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RECEIVED

MAY 02 2024

DEPT. OF WATER RESOURCES

Attorneys for Claimant/Objector Brian T. Farley

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

In re CSRBA

Case No. 49576

Subcase Nos. 95-16445 and 95-18409

**DECLARATION OF BRIAN T. FARLEY
IN SUPPORT OF MOTION TO ALTER
OR AMEND**

I, Brian T. Farley, hereby declare and state as follows:

1. I am over the age of 18 and state the following based upon my own personal knowledge.

The exhibits attached this declaration are true and correct copies of documents that I have related to these subcases.

2. I reside at 23134 North Derting Rd., Hayden, Idaho, 83835.
3. I am the claimant in subcase no. 95-16445 and an objector in subcase no. 95-18409.

4. In 1992 I purchased approximately 40 acres in Kootenai County with my wife Pamela. The property was comprised of four separate parcels described as follows: Parcel I (RP#52N03W094700); Parcels S & T (RP#52N03W095000); and Parcel V (RP#52N03W097100). The parcels are shown on the map labeled Attachment V to the *Supplemental Director's Report Regarding Subcase Nos. 95-16445 & 95-18409* (Sept. 21, 2023) ("IDWR Report"). Parcel I is labeled "Gideon Property," Parcels S & T are labeled collectively as "Farley North Property," and Parcel V is labeled "Farley South Property." My wife conveyed her interest in the property to my sole ownership in 2016. See Attachment H to IDWR Report. After 1992 I purchased and sold other parcels within the development of Harold Derting's old ranch (Pleasant View Ranch Estates Homeowners Association), one of which was Parcel U (parcel identification no. 52N03W095300).
5. In June 2022 I sold and conveyed what is known as Parcel U to Mark D. Cruson and Sharon R. Herlin. Attached hereto as **Exhibit A** is a true and correct copy of the *Warranty Deed* and its Exhibits 1 and 2 that I executed on June 8, 2022. This property included two water rights 95-16444 and 95-9252. I did not amend those water right claims like I did for 95-16445 as those rights were intended to transfer with the sale of the property to Mr. Cruson and Ms. Herlin.
6. The property is known as Parcel U and is identified by the Kootenai County Assessor's office with parcel identification no. 52N03W095300. This property is situated contiguous to the south and west of my properties, Parcels S and T which are identified by a single parcel identification no. 52N03W095000. See Exhibit A (parcel map exhibit 2 to the deed).

7. I have reviewed Craig Saxton's March 14, 2024 email to Special Master Booth that was provided to me by my counsel Travis Thompson on March 31, 2024. I did not receive notice of this email or the proposed changes to the water right recommendations for water right nos. 95-16445 or 95-18409 prior to receiving a copy of the email from Mr. Thompson.
8. Mr. Saxton's email erroneously concludes that the parcel number 52N03W095000 is only for Parcel T. As noted, that number covers both Parcels S and T. Mr. Saxton also wrongly states that I sold the property owned by Mr. Cruson and Ms. Herlin to "Gideon on 6/10/2022)." That is incorrect as noted above.
9. Attached hereto as **Exhibit B** is a true and correct copy of my *Notification of Forest Practice* that I completed and filed with the Idaho Department of Lands in December 2023. I filled out the application and identified my property as follows: "Section: 09, Township: 52N, Range: 03W, RP Number 5000, County: Kootenai." In response to my application the Department returned to me a form that listed the following legal subdivisions: NESW, SENW, and SESW. These same quarter quarters are identified on IDWR's map attached to the 706 Report. Attachment V. The IDL form is further evidence that my Parcel S (part of 52N03W95000) has always been part of my claimed place of use for water right no. 95-16445. *See* 706 Report, Attch. E (place of use listing "Parcel (PIN) no(s) 52N03W094700, 52N03W095000."

I declare under penalty of perjury under the laws of the State of Idaho that the foregoing
is true and correct.

DATED this 29th day of April, 2024.

/s/ Brian T. Farley
Brian T. Farley

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 29th day of April 2024, I caused to be served a true and correct copy of the foregoing to the following:

Clerk of the Court
CSRBA
253 3rd Ave. North
P.O. Box 2707
Twin Falls, Idaho 83303-2707

☐ U.S. Mail, postage prepaid
☒ Hand Delivery
☐ Facsimile
☐ Overnight Mail
☐ Email

Andy Waldera
Sawtooth Law Office
1101 W. River St., Suite 110
Boise, Idaho 83702

☒ U.S. Mail, postage prepaid
☐ Hand Delivery
☐ Facsimile
☐ Overnight Mail
☒ Email

Director of IDWR
Idaho Department of Water Resources
P.O. Box 83720
Boise, Idaho 83720-0098

☒ U.S. Mail, postage prepaid
☐ Hand Delivery
☐ Facsimile
☐ Overnight Mail
☐ Email

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P.O. Box 83720
Boise, Idaho 83720-0010

☒ U.S. Mail, postage prepaid
☐ Hand Delivery
☐ Facsimile
☐ Overnight Mail
☐ Email

United States Dept. of Justice
Environment & Natural Resources Division
550 W Fort Street, MSC 033
Boise, Idaho 83724

☒ U.S. Mail, postage prepaid
☐ Hand Delivery
☐ Facsimile
☐ Overnight Mail
☐ Email



Travis L. Thompson

Exhibit A



Pioneer Title Co.
GOING BEYOND

100 Wallace Avenue
Coeur d Alene, ID 83814

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 806862 JW/SS

WARRANTY DEED

For Value Received Brian T. Farley, a married man as his sole and separate property, Also shown of record as Brian Farley hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Mark D. Cruson, an unmarried man and Sharon R. Herlin, an unmarried woman hereinafter referred to as Grantee, whose current address is 21502 North Derting Road Hayden, ID 83835 The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

RESERVING UNTO GRANTOR a perpetual, nonexclusive easement over, across and under the eastern sixty feet (60.00') of the Grantee's Property for Grantor's access, by any means, and Grantor's elective maintenance and cultivation of a green vegetative area on Grantee's property along and within the eastern sixty feet (60.00') of the Grantee's Property except for the southernmost thirty feet (30.00') thereof (the "Green Space Easement"). The Green Space Easement shall consist of living vegetation (i.e. trees, shrubs, grasses and other plants) to provide a visual barrier blocking the views between the Grantee's Property and the real property owned by Grantor that is more fully described in Exhibit 1, attached hereto and incorporated herein by reference (the real property described in Exhibit 1 is hereinafter referred to as the "Grantor's Property"). For illustrative purposes only, a non-scaled diagram depicting the relative location of the Green Space Easement is attached hereto as Exhibit 2 and is incorporated herein by reference. The Green Space Easement shall be appurtenant to the Grantor's Property.

The Green Space Easement shall be governed as follows:

Grantee shall not place any improvements or structures within the Green Space Easement.

a. There is a pre-existing fence running, generally, along the common property boundary line of the Grantee's Property and the Grantor's Property and both Grantee and Grantor may maintain, repair and replace the fence in its historical position on the common boundary line or the contiguous real property described herein;

Grantee shall not cut or remove any vegetation from the Green Space Easement except that Grantee may remove dead, dying or diseased trees, shrubs and other similarly impaired vegetation from the Green Space Easement for fire prevention purposes;

3. Grantee shall not spray or apply any herbicides within the Green Space Easement except to the minimum extent needed to eradicate noxious weeds as the same may be designated by any governmental agency having jurisdiction over noxious weeds within Kootenai County, Idaho.

4. The Grantor shall have no obligation to maintain the Green Space Easement. However,

The southernmost thirty feet (30.00') of the eastern sixty feet (60.00') of the Grantee's Property consists of a pre-existing

private road providing ingress and egress access to, inter alia, Grantor's Property.

WARRANTY DEED AND RESERVATION OF GREEN SPACE EASEMENT PAGE - 1

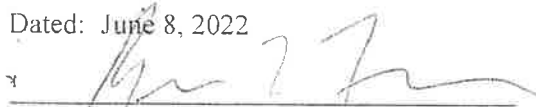
the Grantor may unilaterally elect to plant additional trees, shrubs and other vegetation within the Green Space Easement at any time. The Grantor may also unilaterally elect to undertake any other action to maintain and enhance the vegetative visual barrier within the Green Space Easement. Other than planting and maintaining a vegetative visual barrier within the Green Space Easement the Grantor shall not place any other improvements or structures within the Green Space Easement.

5. In the event that either the Grantor or Grantees, or their respective heirs and assigns, bring suit in court to enforce the terms of this Green Space Easement, any judgment awarded shall include court costs and reasonable attorney's fees, paralegal fees and all costs incurred by the prevailing party in any action, both on the trial level and any appeal thereof.

6. The conditions, covenants and restrictions regarding the Green Space Easement touch and concern real property and shall run with all of the real property described herein and shall be binding upon all persons and entities who acquire any right, title or interest in any portion of the real property described herein and their respective heirs, devisees, successors and assigns.

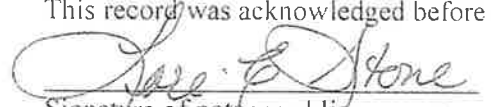
To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises 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 U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: June 8, 2022


Brian T. Farley

State of Idaho, County of Kootenai

This record was acknowledged before me on June 8, 2022 by Brian T. Farley


Signature of notary public

Commission Expires: 04/28/2024



EXHIBIT A

That portion of the Southwest quarter of Section 9, Township 52 North, Range 3 West, Boise Meridian, Kootenai County, State of Idaho, described as follows:

COMMENCING at the South quarter corner of said Section 9; thence

North $89^{\circ}05'18''$ West along the South line of said Section, 386.24 feet; thence

North $00^{\circ}19'00''$ West, 1,222.05 feet, to the TRUE POINT OF BEGINNING; thence

South $76^{\circ}28'19''$ West, 155.15 feet; thence

South $61^{\circ}03'26''$ West, 190.00 feet; thence

South $68^{\circ}30'01''$ West, 246.63 feet; thence

North $00^{\circ}04'04''$ West, 980.79 feet; thence

North $89^{\circ}14'16''$ East, 212.00 feet; thence

South $00^{\circ}04'04''$ East, 117 feet; thence

North $89^{\circ}14'16''$ East, 333.53 feet; thence

South $00^{\circ}11'14''$ East, 652.42 feet to the TRUE POINT OF BEGINNING.

EXHIBIT 'C'
EXHIBIT 1 (2 PAGES)

MECKEL ENGINEERING & SURVEYING
7600 N. Government Way, Suite 3
Coeur d'Alene ID 83815
Office 208-667-4638 • Fax 208-664-3347
www.meckel.com



September 25, 2018

Sec 9, T52N, R3W

BRIAN FARLEY
BOUNDARY LINE ADJUSTMENT
LEGAL DESCRIPTION
REVISED PARCEL "T"

A part of the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 9, Township 52 North, Range 3 West, Boise Meridian Kootenai County, Idaho; more particularly described as follows,

Commencing at the Center Quarter Section Corner (Northeast corner of said Northeast Quarter of the Southwest Quarter) monumented with an iron rod, 30 inches long, 5/8 inch diameter, with an aluminum cap, 2-1/2 inches diameter, marked PLS 6374, according to the Corner Perpetuation and Filing Record recorded as Instrument Number 1767664, from which the South Quarter Section Corner, monumented with an iron rod, 5/8 inch diameter, with a plastic cap, marked PLS 4194, according to the Corner Perpetuation and Filing Record Form recorded as Instrument Number 1765758, bears South 0°11'12" East, a distance of 2668.49 feet;

thence South 0°10'24" East, a distance of 190.26 feet along the East line of said Northeast Quarter of the Southwest Quarter to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374, the Point of Beginning;

thence continuing South 0°10'24" East, a distance of 155.96 feet along the East line of said Northeast Quarter of the Southwest Quarter to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 4194;

thence South 0°10'58" East, a distance of 1119.92 feet along the East line of said Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 4194;

thence North 89°05'13" West, a distance of 389.05 feet to an iron rod, 1/2 inch diameter, no cap;

thence North 0°09'51" West, a distance of 652.31 feet to an iron rod, 1/2 inch diameter, with a plastic cap marked PLS 4194;

thence North 0°12'38" West, a distance of 467.44 feet to an iron rod, 1/2 inch diameter, with a plastic cap marked PLS 4194;

EXHIBIT 1 (2 PAGES)

Revised Parcel "T"
Legal Description
Sec. 9, T52N, R3W

thence South 89°06'45" East, a distance of 155.67 feet to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374;

thence North 3°45'09" West, a distance of 241.00 feet to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374;

thence North 69°49'13" West, a distance of 109.71 feet to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374;

thence South 85°39'45" West, a distance of 25.19 feet to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374;

thence North 0°10'24" West, a distance of 40.00 feet to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374;

thence North 88°39'45" East, a distance of 31.97 feet to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374;

thence South 69°49'13" East, a distance of 194.32 feet to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374;

thence South 30°10'56" East, a distance of 124.35 feet to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374;

thence North 85°13'00" East, a distance of 100.42 feet to the Point of Beginning, containing 11.240 Acres, more or less.

SUBJECT TO

Any existing rights of way, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning ordinances and use regulations, of record or in view.

Exhibit "C"

EXHIBIT 2
(1 PAGE)

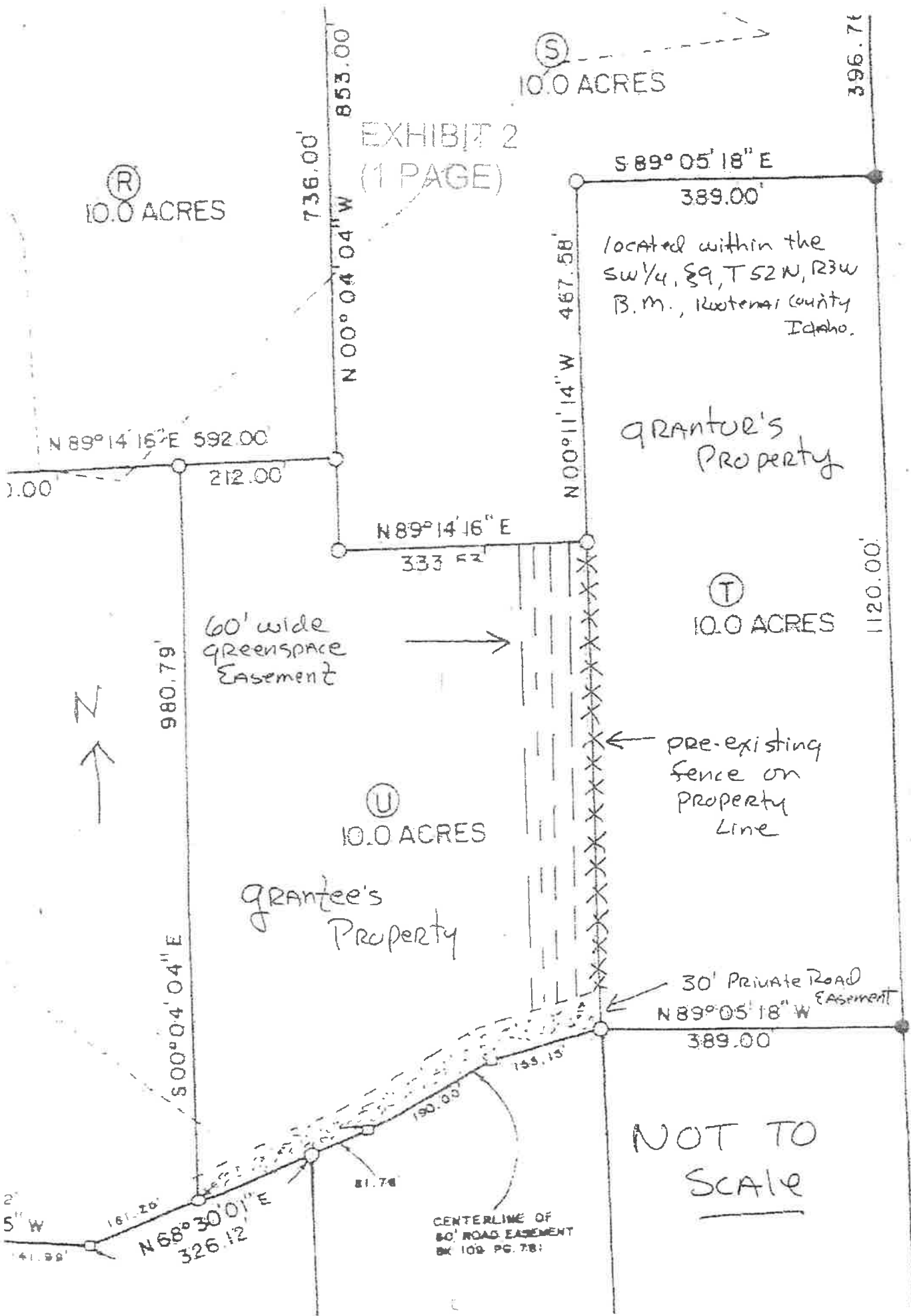


Exhibit B



Idaho Dept of Lands
3284 W Industrial Loop
Coeur d'Alene ID 83815
208-769-1525

Requested Expiration Date: 12/3/25

Timber Sale/Project Name:

Subdivision:

Section:

Township:

Range:

RP Number:

County:

09 52.1 03.01 5000 KOSHKEE

Landowner:

Address:

Phone Number:

Timber Owner:

Address:

Phone Number:

Purchaser Names:

Slash District: Mica Supervisory Area



Harvesting of Forest Tree Species



Road Construction Associated with Harvesting of Forest Tree Species



Reforestation Met by:



Leaving Adequate Residual Stocking



Planting



Exempt



Management of Slashings or Use of Prescribed Fire Resulting from Harvest, Management or Improvement of Forest Tree Species



Use of Chemicals or Fertilizers for the Purpose of Growing or Managing Forest Tree Species



Conversion in Use to:



Agriculture/Grazing



Development



ther



Forest Practice Occurring on State Administered Land

Class I Stream



Yes



No

Class II Stream



Yes



No

Stream Crossing Installation



Yes



No

-Perennial Stream?



Yes



No

Site-Specific BMPs



Yes



No

If "Yes" to Class I Stream, Select SPZ
Harvesting Option:

Option 2 (60 - 10)

If "Yes", a supplemental notification
may be needed for the stream crossing.

Lake



Yes



No

Steep Slopes --

Greater Than 45% Gradient



Yes



No

Unstable/Erodible Soils



Yes



No

Map Provided



Yes



No

Area for Forest Practices: Mica Supervisory Area

**CERTIFICATE OF COMPLIANCE - FIRE HAZARD MANAGEMENT AGREEMENT
NOTIFICATION OF FOREST PRACTICE**

This activity applies to the following land:

Timber Sale # or Project Name:

Subdivision	Section	Township	Range	RP Number	County
NESW	09	T52N	R03W	52N03W095000	Kootenai
SENW	09	T52N	R03W	52N03W095000	Kootenai
SESW	09	T52N	R03W	52N03W095000	Kootenai

☐ See attachment for additional property descriptions

Land Owned By: Brian Farley
Phone: 208-661-1218
Email: longwalker@jrcda.com

Mailing Address: 23134 N Derting Rd
Hayden, ID 83835

Timber Owned By: Brian Farley
Phone: 208-661-1218
Email: longwalker@jrcda.com

Mailing Address: 23134 N Derting Rd
Hayden, ID 83835

The Contractor (i.e., Certificate Holder) as defined in IDAPA 20.04.02.010.03 hereby attests that a copy of this agreement will be provided to the initial Purchaser(s) of forest products prior to delivery of products.

Purchaser Name
IFG

Address/Phone

CERTIFICATE OF COMPLIANCE PURSUANT TO IDAHO CODE §38-122☐ Notification OnlyCertificate of Compliance issued to: Brian Farley

Contractor Name

Mailing Address: 23134 N Derting Rd
Street

Hayden

ID

83835

City

State

Zip

Phone: 208-661-1218Email: longwalker@jrcda.com

The person engaged in cutting of forest products agrees to provide for the management and reduction of fire hazard in accordance with the following option:

- ☒ **OPTION 2 - BOND WITHHOLDING:** The Contractor elects to treat the fire hazard created and to subsequently receive a refund of slash monies withheld. The Contractor will supply a cash bond to the State by having the purchaser(s) withhold the specified dollars per thousand board feet or equivalent, if forest products other than sawlogs are delivered to the purchaser(s). Purchaser(s) shall withhold specified slash management monies and shall report and remit such withholding to the IDL. This remittance becomes a cash bond held by the State. The Contractor will manage the fire hazard created to the specifications in the (Slash Rules) on or before the expiration date of this agreement (or extension). Upon completion of the fire hazard management work, the Contractor will notify the State in writing whereupon the State may inspect for satisfactory completion. The State will make payment of the withheld monies, less six percent to the Fire Suppression/Forest Practice accounts, and issue a Certificate of Clearance. If the Contractor fails to manage the fire hazard, all bond monies will be forfeited. The Contractor will be liable for the cost of suppression after the expiration date, if the work is not completed as specified in Idaho Code §38-122.

All Options: Purchaser(s) will report volume and/or remit monies as indicated for the particular option on or before the end of the month for the preceding month's purchases. The slash withholding rate shall be the minimum rate in force at the time the products are delivered to the Purchaser unless otherwise indicated as follows: \$_____ per _____.

This Certificate of Compliance expires: unless IDL grants a written extension.

Slash District/Phone Number: Mica (208)769-1577

The following are applicable to all of the options:

- This Certificate may be cancelled, revoked, rescinded, or amended by IDL for failure to comply with any provision herein upon written notice to the Contractor, Landowner, Timber Owner, Operator, and Purchaser.
- This Certificate may not be assigned to another party or amended by the Contractor, except with the written approval of IDL.
- The Contractor shall retain, and make available for inspection by IDL, the log delivery or payment slips for forest products hauled to all purchasers.
- No forest practice or conversion of forest land shall be conducted until IDL has formally accepted the notification.
- On-site inspections may be conducted by IDL to ensure compliance with all the laws and rules governing fire prevention, fire hazard management, and forest practices on private land.

[Signature]
Signature of Contractor (Certificate Holder),
or of a Duly Authorized Representative

Contractor
Title

Brian Farley
Printed Name

Date

12/20/23

NOTIFICATION OF FOREST PRACTICE PURSUANT TO IDAHO CODE §38-1306

This Notification is being made by: Brian Farley

(Landowner, Timber Owner or Operator)

Operator: Brian Farley

Operator Name

Mailing Address: 23134 N Derting Rd

Street

Hayden

City

ID

State

83835

Zip:

Phone: 208-661-1218

Email: longwalker@jrcda.com

If a non-resident Operator (See Idaho Code Section 38-1303(3)) does not own real property in the state of Idaho, the Operator will be required to post a bond under Idaho Code §38-1306A.

By providing the following notification, the Operator, Landowner, or Timber Owner named above agrees to comply with provisions of Idaho Code §38-1306:

- ☒ Harvesting of Forest Tree Species
- ☒ Road Construction Associated with Harvesting of Forest Tree Species
- ☒ Reforestation Met by: Leaving Adequate Residual Stocking
- ☒ Management of Slashings or Use of Prescribed Fire Resulting from Harvest, Management or Improvement of Forest Tree Species
- ☐ Use of Chemicals or Fertilizers for the Purpose of Growing or Managing Forest Tree Species
- ☒ Conversion in Use to: Agriculture_Grazing
- ☐ Forest Practice Occurring on State Administered Land

The following information shall be provided to the Idaho Department of Lands to evaluate the potential for water quality and erosion impacts.

Class I Stream No If 'Yes' to Class I Stream, Select FP Steep Slopes Greater Than 45% No
Harvesting Option: N/A Gradient

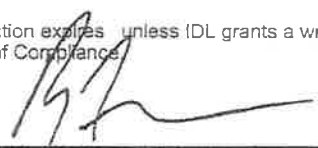
Class II Stream No Lake No

Stream Crossing Installation Erodible Soils Yes

Perennial Stream? No If 'Yes', an additional permit may be Map Provided
needed for the stream crossing.

Site-Specific BMPs No

This notification expires unless IDL grants a written extension. The State's authority to enter the property to conduct inspections survives the expiration of the Certificate of Compliance.


Signature of Operator, or of a Duly Authorized Representative

Operator

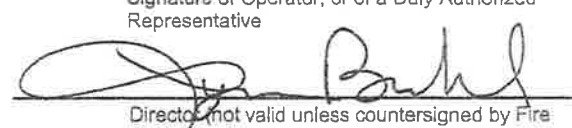
Brian Farley

Title

Printed Name

Date

12/20/23


Director (not valid unless countersigned by Fire Warden or Duly Authorized Agent)

OSII

Lynn Buhl

Title

Printed Name

Effective Date

12/20/23

Area for Forest Practices: Mica

☐ Fire Bureau (Original) ☐ County Assessor ☐ Contractor ☐ District Office ☐ FPA Manager ☐ Land Owner ☐ Operator ☐ Other ☐ Purchaser