I. C. § 42-222 and should be processed.

SCANNED
DEC 2 2 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

December 16, 2022

RICHARD & PAMELA PAVELEK
100 N BENE POSTO PL
BOISE ID 83712-7598

Re: Transfer Application 87290 and Well Drilling Fee Upgrade

Dear Applicant:

Your recent water right application proposes ground water use from a well. All wells drilled in Idaho after June 30, 1987, require well drilling permits. A well might need a water right along with the drilling permit, depending on the intended use of the well.

According to the records of Idaho Department of Water Resources (IDWR), your well was drilled in 2022 under a $75 domestic well drilling permit. A $75 drilling permit covers a well that does not require water right approval from IDWR. This is typically a single-family domestic well.

The proposed irrigation use from your new well does require water right approval and your transfer application seeks that approval. The well drilling fee for a well requiring a water right is $200 instead of $75. Per Well Construction Standards Rules (IDAPA 37.03.09.045.05.b), IDWR must collect the unpaid balance of $125 for a well drilled under those circumstances.

Please remit $125 to upgrade your well drilling permit within the next thirty days to facilitate processing of your transfer application.

IDWR forms and other information are available on the Internet at www.idwr.idaho.gov. Please contact me at 208-605-4633 if you have any questions. Thank you for your attention to this matter.

Sincerely,

Laura McSherry
Water Resource Agent

SCANNED
DEC 2 2 2022

MEMORANDUM

Date: 11/29/2022

To: Water Right File 63-32894 & 63-35354

From: Laura McSherry

Re: Ownership Change Processed Prior to Transfer No. 87290

Ownership change (including applicable fee) requested with transfer filing. A separate Notice of Ownership Change form was received. Ownership change processed prior to transfer resulting in:

WR 63-32894 to:

63-32894 (RICHARD & PAMELA PAVELEK)

63-35354 (MARQUIS DEVELOPMENT GROUP LLC)

Transfer no. 87290 will affect WRS 63-32894. The transfer applicant was not required to amend the transfer application form.

SCANNED

DEC 2 2 2022

McSherry, Laura

From: McSherry, Laura
Sent: Monday, November 14, 2022 12:01 PM
To: Graves, Lori
Subject: RE: Pavelek

Hi Lori,

Ownership Change (OC):
Requires an acceptable conveyance document such as a warrant deed or a quit claim, including a legal land description.

Transfer:
Includes a map of the proposed POU that **does not** coincide with the applicant's parcel in the Assessor data nor the parcel descriptions included in the temporary well agreement.

Both applications need accurate legal land descriptions. The application map does not match either owner's parcel. The OC needs an acceptable conveyance document.

Thanks,
Laura

From: Graves, Lori <Lori.Graves@hdrinc.com>
Sent: Monday, November 14, 2022 11:08 AM
To: McSherry, Laura <Laura.McSherry@idwr.idaho.gov>
Subject: Pavelek

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.

Hi Laura,
Thank you for your phone call. Can you please send me an email summarizing the information needed. I can then use it to seek authorization from the client for additional service. Thanks Laura.

Lori Graves
Sr. Water Rights Specialist

HDR I SPF
412 E Parkcenter Blvd, Ste 100
Boise, ID 83706
D 208.872.9519 M 208.850.4601
Lori.Graves@hdrinc.com

hdrinc.com/follow-us

SCANNED
DEC 2 2 2022

HDR | SPF

RECEIVED
NOV 07 2022
WATER RESOURCES
WESTERN REGION

October 27, 2022

Scott Storms
Western Region Water Rights Supervisor
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705

Subject: 63-32894 Change of Ownership and Application for Transfer

Dear Scott,

Enclosed on behalf of Richard Pavelek and Marquis Development, please find the following documents.

1. Change-or-Ownership form to split water right 63-32894 between Pavelek (1 acre) and Marquis (4 acres).
2. A water right transfer application seeking to change the point of diversion for the 1-acre Pavelek portion of the split water right to a new well on the Pavelek property. The transfer recognizes the water right split and also slightly modifies the place of use boundaries.

Included is a check for the $300 filing fee.

Please contact me with any questions or comments regarding these applications.

Sincerely,
HDR Engineering, Inc.

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

Enclosures:

CC (by email): Richard Pavelek

hdrinc.com HDR | SPF, River Quarry at Parkcenter, 412 E Parkcenter Blvd Suite 100, Boise, ID 83706
(208) 872-9500

SCANNED
DEC 22 2022