

RECEIVED

AUG 15 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

GENERAL INFORMATION AND INSTRUCTIONS

Pursuant to Section 42-222(1), *Idaho Code*, a transfer application may be filed to change the point of diversion, place of use, period of use, or nature of use of all or part of an established water right. Any person proposing to make such a change is required to file a transfer application with the Department. "Such application shall be upon forms furnished by the department and shall describe the [water right] to be changed and the changes which are proposed and shall be accompanied by the statutory filing fee." *Idaho Code* § 42-222(1).

The Department has developed this application form to assist applicants in satisfying the requirements of Section 42-222(1). This application form requests information about the applicant's authority to file (Part 1), information about the current elements of the water right(s) to be changed (Part 2), information about the proposed changes (Part 3), information about the validity of the water right(s) and the effects of the proposed changes (Part 4), and confirmation that the information provided is truthful (Part 5).

The applicant or their representative must provide a response for all applicable questions, any additional information required, and the proper filing fee before this application will be considered complete. If an application is incomplete or more information is required, the Department will notify the applicant or representative and allow time for the application to be completed. An application that remains incomplete will be returned to the applicant and the filing fee will be refunded.

An application for transfer is limited to the changes proposed for a single water distribution system. A proposal to change two or more separate water distribution systems, that will remain separate after the transfer, must be filed as separate applications. Applicants may provide additional pages to supplement their responses to the questions posed on this application form. Supplemental forms for listing additional water rights, points of diversion, or places of use can be found on the Department's website (idwr.idaho.gov). If you need assistance understanding the questions on this form, generating current water right reports, determining legal descriptions, or accessing water measurement records feel free to contact the nearest regional office of the Department.

PART 1 – CONTACT INFORMATION, OWNERSHIP RECORDS, AUTHORITY TO FILE

Name(s) of Applicant(s) Flying Squirrel Productions LLC
Mailing Address 15560 N Frank Lloyd Wright BLVD Ste B4-410 Scottsdale, AZ 85260-2091
Email* jneeley@briodest.com Phone 208-720-6913
Name of Representative (if any) Zach Latham- Brockway Engineering PLLC
Mailing Address 2016 Washington St. N Suite 4 Twin Falls, ID 83301
Email* zach.latham@brockwayeng.com Phone 208-736-8543

*If an email address is provided, Department staff will use email as the primary method for corresponding with the applicant and representative about the application.

A. Representative. If the representative is authorized to sign or amend the application on behalf of the applicant, attach documents confirming that authority. Label documents as Attachment 1A.

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B. Current Owner. If the applicant is not the current owner of record for all water rights included in this application, attach documents showing that the applicant has the authority to make the proposed changes. Label documents as Attachment 1B.

C. Updating Ownership Records. Applicants needing to update the ownership records for any of the water rights included in this application must attach documents supporting the ownership change. Such documents must trace ownership of the subject water rights or the current place of use for the subject water rights from the current owner of record for the water rights to the applicant. Label documents as Attachment 1C.

D. Business Entities. If the applicant is a business entity (corporation, LLC, partnership, trust, etc.), is the entity currently registered with the Idaho Secretary of State?

☐ Yes. If this application is signed by someone other than a person listed on the most recent annual report filed with the Idaho Secretary of State, attach documents confirming the authority of the signer to sign on behalf of the business entity. Label documents as Attachment 1D.

☒ No. Attach documents confirming the authority of the signer to sign on behalf of the business entity. Label documents as Attachment 1D.

E. Approval of Irrigation Delivery Entity. Section 42-108, *Idaho Code*, states that a transfer application proposing to change water rights held by an irrigation company or district requires the consent of the irrigation entity. If this application proposes to change water rights held by an irrigation entity, attach a letter of consent from the entity (labeled as Attachment 1E) or have an authorized representative of the entity co-sign the application.

F. Encumbered Properties. If the current place of use for the water rights included in this application is subject to a lien, deed of trust, mortgage, or contract and the application proposes to change the nature of use of the water rights or to move water rights off the current place of use, attach a statement of consent for the change signed by the lien holder, trustee, mortgagor or contract holder. Label documents as Attachment 1F.

G. Legal Access. If the applicant is not the current owner of the proposed point(s) of diversion, conveyance system, or place(s) of use, provide evidence of legal access to the land or infrastructure not owned by the applicant. Label documents as Attachment 1G. For example, an applicant may provide a letter of consent from the owner of the land or conveyance system or may have the owner co-sign the application. For applications proposing to divert water on or convey water across federal land, an applicant is not required to demonstrate legal access to the federal land prior to approval. Instead, if the transfer application is approved, the applicant must obtain access authorization from the relevant federal agency prior to diverting water under the subject water rights.

PART 2 – WATER RIGHTS BEFORE PROPOSED CHANGES

A. Current Water Rights. For each water right proposed to be changed, attach a current water right report obtained from any Department office or from the Department's website (idwr.idaho.gov). Label water right reports as Attachment 2A.

B. Map of Current System. Attach a map of the current point(s) of diversion and place(s) of use for the water rights to be changed. The map should clearly depict the elements of the water rights to be changed. For example, if the application proposes to change the point of diversion for a water right, the map should display the current location of the point of diversion. For irrigation water rights, the map should also identify the location of the irrigated acres to be changed. Label map as Attachment 2B.

Page _____ of _____

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

Current Water Right No.: 37-21842

Current Owner: FLYING SQUIRREL PRODUCTIONS LLC

Priority Date: 9/25/1954

Origin: Water Right

Status: Water Supply Bank Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DIVERSION TO STORAGE	04/15 to 10/31	0.1 CFS	
RECREATION STORAGE	1 /1 to 12/31		11.6 AF
	<u>Total Diversion</u>	0.1 CFS	11.6 AF

Location of Point(s) of Diversion

GROUND WATER	NE1/4NE1/4	Sec. 13,	Twp 01N,	Rge 18E B.M.
BLAINE County				

Place of Use

RECREATION STORAGE Within BLAINE County

T01N R18E S13	NENE	T01N R18E S13	SENE
---------------	------	---------------	------

Place of Use: DIVERSION TO STORAGE same as RECREATION STORAGE

Conditions of Approval:

1. The right holder shall make full beneficial use of all surface water rights available to the right holder for the recreational pond. The right holder shall limit the diversion of ground water under Water Right 37-21842 to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to supply the recreation pond authorized under these rights.
2. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversions.
3. T19 Pursuant to Idaho Code § 42-1412(6), 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 determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
4. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
5. 219 Rights 37-510A, 37-685D, 37-21842, 37-21849, 37-21866, 37-21883, 37-21900 and 37-21917 authorize total annual storage volume of 81.9 acre-feet, 70.3 acre-feet to be used for the initial filling or carryover storage of the reservoir and 11.6 acre-feet for the replacement of losses caused by seepage and evaporation.
6. 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.
7. Rights 37-21842, 37-21849, 37-21866, 37-21883, 37-21900, and 37-21917 authorize the diversion of an annual total of 11.6 acre-feet to be used for the storage of water in the pond to replace losses caused by evaporation from the pond.
8. The right holder shall maintain an earthen liner in the pond to minimize seepage losses.
9. R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37.
10. 046 Right holder shall comply with the drilling permit requirements of Idaho Code § 42-235 and applicable Well Construction Rules of the Department.
11. Rights Nos. 37-510A, 37-685D, 37-21842, 37-21849, 37-21866, 37-21883, 37-21900, and 37-21917 are limited to a combined diversion rate of 4.40 cfs.
12. Right Nos. 37-510A and 37-685D are also used for storage of water in the pond for recreation. The pond used for storage of water for recreation under 37-510A, 37-685D, 37-21842, 37-21849, 37-21866, 37-21883, 37-21900 and 37-21917 shall not exceed a total capacity of 70.3 acre-feet or a total surface area of 14.9 acres.

Decreed Date: 9/24/2010

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

Current Water Right No.: 37-23601

Current Owner: FLYING SQUIRREL PRODUCTIONS LLC
Priority Date: 9/25/1954
Origin: Water Right
Status: Active
Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/15 to 10/31	0.216 CFS	31.5 AF
	Total Diversion	0.216 CFS	31.5 AF

Location of Point(s) of Diversion

GROUND WATER NE1/4NE1/4 Sec. 13, Twp 01N, Rge 18E B.M.
BLAINE County

Place of Use

IRRIGATION Within BLAINE County

T01N R18E S13	NENE	4.50	T01N R18E S13	SENE	4.50
Total Acres: 9					

Conditions of Approval:

1. R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37.
2. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
3. X35 Rights 37-23596, 37-23597, 37-23598, 37-23599, 37-23600, and 37-23601 when combined shall not exceed the irrigation of 9.0 acres.
4. 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.
5. T19 Pursuant to Idaho Code § 42-1412(6), 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 determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
6. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).

Decreed Date: 9/24/2010

C. Current Location of Irrigated Acres. If this application proposes to change the place of use or nature of use for only a portion of an irrigation water right, use the following table to identify the current location of the irrigated acres to be changed. If additional pages are required, label additional pages as Attachment 2C. If this application proposes to change or rearrange the entire place of use for irrigation water right(s), skip to Part 3.

☒ **N/A.** This application does not propose to change the place of use or nature or use of an irrigation water right or this application proposes to change the place of use or nature of use for an entire irrigation right.

Current Location of Irrigated Acres to be Changed

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	

Total Irrigated Acres to be Changed: _____

PART 3 – DESCRIPTION OF PROPOSED CHANGES

A. Purpose of Transfer. Section 42-222(1), *Idaho Code*, states that transfer applications may only be filed to change the point of diversion, place of use, period of use, or nature of use of an established water right. Section 42-248(3), *Idaho Code*, authorizes water right ownership changes to be described on a transfer application. Identify the changes proposed in this application:

- | | |
|---|---|
| ☐ Change point(s) of diversion | ☐ Change place of use |
| ☒ Add point(s) of diversion | ☐ Change period of use |
| ☐ Change nature of use | ☐ Update water right ownership records |

B. Proposed Changes. Describe the proposed changes in narrative form:

Applicant seeks to add an additional point of diversion to 37-21842 and 37-23601, no other change is contemplated.

C. Summary of Proposed Changes.

1. Water Rights. Use the following table to list all water rights, or portions thereof, that are proposed to be changed as they would appear after the proposed changes. In the Amount column, list the volume in acre-feet (af) for storage uses or the rate in cubic feet per second (cfs) for all other uses.

All or Part	Right Number	Amount (cfs/af)	Nature of Use	Period of Use	Source
☒ ☐	37-21842	0.1 cfs /	Diversion To Storage	4/15 to 10/31	Ground Water
☒ ☐		/ 11.6 AF	Recreation Storage	01/01 to 12/31	Ground Water
☒ ☐	37-23601	0.216 cfs / 31.5 AF	Irrigation	4/15 to 10/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

2. Total Amounts. Calculate the total quantity, in cfs or af, of water rights that are proposed to be changed through this application. For an application proposing to only change the place of use for irrigation rights, the total quantity of water is calculated by comparing the current place of use to the proposed place of use, summing the number of acres increased in each legal subdivision, and quantifying the proportional amount of diversion rate for the increased acres. For an application proposing to change or add points of diversion for irrigation or any other beneficial use, the total amount is the total diversion rate for the changed portion of the right.

Total Amount of Water Rights Proposed to be Changed: 0.316 cfs and/or 42.543.1 af. *

3. Point(s) of Diversion. Use the following table to list all the proposed points of diversion for the water rights to be changed, including any current points of diversion that will continue to be used as part of the proposed water distribution system.

The legal description for the proposed point(s) of diversion must be to the nearest 40-acre subdivision (QQ) or U.S. Government Lot of the Public Land Survey System (PLSS). PLSS information is typically available from USGS topo maps, property deeds, tax bills or various mapping tools on the Department's website.

For points of diversion within platted subdivisions, list the lot and block number in the "Diversion Name/Number" column. An application proposing an injection into a stream and a re-diversion from that stream must list the source for the original diversion as the source for the injection and re-diversion points. If this application proposes construction of a new diversion structure (for example, a new ground water well or a new pump station on a creek), please indicate the status in the appropriate column.

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* See email in file dated 8/18/25

☐ N/A. This application does not propose to add or change any points of diversion.

Proposed Points of Diversion

New?	Twp	Rge	Sec	Lot	1/4	1/4	1/4	County	Source	Diversion Name/Number
NO	01N	18E	13			NE	NE	BLAINE	GROUND WATER	EXISTING WELL
YES	01N	18E	13			NE	NE	BLAINE	GROUND WATER	NEW WELL

4. Place of Use. The proposed place of use must be described to the nearest 40-acre subdivision (QQ) or U.S. Government Lot of the Public Land Survey System. Government lot numbers can be noted in parenthesis below the approximate quarter-quarter location of the government lot. For water rights held by irrigation districts, municipal providers or irrigation companies, the proposed place of use may be generally described as authorized by Sections 42-202B, 42-219 and 42-222B, *Idaho Code*.

☒ N/A. This application does not propose to change the place of use.

Proposed Place of Use

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	

Total Irrigated Acres: _____

5. Map of Proposed System. Attach a map showing the location of the points of diversion, reservoirs, dams, canals, ditches, pipelines and other works proposed to divert and convey water. Also show the location of the place of use, including any lands to be irrigated. The map should delineate the legal subdivisions including townships, ranges, sections, quarter-quarters and government lots. Label map as Attachment 3C.

PART 4 – ADDITIONAL INFORMATION

Section 42-222(1), *Idaho Code*, establishes the criteria used to evaluate transfer applications. An applicant bears the burden of demonstrating that the water right to be changed is a valid right, that the proposed use is a beneficial use, and that the proposed changes will not injure other water rights, will not enlarge the use of the original rights, are in the local public interest, and are consistent with the conservation of water resources within the state of Idaho. To satisfy this burden, an applicant must provide sufficient data and information for the

Department to evaluate the effects of the proposed change. The Department may deny an application if the applicant fails to provide sufficient data and information to determine whether the criteria from Section 42-222(1) are satisfied. In addition to the information requested in Parts 1-3 of this application, the following information must be provided for an application to be considered complete. Department staff may request additional information or clarification as the application is processed.

A. Validity of Water Rights

1. If one or more of the water rights proposed to be changed is a statutory claim, established pursuant to Section 42-248, *Idaho Code*, attach evidence supporting the priority date claimed. Label documents as Attachment 4A-1. For statutory claims, the Department may conduct a field inspection as part of the application review process to evaluate the water right elements listed on the statutory claim.

2. Has any portion of the water right(s) proposed to be changed undergone a period of five or more consecutive years of non-use?

☐ Yes. Attach a statement describing the portion of the right(s) that were not used and the length of time of the non-use. In addition, identify any exception or defense to forfeiture and provide a detailed description as to why the water rights have not been lost and forfeited for non-use. Label documents as Attachment 4A-2. Statutory exceptions or defenses to forfeiture are set forth in Section 42-223, *Idaho Code*.

☒ No.

B. Injury to Other Water Rights

1. Identify any other water right(s) diverted at the current point(s) of diversion.

NONE.

2. Identify any other water right(s) diverted at the proposed point(s) of diversion.

NONE.

3. Is the proposed point of diversion within a state water district? ☒ Yes. Water District # 37. ☐ No.

4. If already constructed and in use, are the proposed points of diversion equipped with Department-approved measuring devices? ☒ Yes. ☐ No.

5. If this application proposes to divert a surface water right from a ground water well, attach a technical analysis evaluating the hydraulic connection between the proposed ground water point of diversion and the source of water listed on the right to be changed. Label technical analysis as Attachment 4B-5.

6. If this application proposes changing the point of diversion for a ground water right in the Eastern Snake Plain Aquifer (ESPA), attach a technical analysis of the anticipated depletions to reaches of the Snake River that are hydraulically connected to the ESPA using the Department's current ground water model for the ESPA. The technical analysis must evaluate depletion impacts in a time-series format at transient and steady state time steps. To assist applicants in preparing the required technical analysis, the Department has developed a transfer tool interface for the ESPA model. The transfer tool and user instructions can be downloaded from the Department's website (idwr.idaho.gov). If the proposed and current points of diversion are in the same or adjacent model cells, no technical analysis is required, unless specifically requested by the Department. Label technical analysis as Attachment 4B-6.

C. Enlargement in Use

1. Identify any other water rights used at the current place of use, including the number of shares in a canal company or acres assessed by an irrigation district.

37-510A, 37-685D, 37-21842, 37-21849, 37-21866, 37-21883, 37-21900, 37-21917.

37-23596, 37-23597, 37-23598, 37-23599, 37-23600, 37-23601.

2. Identify any other water rights used at the proposed place of use, including the number of shares in a canal company or acres assessed by an irrigation district.

N/A.

3. If this application proposes changing the place of use or nature of use for irrigation water rights, will the current place of use, for the portion of the right to be changed, continue to be irrigated?

☐ Yes. Identify the water right(s) to be used for the continued irrigation.

☐ No. The place of use for the portion to be changed will no longer be irrigated.

☒ N/A. The application does not propose to change the place of use for irrigation rights.

4. Unstacking Water Rights for Irrigation. If this application proposes to change the place of use for an irrigation water right that is combined with other irrigation rights at the current place of use but does not propose to change the place of use for all the stacked irrigation rights, attach evidence of the historical consumptive use occurring under all water rights at the current place of use. For irrigation rights, this should include at least five years of diversion data and/or crop data and estimates of evapotranspiration. Label the information as Attachment 4C-4. Evapotranspiration data may be available on the Department's website (<http://et-idwr.idaho.gov>)

5. If the application proposes to change the nature of use for a water right, attach evidence of the historical consumptive use occurring under the portion of the water right to be changed. For irrigation rights, this should include diversion data, crop data and estimates of evapotranspiration. Label the information as Attachment 4C-5. Evapotranspiration data may be available on the Department's website (<http://et-idwr.idaho.gov>)

6. If the application proposes to change the nature of use of a water right to municipal use for reasonably anticipated future needs, complete the form titled "Municipal Water Right Application Checklist" found on the Department's website (idwr.idaho.gov). Label the form as Attachment 4C-6.

7. To your knowledge, are any portions of the water rights proposed to be changed:

Yes	No	
☐	☒	currently leased to the Water Supply Bank?
		If yes, complete the form titled "Application for Transfer of Water Right Attachment WSB" found on the Department's website (idwr.idaho.gov). Label the Form as <u>Attachment 4C-7</u> .
☒	☐	currently used in a mitigation plan limiting the use of water under the right?
☐	☒	subject to an agreement not to divert (CREP)?
☐	☒	currently enrolled in a federal set-aside program (CRP)?

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DEPT. OF WATER RESOURCES
SOUTHERN REGION**D. Local Public Interest**

The department must consider whether the proposed changes are in the local public interest as defined in Section 42-202B(3), *Idaho Code*. Some of the local public interest factors that may be considered in conjunction with a transfer application are (1) Recreation, fish, and wildlife impacts, (2) Water quality or contamination concerns, (3) Local and state ordinances, regulations, or policies related to water use, (4) Goals, requirements and limits set forth in the State Water Plan. If you choose to provide information about local public interest factors, label the information as Attachment 4D.

E. Conservation of Water Resources

Describe the diversion works and water delivery system. This may include sizes and dimensions of pumps, pipelines, headgates, ditches, dams, impoundments and irrigation equipment.

Existing surface water diversion and existing well provide water to existing lake and irrigation system.

New well will be used to divert water authorized under 37-21842 and 37-23061. New well will be hydraulically connected to existing lake fill and irrigation system.

PART 5 – FILING FEE AND SIGNATURE

A. Filing Fee. Filing fees for transfer applications are set forth in Section 42-221.O, *Idaho Code*. A table summarizing the filing fees for transfer applications is also found on the Department's website (idwr.idaho.gov). Any application proposing to change the nature of use for one or more rights requires an additional filing fee of \$250. Applications proposing to update the ownership records for water rights must also include the appropriate filing fee to update the ownership records. For any application relying on the filing fee set forth in Section 42-221.O.8, *Idaho Code*, attach a statement describing how the application qualifies under Section 42-221.O.8. Label documents as Attachment 5A.

B. Affidavit of Applicant or Representative:

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 Representative*

Print Name and Title, if applicable

Date

Signature of Applicant or Representative*

Print Name and Title, if applicable

Date

*If water rights included in this application are owned by multiple people or entities, each owner must sign the application form.

FOR DEPARTMENT USE ONLYFee Paid: \$ 500 -Receipt #: 5040736Date: 8.15.2025Received by: DM

Add'l Paid: \$ _____

Receipt #: _____

Date: _____

Received by: _____

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0 250 500 Feet

FLYING SQUIRREL PRODUCTIONS LLC
POD WATER RIGHT TRANSFER

BROCKWAY ENGINEERING, PLLC.
GWS - Date: 8/15/2025

90007

NAIP 2023 AERIAL

Legend

 POD- Well



Order Number: 19335290

Warranty Deed

For Value Received,

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

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

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

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

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

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

Dated: 06/11/2019

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

X

By: R. Miles Stanislaw, Managing Member

State of Florida, County of Broward, ss.

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

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

Susan Jean Coe

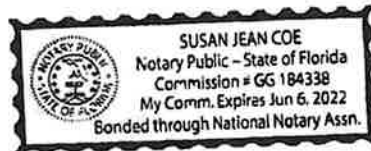
Notary Public

Residing In:

Broward County Florida

My Commission Expires:

June 6, 2022



OPERATING AGREEMENT
OF
FLYING SQUIRREL PRODUCTIONS, LLC

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

W I T N E S S E T H:

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

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

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

ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

1.10. "Fiscal Year" means the calendar year.

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

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

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

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

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

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

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

ARTICLE II

Formation

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

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

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

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

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

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

ARTICLE III

The Member's Capital and Capital Account

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

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

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

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

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

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

ARTICLE IV

Allocations and Distributions

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

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

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

ARTICLE V

Transfer and Assignment

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

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

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

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

ARTICLE VI

Management Rights and Duties of the Member

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

6.02. Management Powers.

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

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

(i) deal in any assets, whether personal property or real property;

(ii) sell, lease, exchange or convey title to, and grant options for the sale of, all

or any portion of the Company's property;

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

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

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

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

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

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

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

6.03. Limitation on Liability of the Member.

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

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

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

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

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

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

ARTICLE VII

Fiscal Affairs

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

7.02. Books and Records.

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

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

7.03. Accounting and Reports.

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

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

ARTICLE VIII

Dissolution

8.01. Dissolution of Company.

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

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

8.02. Liquidation of Assets.

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

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

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

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

ARTICLE IX

Miscellaneous

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

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

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

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

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

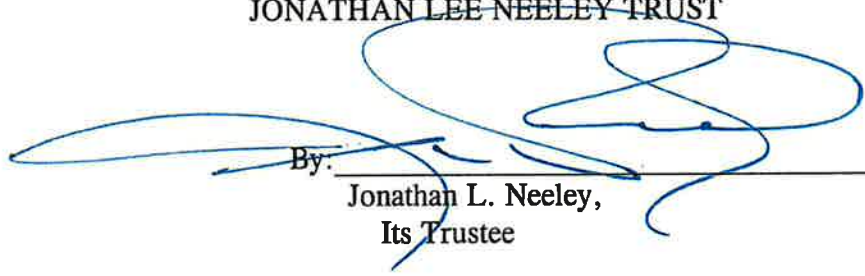
9.06. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Member and, except as otherwise provided herein, to its heirs, executors, administrators, other legal representatives, successors and assigns.

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

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

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

JONATHAN LEE NEELEY TRUST

By: 

Jonathan L. Neeley,
Its Trustee

SCHEDULE A
TO
OPERATING AGREEMENT
OF
FLYING SQUIRREL PRODUCTIONS, LLC

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

LEGAL NOTICES

of Procedure may be obtained at the following link:

<https://adminrules.idaho.gov/rules/current/37370101.pdf>. The protest must include a certificate of service showing that a copy of the protest has been mailed or delivered personally to counsel for the Bingham.

Mathew Weaver, Director

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 3 & 10, 2025

NOTICE OF PROPOSED CHANGE
OF WATER RIGHT
TRANSFER NO. 90007

FLYING SQUIRREL PRODUCTIONS LLC, 15560 N FRANK LLOYD WRIGHT BLVD STE B4-410, SCOTTSDALE, AZ 85260-2091 has filed Application No. 90007 for changes to the County water rights within BLAINE County(s): Right No(s). 37-21842, 37-23601; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/appos/waterrights/queries/wtrtransfers/>. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes adding a new well to be drilled as a second point of diversion (POD) for a recreation storage ground water right (0.1 cfs; 11.6 af) and an irrigation ground water right (0.216 cfs; 31.5 af). Proposed POD will be located approximately 2.8 miles south and 0.2 miles east of the center of Bellevue.

For additional information concerning the property location, contact Southern Region office at (208)736-3033. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Southern Region, 650 ADDISON AVE W STE 500, TWIN FALLS ID 83301-5858 together with a protest fee of \$25.00 for each application on or before September 22, 2025. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 3 & 10, 2025

NOTICE OF PUBLIC HEARING
Hailey Planning and Zoning
Commission
Monday, September 18, 2025
5:30 p.m.

PUBLIC NOTICE IS HEREBY GIVEN that the Hailey Planning & Zoning Commission will hold a Public Meeting at 5:30 p.m. on Monday, September 15, 2025, to be held in person, and virtually as a remote telecommunication meeting, and in compliance with the Open Meetings Law. The GoToMeeting information is available on the city website. The city strives to make the meeting available virtually but cannot guarantee access due to platform failure, internet interruptions or other potential technological malfunctions. The Public Hearing will be conducted on the following item(s):

- Consideration of a Conditional Use Application by Cassidy Thompson for the approval to open a dance studio (health and fitness facility) at 3950 Woodside Blvd (Lot 1, Block 45, Woodside Subdivision #10), a parcel located within the Light Industrial (LI) Zoning District. This is an existing conditional use of health and fitness facility at this location.

- Consideration of a Planned Unit Development Application by Skyway Apartments, an applicable seeking the approval to convert the existing motel/short-term rental units into fifty (50) long-term rental units, to comprise twelve (12) studio units, twenty (20) one-bedroom units, fifteen (15) two-bedroom units and three (3) three-bedroom units. Five (5) of the proposed fifty (50) residential units would be perpetually dedicated rent-restricted

housing as this project's community benefit. This project is located at 804 South 4th Avenue (Lot 1B, Block 137, Townsite) in the Limited Business (LB) and Townsite Overlay (TO) Zoning Districts.

All interested persons are invited to attend this public hearing using telecommunication devices or submit written comments or direct questions to the Community Development Assistant at 115 South Main Street, Hailey, Idaho 83333, or planning@haileycityhall.org. For special accommodation or to participate in the noticed meeting, please contact the City Clerk 208.788.4221.

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 3, 2025

NOTICE OF PUBLIC HEARING
Hailey City Council
Monday, September 22, 2025
5:30 p.m.

PUBLIC NOTICE IS HEREBY GIVEN that Hailey City Council will hold a Public Meeting at 5:30 p.m. on Monday, September 22, 2025, to be held in person, and virtually as a remote telecommunication meeting, and in compliance with the Open Meetings Law. The GoToMeeting information is available on the city website. The city strives to make the meeting available virtually but cannot guarantee access due to platform failure, internet interruptions or other potential technological malfunctions. The Public Hearing will be conducted on the following item(s):

- Consideration and review of the Five-Year Update to the Development Impact Fee (DIF) Ordinance which considers land use assumptions, level of service and facility needs, capital improvement plan; and review of cost allocation alternatives for each Development Impact Fee; reviewed and processed pursuant to Idaho Code 67-8206.

All interested persons are invited to attend this public hearing using telecommunication devices or submit written comments or direct questions to the Community Development Assistant at 115 South Main Street, Hailey, Idaho 83333, or planning@haileycityhall.org. For special accommodation or to participate in the noticed meeting, please contact the City Clerk 208.788.4221.

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 3, 2025

NOTICE OF HEARING BEFORE THE
KETCHUM PLANNING & ZONING
COMMISSION

Meeting Date: September 23, 2025
Meeting Time: 4:30 PM, or thereafter as the matter can be heard.
Meeting Location: City Hall Council Chambers, 191 5th Street W, Ketchum, Idaho. The meeting will be livestreamed at www.ketchumidaho.org/meetings. Public comment may be given remotely, when the public comment portion of the meeting for this item is opened. The link to join the webinar for the meeting is: <https://ketchumidaho-zoom.us/j/86963679090>. Webinar ID: 86963679090. This information can also be found on the meeting agenda.
Project Name: Sawtooth Serenade
Project Location: 260 N 1st Ave (Lot 5A, Block 38, Ketchum Townsite)
Zoning: Community Core – Mixed Use Subdistrict 2 (CC-2)
Representatives: Dave Thielsen – Thielsen Architects
Property Owner: Distrustful Ernest Revocable Trust U/A/D 02/03/16
McCaw Nell Elizabeth - Trustee
Application Type: Final Design Review
File Number: P24-027
Project Description: The Ketchum Planning & Zoning Commission will conduct a public hearing to review the Design Review application for the Sawtooth Serenade project. The project proposes to develop a new ~23,000 gross-square-foot multi-family project, with a total of two dwelling

units, on a vacant property located at 260 N 1st Ave in the Community Core Subdistrict 2 – Mixed Use (CC-2) zone district. The proposed project includes two residential units, ground level parking accessed from the alley, and common recreation areas on the ground floor.

Project application(s) and plans are available on the City website at the following link: <https://www.ketchumidaho.org/activeapplications>.

A copy of the Staff Report will be available on the City website at the following link <https://ketchumidaho.org/meetings>. The meeting will be livestreamed with the video feed accessible at the same link at 4:30 p.m. the day of the meeting.

NOTICE IS FURTHER GIVEN that at the aforementioned time all interested persons shall be given an opportunity to comment on the matter stated above. Comments on this project may be provided using the information above. Comments and questions prior to the hearing may be directed to the Ketchum Department of Planning and Building, P.O. Box 2315, Ketchum, Idaho, 83340, via email to participate@ketchumidaho.org, or via facsimile to (208) 726-7812. Written comments received by 5:00 PM, seven (7) days prior to the hearing will be included as an attachment to the staff report. For additional information, please call (208) 726-7801.

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 3, 2025

LEGAL NOTICE OF
ADVERTISEMENT
FOR SALE AT PUBLIC AUCTION

The public is notified that a sale of certain personal property shall occur as provided pursuant to Idaho Code Section 55-2306(3) to satisfy a lien claim based on an obligation owed by JAMI JUAREZ AND TINA GOODENOUGH whose last known address is GENERAL DELIVERY - KETCHUM, ID, 83340.

The sale shall occur at 10:00 o'clock a.m. on the 13th day of SEPTEMBER, 2025, at Valley Self Store, 1041 Airport Way, Hailey, Idaho 83333.

The property to be sold is the contents of a storage unit at Valley Self Store and is generally described as: personal effects.

DATED this 8th day of AUGUST, 2025

VALLEY SELF STORE

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 3 & 10, 2025

CITY OF BELLEVUE, IDAHO
ORDINANCE NO. 25-12

AN ORDINANCE OF THE CITY OF BELLEVUE, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR 2026 BEGINNING ON OCTOBER 1, 2025, APPROPRIATING FUNDS DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BELLEVUE, IDAHO:

SECTION 1. That the sum of \$7,644,965 be appropriated to defray the necessary expenses and liabilities for the City of Bellevue, Idaho, for the fiscal year beginning October 1, 2025.

SECTION 2. That the objects and

purposes for which said appropriation is made and the amount of each object and purpose is as follows:

GENERAL FUND: \$2,511,815
WATER FUND: \$3,855,719
WASTEWATER FUND: \$1,277,431

TOTAL CITY BUDGET: \$7,644,965

SECTION 3. That a general tax levy on all taxable property within the City of Bellevue be levied in the amount allowed by law for the general purposes for said City for the fiscal year beginning October 1, 2025.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. This ordinance shall take effect and be in force upon its passage, approval, and publication in one issue of the Idaho Mountain Express, a newspaper of general circulation in the City of Bellevue, and the official newspaper of said City.

PASSED by the Common Council of the City of Bellevue, Idaho, and APPROVED by the Mayor of Bellevue this 25th day of August, 2025.

/s/ Christina Giordani, Mayor

ATTEST:

/s/ Amy Phelps, City Clerk

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 3 & 10, 2025

NOTICE OF
TRUSTEE'S SALES

NOTICE OF TRUSTEE'S SALE

NOTICE IS HEREBY GIVEN that on January 8, 2026 at the hour of 11:00 AM of said day, at the front steps of the Old Courthouse Building, 206 1st Avenue South, Hailey, ID 83333, The Trustee will sell at public auction to the highest bidder, for cash in lawful money of the United States of America, all payable at the time of sale, the following described real property situated in the County of Blaine, State of Idaho, and described as follows, to-wit:

Township 3 North, Range 18 East, Boise Meridian, Blaine County, Idaho

Sections 29 and 32: A parcel of land in the Southwest Quarter of the Southwest Quarter of Section 29 and the Northwest Quarter of the Northwest Quarter of Section 32, more particularly described as follows:

Beginning at a point on the South line of said Section 29, from which the Southwest corner of said Section 29 bears North 89°35'; West 475.00 feet; thence North 89°35' West, along said Section line, 184.00 feet to a point in the approximate center of Deer Creek; thence South 46°00' West upstream along the approximate center of Deer Creek 148.00 feet; thence North 89°35' West 120.00 feet; thence North 40°00' West 70.00 feet; thence North 25°00' East 100.00 feet; thence North 08°00' West 180.00 feet; thence North 44°00' West 50 feet, to a point on the West line of said Section 29; thence North, along said section line and leaving Deer Creek, 239.19 feet; thence South 38°26' East 383.66 feet; thence South 50°07' East 306.00 feet to the POINT OF BEGINNING.

The Seller has no knowledge of a more particular description of the above-described real property, but for purposes of compliance with Idaho Code Section 60-113, the Trustee has been informed that the street address of 69 Deer Creek Rd., Hailey, ID 83333, may sometimes be associated with said real property.

Said sale will be made, without covenant or warranty regarding title, possession or encumbrances, to satisfy the obligation secured by and pursuant to the power of sale conferred in the Deed of Trust made and entered into on May 14, 2024, by and among Megan Lengyel, an unmarried woman, as Grantor, and Pioneer Title Company of Blaine County, as Trustee, and Gay Lee Weinberg Living Trust as to an undivided 50,000,00/1,800,000.00 interest; Gwen Mastlin, a married woman as her sole and separate property as to an undivided 100,000,00/1,800,000.00 interest; Skylar Tregrove, LLC, a Nevada limited liability company as to an undivided 100,000,00/1,800,000.00 interest; G. Michael Whitesides, Trustee of the Whitesides Family Trust as to an undivided 100,000,00/1,800,000.00 interest; Steven V. Rheuban or Marjorie L. Rheuban, Husband and Wife as Joint Tenants as to an undivided 100,000,00/1,800,000.00 interest; Loretta Hargaden, Trustee Of The John And Loretta Hargaden Family Trust Dated 12/24/2004 as to an undivided 175,000,00/1,800,000.00 interest; Donna L. Todd, a single woman as to an undivided 275,000,00/1,800,000.00 interest; and Riviera Investments West, Inc., a Nevada corporation as to an undivided 900,000,00/1,800,000.00 interest, as Beneficiary; said Deed of Trust having been filed of record on May 16, 2024 as Instrument # 708215, re-recorded at #708275, Official Records of Blaine County, Idaho. The naming of the above Grantor(s) is done to comply with Idaho Code Section 45-1506(4)(a); no representation is made as to the responsibility of Grantor(s) for this obligation.

The default for which the sale is to be made is that Grantor(s) have failed to pay one or more monthly installment payments under a deed of trust note dated May 14, 2024, secured by the above-mentioned Deed of Trust, together with accruing late charges, plus any other charges lawfully due under the note, deed of trust, and Idaho law.

The balance owing as of 9/5/2025 on the obligation secured by said Deed of Trust is the amount of \$2,263,462.25; plus service charges, late charges, and any other costs or expenses associated with this foreclosure as provided by the Deed of Trust or Deed of Trust Note, or by Idaho law.

Dated this 26th day of August, 2025.

Brian G. Sawyer

PUBLISH
IDAHO MOUNTAIN EXPRESS
SEPTEMBER 3, 10, 17 & 24, 2025

Legal notice
confirmation
from Idaho Mtn
Express 8-28-2025

✓ DM



IDAHO DEPARTMENT OF
WATER RESOURCES

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

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

Governor Brad Little

Director Mathew Weaver

August 27, 2025

FLYING SQUIRREL PRODUCTIONS LLC
15560 N FRANK LLOYD WRIGHT BLVD STE B4-410
SCOTTSDALE, AZ 85260-2091

RE: Transfer No. 90007
Water Right No(s). 37-21842, 37-23601

Dear Applicant(s):

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

A legal notice of the application has been prepared and is scheduled for publication in the **IDAHO MOUNTAIN EXPRESS** on **9/3/2025 and 9/10/2025**. Protests to this application may be submitted for a period ending ten (10) days after the second publication. Any protest against this application must be filed with the Department of Water Resources, together with a protest fee of \$25.00 for each application, on or before **September 22, 2025**.

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

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

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

Sincerely,

Denise Maline
Administrative Assistant

c: Brockway Engineering PLLC

Maline, Denise

From: Maline, Denise
Sent: Wednesday, August 27, 2025 3:38 PM
To: Sunny (WD37)
Cc: Brittany (WD37)
Subject: Comment Letter for Transfer 90007 (Flying Squirrel Productions)
Attachments: Transfer No. 90007 (Flying Squirrel Productions).pdf; Comment letter to WD37 for 90007.docx

Hi Sunny,

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

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

Thank you in advance,

Denise @ IDWR Twin Falls



Denise Maline, Administrative Assistant I

Idaho Dept. of Water Resources, Southern Region

650 Addison Ave W Ste 500

Twin Falls ID 83301-5858

(208) 293-9908

denise.maline@idwr.idaho.gov



IDAHO DEPARTMENT OF
WATER RESOURCES

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

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

Governor Brad Little

Director Mathew Weaver

August 27, 2025

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

Re: Transfer No. 90007 (Flying Squirrel Productions LLC)
Water Right No(s). 37-21842, 37-23601

Dear Sunny:

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

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

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

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

Maline, Denise

From: Maline, Denise
Sent: Wednesday, August 27, 2025 2:22 PM
To: Idaho Mountain Express
Subject: LEGAL NOTICE - Water Right Transfer No. 90007
Attachments: Idaho Mtn Express cover letter (Transfer No. 90007).docx; Idaho Mtn Express ad (Transfer No. 90007).docx

Good afternoon,

Attached please find **(1)** legal notice being submitted for publication on September 3rd & 10th, 2025, under *IDWR account number 10002055*. Please let me know if there are any questions or if you are not able to run the ad on the dates requested.

Please send the affidavit of publication and invoice to IDWR's Twin Falls office at the address below.

Thank you in advance,

Denise Maline, IDWR Twin Falls



Denise Maline, Administrative Assistant I

Idaho Dept. of Water Resources, Southern Region

650 Addison Ave W Ste 500

Twin Falls ID 83301-5858

(208) 293-9908

denise.maline@idwr.idaho.gov



IDAHO DEPARTMENT OF
WATER RESOURCES

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Governor Brad Little

Director Mathew Weaver

August 27, 2025

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

RE: Transfer No. 90007
Water Right No(s). 37-21842, 37-23601

Dear Legal Notice Department:

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

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before **September 22, 2025**. Your cooperation is appreciated.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant

Enclosure(s)

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 90007**

FLYING SQUIRREL PRODUCTIONS LLC, 15560 N FRANK LLOYD WRIGHT BLVD STE B4-410, SCOTTSDALE, AZ 85260-2091 has filed Application No. 90007 for changes to the following water rights within BLAINE County(s): Right No(s). 37-21842, 37-23601; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes adding a new well to be drilled as a second point of diversion (POD) for a recreation storage ground water right (0.1 cfs; 11.6 af) and an irrigation ground water right (0.216 cfs; 31.5 af). Proposed POD will be located approximately 2.8 miles south and 0.2 miles east of the center of Bellevue.

For additional information concerning the property location, contact Southern Region office at (208)736-3033. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Southern Region, 650 ADDISON AVE W STE 500, TWIN FALLS ID 83301-5858 together with a protest fee of \$25.00 for each application on or before **September 22, 2025**. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director
Published on September 3rd & 10th, 2025

M E M O R A N D U M

Date: August 19, 2025
To: Transfer 90007
From: Bill Mills
Re: Transfer Proposal

Application for transfer proposes adding a new well to be drilled as a second point of diversion (POD) for a recreation storage ground water right (0.1 cfs; 11.6 af) and an irrigation ground water right (0.216 cfs; 31.5 af). Proposed POD will be located approximately 2.8 miles south and 0.2 miles east of the center of Bellevue.

All PODs and the place of use (POU) are located in Water District 37 and watermaster comments will be solicited.

MEMORANDUM

Date: August 19, 2025
To: Transfer 90007
From: Bill Mills
Re: Fee Evaluation

Filing fees charged for transfer application #90007 were based on the current transfer fee schedule and included \$500.00 for the 0.316 cfs being transferred in the application (Receipt No. S040736).

Mills, Bill

From: Zach Latham <zach.latham@brockwayeng.com>
Sent: Monday, August 18, 2025 2:49 PM
To: Mills, Bill
Subject: RE: Flying Squirrel Transfer #90007

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.

Thanks Bill,

Looks like my math was incorrect, yes, it should be 43.1 AF on page 4, total amount of water rights proposed to be changed.

Please let me know if you need any additional info/clarification, thanks!

Zach.

From: Mills, Bill [mailto:Bill.Mills@idwr.idaho.gov]
Sent: Monday, August 18, 2025 2:28 PM
To: Zach Latham
Subject: Flying Squirrel Transfer #90007

Zach,

On page 4, the line that states "Total Amount of Water Rights Proposed to be Changed: you list 42.5 af. Maybe I'm missing something, but I come up with 43.1 af. Could you send me an email indicating which it should be ?

Thanks



Bill Mills

Sr Water Resource Agent

Idaho Dept. of Water Resources, Southern Region

650 Addison Ave W Ste 500

Twin Falls ID 83301-5858

(208) 736-3033

bill.mills@idwr.idaho.gov



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

AUG 15 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

July 15th, 2025

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

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

Dear Corey,

Enclosed is a water right point of diversion transfer application filed in the name of Flying Squirrel Productions LLC (Applicant), involving ground water rights 37-21842 and 37-23601. The transfer application seeks to add a second point of diversion to each water right on lands owned by the applicant. No change to any other attribute of either right is contemplated.

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

Regards,

 For Zach Latham
Zach Latham, M.S., Hydrologist.

CHARLES E.
BROCKWAY,
Ph.D., P.E.

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

Enclosures: (1) Water Right Transfer Application, Part 2A's.
(1) Flying Squirrel Operating Agreement.
(1) Warranty Deed.
(1) Attachment 7A Map.
(1) Brockway Engineering Check # _____.

Cc: Flying Squirrel Productions LLC

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506