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MAY 24 2024

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

89483

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MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

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

Name of Applicant(s) Stephens Gulch Homesteads Water AssociationCheck whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.Yes N/A * Means the item is always required and must be included with the application.

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

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

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at <https://idwr.idaho.gov/water-rights/transfers/resources/>.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System ([GIS](#)) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see [fee schedule](#).
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. ([Attachment WSB](#))
- ☐ ☒ #10 Other. Please describe: 206 map

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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

DEPT. OF WATER RESOURCES

Name of Applicant(s) Stephens Gulch Homesteads Water Association Phone 208-833-5515
Mailing address PO Box 10, Challis, ID 83226 Email sbauchman@challiscrk.com

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

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

☐ No Representative

Name of Representative HDR Phone 208-387-7000
Mailing address 412 E Parkcenter Blvd, Boise, ID 83706 Email lori.graves@hdrinc.com

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

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

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

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

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MAY 30 2024

DEPT OF WATER RESOURCES
SOUTHERN REGION

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.

Stephen Bauchman Stephen Bauchman 5/22/2024
Signature of Applicant or Authorized Representative Print Name and Title if applicable President Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other Change Ownership of 2 transfer rights
- Is this a transfer for changes pursuant to Idaho Code §42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part1A.2**.
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part1A.3**.
Create a permissible place of use for applicant's water rights and water rights 72-16893 & 72-16895 being assigned to the applicant for irrigation of 57.3 acres. See Part 1A.3 for additional information.

Transfer Part 1A.3. – Background Information and Transfer Intent

Applicant is seeking a permissible place of use (PPU) for irrigation of 57.3 acres within the subdivision boundary. Water rights 72-16893 and 72-16895 are currently owned by Stephen and Lyndella Bauchman, who were the original developers of the subdivision. To increase allowable irrigation within the development, i.e. upper lots 12 through 28, the Bauchman's transferred 22 acres to the subdivision in 2012 per approved Transfer #78049. This transfer allowed a 175.7-acre PPU encompassing most of the subdivision that the Bachmans owned, and a 206 map was provided indicating where the 22 transferred acres would be used within the PPU, which were Lots 12 and 17. Actual use occurred on Lots 8, 13, 14, and 18 through 21. All these lots are located within the 175.7-acre approved PPU owned by the Bachmans at the time of transfer approval.

2023 aerial imagery from the Custer County Assessor supports irrigation use for the transferred water rights including the Bachmans rights that were developed on other lots than those originally specified. The Bachmans assign ownership of rights 72-16893 and 72-16895 to the applicant via this transfer application. The Bachmans recently sold all the lots where the 22 acres were developed, except lot 13 that they continue to own, without specifically reserving the water rights in the warranty deeds. To remedy the oversight, water rights quitclaim deeds from the affected lot owners have been recorded and are included in Attachment 2A.

Also included as Attachment 3 are the applicant's recorded CC&Rs and most current bylaws outlining the reservations and restrictions of the subdivision. Pages 13 and 14 of the CC&Rs and Parts 6 and 7 of the bylaws specifically address water allocation and delivery.

As required, a "206 Map" that shows where the 57.3 acres will be initially irrigated within the PPU is included as Attachment 10. Associated GIS shape files are available upon request. If/when this irrigated area is changed, a new map and shape files will be provided to IDWR so that they can update their records.

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

Current Water Right No.: 72-16677

Current Owner: STEPHENS GULCH HOMESTEADS WATER ASSN
Priority Date: 5/1/1879
Origin: Water Right
Status: Active
Basis: Decreed

Source

CHALLIS CREEK

Tributary

SALMON RIVER

Beneficial Use

IRRIGATION

From To

04/01 to 10/31

Diversion Rate

0.03 CFS

Annual Volume

Total Diversion

0.03 CFS

Location of Point(s) of Diversion

CHALLIS CREEK

CUSTER County

NW1/4NE1/4NW1/4

Sec. 9, Twp 14N, Rge 19E B.M.

CHALLIS CREEK

CUSTER County

SE1/4SE1/4SE1/4

Sec. 4, Twp 14N, Rge 19E B.M.
(Rediversion)

Place of Use

IRRIGATION Within CUSTER County

T14N R19E S3

NESE

2.30

Total Acres: 2.3

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE, SECTION 42-1412(6), IDAHO CODE.
2. THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF WATER DISTRICT 72-C.

Decreed Date: 11/17/2000

T# 89483

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

Current Water Right No.: 72-16888

Current Owner: STEPHENS GULCH HOMESTEADS WATER ASSN
Priority Date: 4/1/1910
Origin: Water Right
Status: Active
Basis: Decreed

Source

CHALLIS CREEK

Tributary

SALMON RIVER

Beneficial Use

IRRIGATION

From To

04/01 to 10/31

Total Diversion

Diversion Rate

0.24 CFS

0.24 CFS

Annual Volume

Location of Point(s) of Diversion

CHALLIS CREEK

CUSTER County

NW1/4NE1/4NW1/4

Sec. 9,

Twp 14N,

Rge 19E B.M.

CHALLIS CREEK

CUSTER County

SE1/4SE1/4SE1/4

Sec. 4,

Twp 14N,

Rge 19E B.M.

(Rediversion)

Place of Use

IRRIGATION Within CUSTER County

T14N R19E S3

NENE

4.50

T14N R19E S3

SENE

18.30

T14N R19E S3

NESE

11.50

T14N R19E S3

SESE

0.50

Total Acres: 34.8

Conditions of Approval:

1. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 33.0 ACRES IN A SINGLE IRRIGATION SEASON.
COMBINED RIGHT NOS.: 72-16888, 72-16889, AND 72-16890.
2. THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF WATER DISTRICT 72-A.

Decreed Date: 11/17/2000

T# 89483

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

Current Water Right No.: 72-16889

Current Owner: STEPHENS GULCH HOMESTEADS WATER ASSN
Priority Date: 12/15/1917
Origin: Water Right
Status: Active
Basis: Decreed

Source

CHALLIS CREEK

Tributary

SALMON RIVER

Beneficial Use

IRRIGATION

From To

04/01 to 11/01

Total Diversion

Diversion Rate

0.66 CFS

0.66 CFS

Annual Volume

Location of Point(s) of Diversion

CHALLIS CREEK

CUSTER County

NW1/4NE1/4NW1/4

Sec. 9, Twp 14N,

Rge 19E B.M.

CHALLIS CREEK

CUSTER County

SE1/4SE1/4SE1/4

Sec. 4, Twp 14N,

Rge 19E B.M.

(Rediversion)

Place of Use

IRRIGATION Within CUSTER County

T14N R19E S3

NENE

4.50

T14N R19E S3

SENE

18.30

T14N R19E S3

NESE

11.50

T14N R19E S3

SESE

0.50

Total Acres: 34.8

Conditions of Approval:

1. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 33.0 ACRES IN A SINGLE IRRIGATION SEASON.
COMBINED RIGHT NOS.: 72-16888, 72-16889, AND 72-16890.
2. THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF WATER DISTRICT 72-A.

Decreed Date: 11/17/2000

T# 89483

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

Current Water Right No.: 72-16890

Current Owner: STEPHENS GULCH HOMESTEADS WATER ASSN
Priority Date: 5/1/1879
Origin: Water Right
Status: Active
Basis: Decreed

Source

CHALLIS CREEK

Tributary

SALMON RIVER

Beneficial Use

IRRIGATION

From To

04/01 to 10/31

Total Diversion

Diversion Rate

0.75 CFS

0.75 CFS

Annual Volume

Location of Point(s) of Diversion

CHALLIS CREEK

CUSTER County

CHALLIS CREEK

CUSTER County

NW1/4NE1/4NW1/4 Sec. 9, Twp 14N, Rge 19E B.M.

SE1/4SE1/4SE1/4 Sec. 4, Twp 14N, Rge 19E B.M.
(Rediversion)

Place of Use

IRRIGATION Within CUSTER County

T14N R19E S3	NENE	4.50	T14N R19E S3	SENE	18.30
T14N R19E S3	NESE	11.50	T14N R19E S3	SESE	0.50
Total Acres: 34.8					

Conditions of Approval:

1. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 33.0 ACRES IN A SINGLE IRRIGATION SEASON.
COMBINED RIGHT NOS.: 72-16888, 72-16889, AND 72-16890.
2. THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF WATER DISTRICT 72-A.

Decreed Date: 12/1/2000

T# 89483

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

Current Water Right No.: 72-16893

Current Owner: STEPHEN G BAUCHMAN
LYNDELLA A BAUCHMAN

Priority Date: 5/1/1879

Origin: Water Right

Status: Active

Basis: Decreed

Source

CHALLIS CREEK

Tributary

SALMON RIVER

Beneficial Use

IRRIGATION

From To

04/01 to 10/31

Total Diversion

Diversion Rate

0.23 CFS

0.23 CFS

Annual Volume

Location of Point(s) of Diversion

CHALLIS CREEK

CUSTER County

CHALLIS CREEK

CUSTER County

SE1/4SE1/4SE1/4 Sec. 4, Twp 14N, Rge 19E B.M.
(Rediversion)

NW1/4NE1/4NW1/4 Sec. 9, Twp 14N, Rge 19E B.M.

Place of Use

IRRIGATION Within CUSTER County

T14N R19E S3	Lot 1	NENE	13.50	T14N R19E S3	Lot 2	NWNE	4.00
T14N R19E S3		SWNE	20.00	T14N R19E S3		SENE	23.00
T14N R19E S3	Lot 3	NENW	4.40	T14N R19E S3	Lot 5	SENE	33.00
T14N R19E S3		NESW	40.00	T14N R19E S3		NESE	19.00
T14N R19E S3		NWSE	18.00	T14N R19E S3		SESE	0.80

Total Acres: 175.7

Conditions of Approval:

1. 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).
2. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
3. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
4. 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. 206 Rights 72-16893 and 72-16895 are limited to the irrigation of a specific 22.0 acres within the 175.7 acre place of use authorized by these rights in a single irrigation season. The specific 22.0 acres to be irrigated by the right holder shall be identified prior to use by submittal of a land list and a representative electronic shape file or by submittal of a land list and a map sufficiently detailed to allow creation of an electronic shape file to be associated with this right in the geographic information system component of the water rights database maintained by the department. Before changing the 22.0 acres to be irrigated within the 175.7 acre place of use, the right holder shall submit a new land list and representative electronic shape file or map to the Department prior to the irrigation season in which the change will occur.
6. X35 Rights 72-16893 and 72-16895 when combined shall not exceed a total diversion rate of 0.53 cfs and the irrigation of 22.0 acres.
7. R05 Use of water under this right will 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. 72A.
8. 004 This right does not grant any right-of-way or easement across the land of another.
9. X27 This right is limited to the irrigation of 22.0 acres within the authorized place of use in a single irrigation season.

Decreed Date: 11/17/2000

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

Current Water Right No.: 72-16895

Current Owner: LYNDELLA A BAUCHMAN
STEPHEN G BAUCHMAN

Priority Date: 4/15/1912

Origin: Water Right

Status: Active

Basis: Decreed

Source

CHALLIS CREEK

Tributary

SALMON RIVER

Beneficial Use

IRRIGATION

From To

04/01 to 10/31

Total Diversion

Diversion Rate

0.3 CFS

0.3 CFS

Annual Volume

Location of Point(s) of Diversion

CHALLIS CREEK

CUSTER County

CHALLIS CREEK

CUSTER County

NW1/4NE1/4NW1/4

Sec. 9, Twp 14N, Rge 19E B.M.

SE1/4SE1/4SE1/4

Sec. 4, Twp 14N, Rge 19E B.M.
(Rediversion)

Place of Use

IRRIGATION Within CUSTER County

T14N R19E S3	Lot 1	NENE	13.50	T14N R19E S3	Lot 2	NWNE	4.00
T14N R19E S3		SWNE	20.00	T14N R19E S3		SENE	23.00
T14N R19E S3	Lot 3	NENW	4.40	T14N R19E S3	Lot 5	SENE	33.00
T14N R19E S3		NESW	40.00	T14N R19E S3		NESE	19.00
T14N R19E S3		NWSE	18.00	T14N R19E S3		SESE	0.80

Total Acres: 175.7

Conditions of Approval:

1. 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.
2. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
3. 206 Rights 72-16893 and 72-16895 are limited to the irrigation of a specific 22.0 acres within the 175.7 acre place of use authorized by these rights in a single irrigation season. The specific 22.0 acres to be irrigated by the right holder shall be identified prior to use by submittal of a land list and a representative electronic shape file or by submittal of a land list and a map sufficiently detailed to allow creation of an electronic shape file to be associated with this right in the geographic information system component of the water rights database maintained by the department. Before changing the 22.0 acres to be irrigated within the 175.7 acre place of use, the right holder shall submit a new land list and representative electronic shape file or map to the Department prior to the irrigation season in which the change will occur.
4. X35 Rights 72-16893 and 72-16895 when combined shall not exceed a total diversion rate of 0.53 cfs and the irrigation of 22.0 acres.
5. 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).
6. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
7. 004 This right does not grant any right-of-way or easement across the land of another.
8. R05 Use of water under this right will 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. 72A.
9. X27 This right is limited to the irrigation of 22.0 acres within the authorized place of use in a single irrigation season.

Decreed Date: 12/1/2000

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:
No changes to the current POD and re-diversion POD are proposed. Delivery infrastructure consists of gravity ditch and pressurized pipeline as described in the CC & Rs and bylaws included as Attachment 3.

- b. Who owns the property at the point(s) of diversion? n/a - no changes proposed to pods
 If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

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

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

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?
 If yes, ☐ complete Attachment WSB.
- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
See attached Part 1A.3

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
None

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

Yes No

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

If yes, describe:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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DEPT. OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
☒ All or Part	72-16677	0.03 cfs	Irrigation	4/1 to 10/31	Challis Cr, Salmon R
☒	72-16888	0.24 cfs	Irrigation	4/1 to 10/31	Challis Cr, Salmon R
☒	72-16889	0.66	Irrigation	4/1 to 11/1	Challis Cr, Salmon R
☒	72-16890	0.75	Irrigation	4/1 to 10/31	Challis Cr, Salmon R
☒	72-16893	0.23 cfs	Irrigation	4/1 to 10/31	Challis Cr, Salmon R
☒	72-16895	0.3 cfs	Irrigation	4/1 to 10/31	Challis Cr, Salmon R
☐				to	
☐				to	
☐				to	

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Total authorized under rights 2.21 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 2.21 cubic feet per second and/or _____ per year.

DEPT. OF WATER RESOURCES
SOUTHERN REGION

3. Point(s) of Diversion:

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

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

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

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

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
14N	19E	3	~~19~~	~~20~~	40	~~20~~	~~8~~			40	40				21	19		1	~~238~~
			L1	L2			L3			L5									
			13	19			29	8.4											

Total Acres (for irrigation use) 238

Limited to 57.3 acres within a 238-acre permissible place of use

* Stephen B...
2/23/26
230.4

NEW 2/23/2026

PPU MAP

Stephen Baumbach
President SEHA
2/23/26

T# 89483

United States Department of Agriculture, Farm Production and Conservation
Business Center, Geospatial Enterprise Operations (FPAC-BC-GEO)

LEGEND

 Stephens Gulch Homestead Lots

 Proposed PPU - 238 acres

Current Places of Use

Water Right

 72-16677- SGWA

 72-16888 - SGWA

 72-16889 - SGWA

 72-16890 - SGWA

 72-16893 - Bauchman (as transferred)

 72-16895 - Bauchman (as transferred)

 72-16893, 72-16895 acres developed post transfer

**SEE NEW
2/23/2026
PPU MAP**

34 15N 19E

35

Lots 29 - 31 not included



T# 89483

ATTACHMENT 7A - 7B

STEPHENS GULCH WATER ASSOCIATION

TRANSFER MAP

PROJECT #10338845

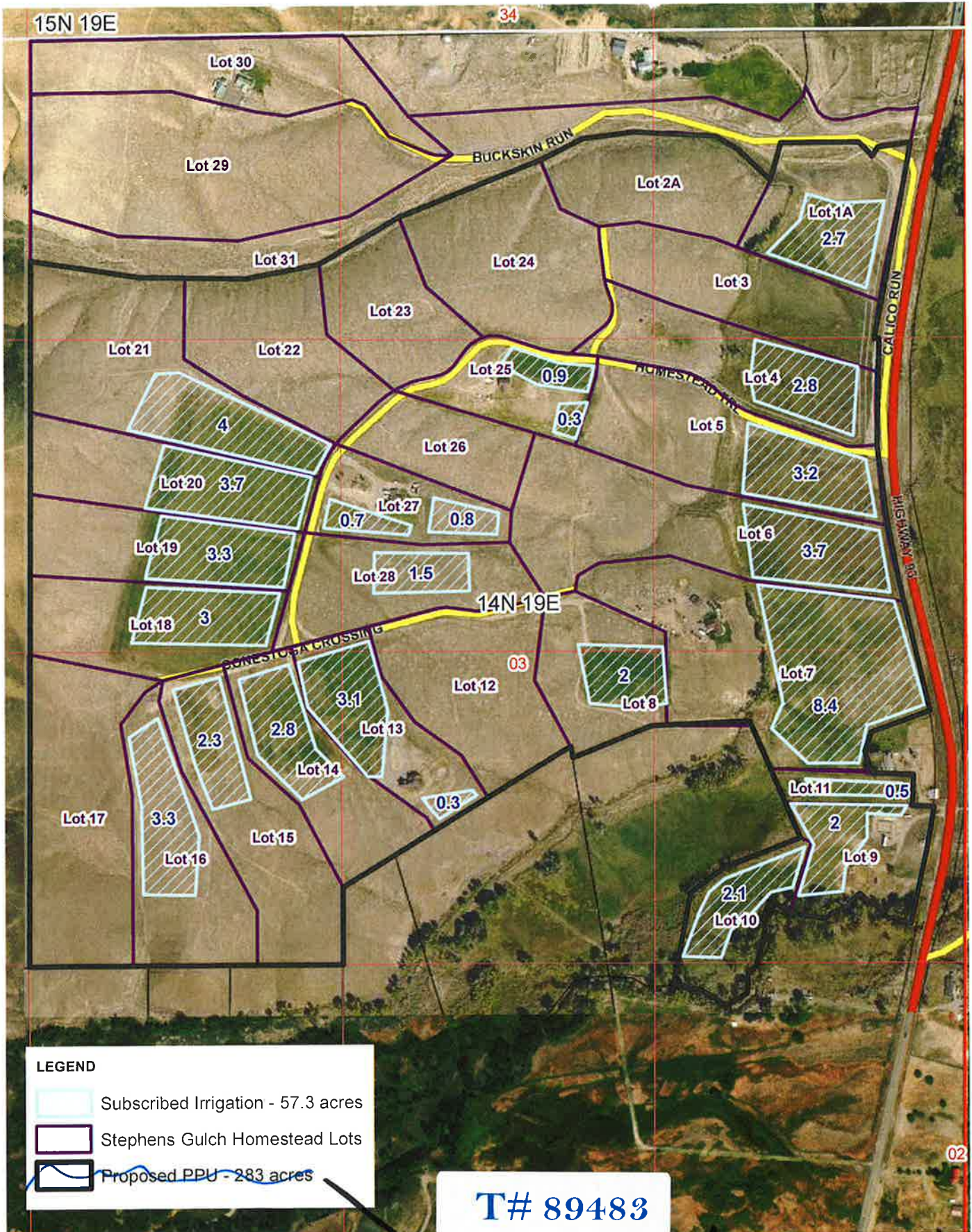
HR



0 Feet 1,000

Stephen Bauchman Feb 2/23/26

PATH: S:\PROJECTS\THRU D PROJECTS\BAUCHMAN, STEVE\10338845 TASK 1 STEPHENS GULCH HOA CONSULTING\PROJECT\GIS\CHMAP_PROJECT\HOA XFR MAP 7A 7B.MXD - USER: LGRAVES - DATE: 6/9/2024



HR



0 Feet 750

SEE NEW 2/23/2026 ATTACHMENT 10
PPU MAP
STEPHENS GULCH WATER ASSOCIATION
TRANSFER 206 MAP

PATH: \\PROJECTS\A\THU D\PROJECTS\B\PROJECTS\BAUCHMAN, STEVE\G\G\G\10338845 TASK 1_STEPHENS GULCH WOA CONSULTING\PROJECTS\HQA\206 MAP 2024.MXD - USER: LGRAVES - DATE: 4/30/2024 PROJECT #10338845

Stephen Bauman Pres. 2/23/26

ATTACHMENT 2A-2B
DEEDS & QUITCLAIM DEEDS

RECEIVED

MAY 20 2025

QUITCLAIM DEED

DEPT. OF WATER RESOURCES
SOUTHERN REGION

North Fork LLC & ("Grantor"), whose address is P.O.Box 77, Livermore, County of Larimer, State of Colorado, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto Stephens Gulch Water Association (SGWA), whose current address is 700 Conestoga, Challis, County of Custer, State of Idaho ("Grantee"), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor's Property, consisting of Lot 5 in Stephens Gulch Homesteads, located in County of Custer, State of Idaho, to-wit:

All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this 24 day of MAY, 2025.

 NORTH FORK, LLC
Linda Weixelman, Owner of North Fork LLC

STATE OF Colorado

County of Lavigne) ss.

On this 14th day of May, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Linda Weixelman, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)

Notary Public for Colorado
Residing at Fort Collins 307 E Mountain
My Commission Expires: 10/07/2025

Thomas Paul Restelli III
Notary Public
State of Colorado
Notary ID 20214039785
My Commission Expires 10/07/2025

RECEIVED

MAY 16 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

RECEIVED

MAY 20 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Allicyn and Jack Latimer ("Grantor"), whose address is 25200 Hwy 93 Challis ID
County of Custer, State of Idaho, for good and valuable consideration, the
receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and
forever QUITCLAIM, unto **Stephens Gulch Water Association (SGWA)**, whose current
address is 700 Conestoga, Challis, County of Custer, State of Idaho ("Grantee"), and to
Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following
described Water Rights that may be appurtenant to Grantor's Property, consisting of Lot 2 in
Stephens Gulch Homesteads, located in County of Custer, State of Idaho, to-wit:

All of Grantor's right, title and interest in Water Right Nos. 72-16893 and
72-16895 which may be currently in the name of Stephen & Lyndella Bauchman,
and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

*It is the intent of this Quitclaim Deed to clarify and confirm that the title to
any portion of the above Water Rights which is appurtenant to Grantor's
Property, is being conveyed to and held by Grantee/SGWA, and for the
continued delivery and use of such water by Grantor on Grantor's
Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants
and Conditions for Stephens Gulch Homesteads already on record with the
County of Custer, Idaho.*

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural
and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument
this 19 day of May, 2025.

Allicyn Latimer
Allicyn Latimer

Jack Latimer
Jack Latimer

STATE OF Idaho
County of Custer) ss.

On this 19th day of May, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Allie Lynn Latimer, Jack Latimer, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal) Notary Public for

Idaho

Tamra Giampedraglia
Residing at

Challis, Idaho

My Commission Expires: 09/12/2028



RECEIVED

MAY 16 2025

QUITCLAIM DEED

DEPT. OF WATER RESOURCES
SOUTHERN REGION

266859

Custer County Reg. of

Rhaine Frances

Time 8:30 AM Date 5/16/2025

Lura H. Baker, Clerk

Kristen Walker \$ 15.00
Deputy

Cory Smith ("Grantor"), whose address is 710 Conestoga Xing Challis, ID 83226, County of Custer, State of ID, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto Stephens Gulch Water Association (SGWA), whose current address is 700 Conestoga, Challis, County of Custer, State of Idaho ("Grantee"), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor's Property, consisting of Lot 16 in Stephens Gulch Homesteads, located in County of Custer, State of Idaho, to-wit:

All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

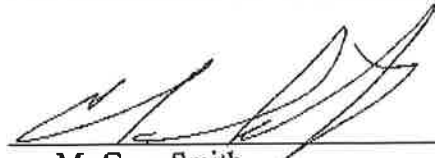
It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

266859

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument
this 14 day of May, 2025.


Mr. Cory Smith

STATE OF Idaho
County of Custer) ss.

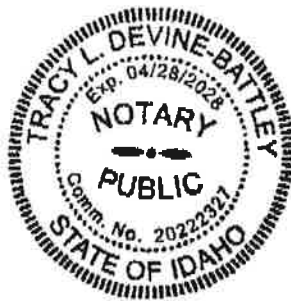
On this 14th day of May, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Cory Smith, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal) Notary Public for

Idaho

Tracy L. Devine-Battley
Residing at
Custer County
My Commission Expires: 04-28-2028



RECEIVED

MAY 16 2025

WATER RIGHTS TRANSFER-SGWA

266860

Custer County Reg. of

Rhaine Frankles

Time 8:30A M Date 5/14/2025

Lura M. Baker, Clerk

Deputy \$10.00

DEPT. OF WATER RESOURCES
To Whom it May Concern,

This document serves as sale and transfer of water rights within Stephens Gulch Homestead, Inc. and notice to Stephens Gulch Water Association, (SGWA), from owners/sellers of Lot 12, Donald and Jodi Eldridge, water rights consisting of MI 5.7, pump fed, POU 3.0, AC 3.0, to owners of Lot 27, herein called buyers, Dennis R. St. Clair and Rosemary Smith. Sale and transfer of water rights, per verbal agreed upon amount, which at the time of this water rights sale/transfer, includes 2023 operation fees.

At the time of purchase of said waters rights by Lot 12 owners, Donald and Jodi Eldridge, a one time hook up fee was paid on 6/30/21 to Challis Creek Cattle Company.

Any expenses incurred to deliver water to Lot 27, will be the sole responsibility of buyers, Dennis R. St. Clair and Rosemary Smith.

Water transfer will be released to said buyers as soon as the agreement is signed and notarized by all parties and said agreed upon amount has been distributed and received respectively. This will release the water rights from the sellers indicated, to said buyers.

Sellers:

[Signature] 5-25-2023

Donald Eldridge

Date

Jodi Eldridge 5-25-23

Jodi Eldridge

Date



State of Idaho
County of Bonner
Rebecca L. Fuller
Exp. 6/9/2028

Buyers:

[Signature] 5/24/2023

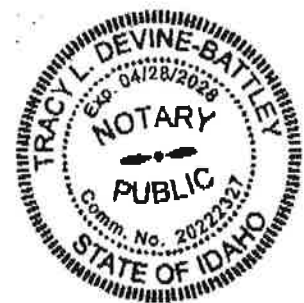
Dennis R. St. Clair

Date

Rosemary A. Smith 5/24/23

Rosemary Smith

Date



State of Idaho
County of Custer
Tracy L. Devine Battley
Exp. 04-28-2028

RECEIVED

MAY 09 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

266429

Custer County Req. of
Rhaine Fournier
Time *1:02 PM* Date *1/27/20 25*
Lura H. Baker, Clerk

QUITCLAIM DEED

Justin Walker
Deputy

Robert Cummins ("Grantor"), whose address is **12301 tom Ki Rd, Redwood Valley**, County of Mendocino State of California for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto **Stephens Gulch Water Association (SGWA)**, whose current address is **700 Conestoga, Challis**, County of Custer, State of Idaho ("Grantee"), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor's Property, consisting of **Lot 1A in Stephens Gulch Homesteads**, located in County of Custer, State of Idaho, to-wit:

All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this 22 day of January, 2024. ⁵ *PC*

Robert Cummins
Mr. Robert Cummins

Ms.

266429

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)

Notary Public for _____
Residing at _____
My Commission Expires: _____

266429

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of MENDOCINO

On Jan. 22, 2025 before me, D. MENDEZ, Notary Public,
DATE

personally appeared Robert Cummins
NAME(S) OF SIGNER(S)

who proved to me on this basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

D. Mendez
SIGNATURE OF NOTARY



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

DATE OF DOCUMENT 1/22/25 TITLE OR TYPE OF DOCUMENT _____

Quit Claim Deed

RECEIVED

MAY 09 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

266069
Custer County Req. of
Rhine Franks
Time 10:00 AM Date 10/22, 2024
Lura H. Baker, Clerk
Mullis \$ 1500
Deputy

Derek & Kristi Franks ("Grantor"), whose address is **6500 Goodwin Rd, Everson**, County of Whatcom State of **Washington**, , for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto **Stephens Gulch Water Association (SGWA)**, whose current address is **700 Conestoga, Challis**, County of Custer, State of Idaho (**"Grantee"**), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor's Property, consisting of **Lot 4 in Stephens Gulch Homesteads**, located in County of Custer, State of Idaho, to-wit:

All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this 10 day of October, 2024.


Mr. Derek Franks

Ms. Kristi Franks

266069

STATE OF Washington)
County of Whatcom) ss.

On this 10th day of October, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Derek Franks, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)



Amy Weaver
Notary Public for Washington
Residing at 1734 Marine Drive, Bellingham WA 98226
My Commission Expires: 6/20/2027

266069

STATE OF Washington)
) ss.
County of Whatcom

On this 10th day of October, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Kristi Franks, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)



Amy Weaver
Notary Public for Washington
Residing at 1724 Marine Drive, Bellingham WA 98226
My Commission Expires: 6/20/2027

RECEIVED

MAY 09 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

266115

#

Custer County Req. of

Time 10:33 AM Date 11/5, 2024

Lura H. Baker, Clerk

Deputy [Signature] \$ 15.00

Linda Ann Weixelman ("Grantor"), whose address is **P. O. Box 777, Livermore**, County of Larimer State of **Colorado**, , for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto **Stephens Gulch Water Association (SGWA)**, whose current address is **700 Conestoga, Challis**, County of Custer, State of Idaho (**"Grantee"**), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor' Property, consisting of **Lot 6 in Stephens Gulch Homesteads**, located in County of Custer, State of Idaho, to-wit:

All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this 17th day of September, 2024.

[Signature]
Ms. Linda Ann Weixelman

STATE OF Colorado

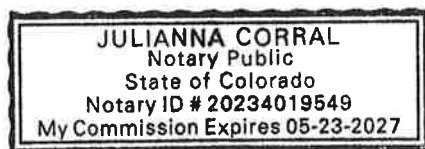
266 115

County of Larimer) ss.

On this 17th day of September, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Linda Ann Weixelman, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)



Julianna Corral
Notary Public for Colorado
Residing at Larimer
My Commission Expires: 05-23-2027

RECEIVED

MAY 09 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

266399

Custer County Req. of
Rhaine Franks
Time 1:37 PM Date 1/17, 2024
Lura H. Baker, Clerk
Dullif \$ 15.00
Deputy

Charles & Teresa Babb, Grantor”), whose address is **P. O. Box 559, Challis**, County of **Custer**, State of **Idaho**, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto **Stephens Gulch Water Association (SGWA)**, whose current address is **700 Conestoga, Challis**, County of **Custer**, State of **Idaho** (**“Grantee”**), and to Grantee's heirs and assigns forever, all of Grantor’s right, title and interest in the following described Water Rights that may be appurtenant to Grantor’ Property, consisting of **Lot 7 & 8 in Stephens Gulch Homesteads**, located in County of **Custer**, State of **Idaho**, to-wit:

All of Grantor’s right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor’s Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor’s Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this
18 day of October, 2024.

Charles BABB
Mr. Charles Babb
Teresa Babb
Ms. Teresa Babb

266399

STATE OF Idaho
County of Bonneville ss.

On this 18th day of October, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Teresa and Charles Bubb, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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



Hannah Moad
Notary Public for Idaho
Residing at Idaho Falls ID 83402
My Commission Expires: 11-21-2028

RECEIVED

MAY 09 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

265375

Custer County Req. of

Stephens Gulch Water Assn

Time 12:10 P M Date 4/8, 2024

Lura H. Baker, Clerk

Tina Hawkins \$15.00
Deputy

Charles & Teresa Babb ("Grantor"), whose address is **P. O. Box 559, Challis, Idaho 83226**, County of Custer, State of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto **Stephens Gulch Water Association (SGWA)**, whose current address is **700 Conestoga, Challis, Idaho**, County of Custer, State of Idaho ("**Grantee**"), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor's Property, consisting of Lot Lot 8A in Stephens Gulch Homesteads, located in County of Custer, State of Idaho, to-wit:

All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this

15 day of ~~February~~
March, 2024.

Charles Babb
Charles Babb
Teresa Babb
Teresa Babb

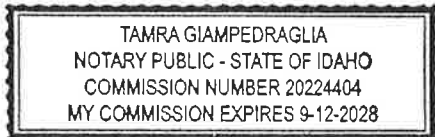
265375

STATE OF Idaho)
County of Custer) ss.

On this 15th day of March, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Charles Babb & Teresa Babb, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)



Tamra Giampedraglia
Notary Public for Idaho
Residing at Challis Idaho
My Commission Expires: 09/12/2028

RECEIVED

MAY 09 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

266425

#

Custer County Reg. of

Rhaine Franks

Time *11:20 A* M Date *01/27/20 25*

Lura H. Baker, Clerk

Kristen Walker \$15.00
Deputy

Bryan Wilson, Grantor"), whose address is **P O. Box 1276**, County of **Custer**, State of **Idaho** , for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto **Stephens Gulch Water Association (SGWA)**, whose current address is **700 Conestoga, Challis**, County of Custer, State of Idaho ("**Grantee**"), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor' Property, consisting of **Lot 9 in Stephens Gulch Homesteads**, located in County of Custer, State of Idaho, to-wit:

All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads related to water, already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this

26 day of January, ~~2024~~ 2025

Bryan Wilson
Mr. Bryan Wilson

266428

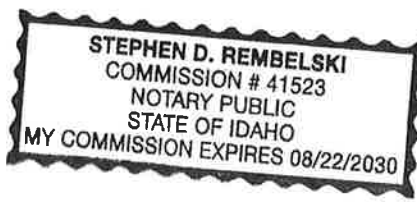
STATE OF IDAHO)
County of CUSTER) ss.

On this 26TH day of JANUARY, 2027⁵, before me the undersigned, a Notary Public in and for said State, personally appeared BRYAN WILSON, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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



(seal)



Notary Public for STATE OF IDAHO
Residing at CHALLIS IDAHO
My Commission Expires: 8/22/30

RECEIVED

MAY 09 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

266039

Custer County Reg. of

Steve Bauchman

Time 10:02 A M Date 10/15, 2024

Lura H. Baker, Clerk

Al Mayado
Deputy

\$15.00

Karen DeMiguel, Grantor”), whose address is **P. O. Box 267**, County of **Fremont** State of **Idaho**, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto **Stephens Gulch Water Association (SGWA)**, whose current address is **700 Conestoga, Challis**, County of Custer, State of Idaho (**“Grantee”**), and to Grantee's heirs and assigns forever, all of Grantor’s right, title and interest in the following described Water Rights that may be appurtenant to Grantor’ Property, consisting of **Lot 10 in Stephens Gulch Homesteads**, located in County of Custer, State of Idaho, to-wit:

All of Grantor’s right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor’s Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor’s Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads, already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this
8 day of October, 2024.

Ms. Karen DeMiguel

266039

STATE OF Idaho)

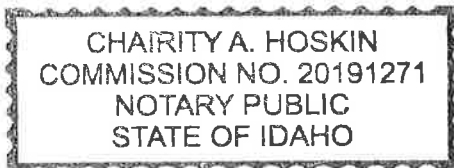
) ss.

County of Fremont)

On this 8 day of October, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Karen De Miguel, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)



Chairity A. Hoskin
Notary Public for Idaho
Residing at Fremont
My Commission Expires: 06/27/2025

RECEIVED

MAY 09 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

266039
Custer County Reg. of
Steve Bauchman
Time 10:02 A M Date 10/15, 2024
Lura H. Baker, Clerk
Deputy \$1500

Karen DeMiguel, Grantor"), whose address is **P. O. Box 267**, County of **Fremont** State of **Idaho**, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto **Stephens Gulch Water Association (SGWA)**, whose current address is **700 Conestoga, Challis**, County of **Custer**, State of **Idaho** ("**Grantee**"), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor's Property, consisting of **Lot 10 in Stephens Gulch Homesteads**, located in County of **Custer**, State of **Idaho**, to-wit:

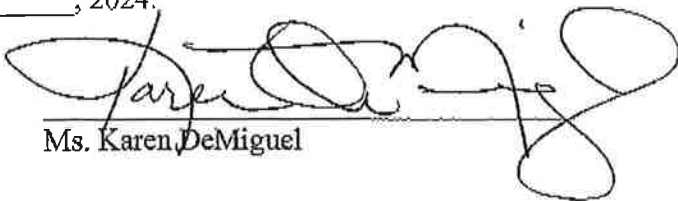
All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of **Stephen & Lyndella Bauchman**, and/or **Challis Creek Cattle Co., LLC** is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads, already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this
8 day of October, 2024.


Ms. Karen DeMiguel

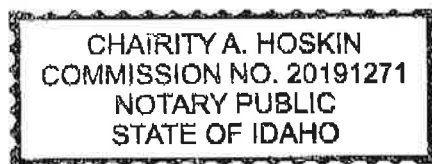
266039

STATE OF Idaho)
) ss.
County of Fremont)

On this 8 day of October, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Karen De Miguel, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)



Chairity A. Hoskin
Notary Public for Idaho
Residing at Fremont
My Commission Expires: 06/27/2025

RECEIVED

JUN 26 2024

DEPT. OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

265644
Custer County Req. of
Stephen & Lyndella Bauchman
Time 2:41 PM Date 6/25/2024
Lura H. Baker, Clerk
Deputy \$15.00

Stephen & Lyndella Bauchman / Challis Creek Cattle Co., LLC ("Grantor"), whose address is P.O. Box 10, Challis, County of Custer, State of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto Stephens Gulch Water Association (SGWA), whose current address is 700 Conestoga, Challis, County of Custer, State of Idaho ("Grantee"), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor's Property, consisting of Lot 13 in Stephens Gulch Homesteads, located in County of Custer, State of Idaho, to-wit:

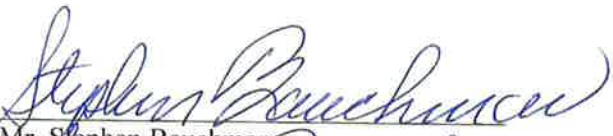
All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

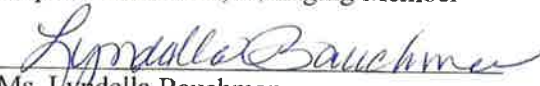
It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this 25th day of June, 2024.


Mr. Stephen Bauchman

Stephen Bauchman, Managing Member

Ms. Lyndella Bauchman

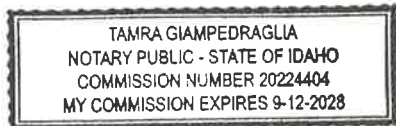
265644

STATE OF Idaho)
County of Custer) ss.

On this 25th day of June, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Stephen and Lyndella Bauchman, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)



Tamra Giampedraglia
Notary Public for Idaho
Residing at Challis
My Commission Expires: 09/12/2028

RECEIVED

MAY 09 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

264780

Custer County Reg. of
Stephen Bauchman
Time 11:33A M Date 11-13-2023
Lura H. Baker, Clerk
Tara McAffee \$ 15.00
Deputy

GRANTOR, Stephen & Lyndella Bauchman of Challis, & Challis Creek Cattle Co., LLC, P.O. Box 10, Challis, County of Custer, State of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM, unto

Frank and Claudette McClintock, whose current address is 9039 Brava Lane, Nampa, County of Ada, State of Idaho as GRANTEE, and to grantee's heirs and assigns forever, all of the following described Water Right, situated in Stephens Gulch Homesteads, County of Custer, State of Idaho, to-wit:

Stephens Gulch Homesteads, Lot 14 for the transfer of 2.7 Irrigated acres
within the Stephens Gulch Water Association

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this
____ day of November, 2023.

Stephen Bauchman

264780

STATE OF Idaho
County of Custer) ss.

On this 13th day of November, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Stephen Bauchman known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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



Tamra Giampedraglia
Notary Public for Idaho
Residing at Challis
My Commission Expires: 09/12/2028

R01

RECEIVED

MAY 09 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

266428

Custer County Rec. of
Rhaine Francis
Time *1:02* M Date *1/27/20* *25*
Lura H. Baker, Clerk
Erin Walker \$ *15.00*
Deputy

2510 Hwy 93, Challis, ID
Shawn Malcolm, Grantor"), whose address is ~~11 Cottonwood Ave, Salmon~~, County of Lemhi State of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto **Stephens Gulch Water Association (SGWA)**, whose current address is **700 Conestoga, Challis**, County of Custer, State of Idaho ("**Grantee**"), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor's Property, consisting of **Lot 11 in Stephens Gulch Homesteads**, located in County of Custer, State of Idaho, to-wit:

All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads related to water, already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this

27 day of *Jan*, 202*5*

Shawn Malcolm
Ms. Shawn Malcolm

266420

STATE OF Idaho)
County of Custer) ss.

On this 27 day of January, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Malcolm, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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



Dawn R Maydole
Notary Public for Idaho
Residing at Challis, Id
My Commission Expires: 11/24/2026

WATER RIGHTS TRANSFER-SGWA **RECEIVED**

MAY 09 2025

To Whom it May Concern,

DEPT. OF WATER RESOURCES
SOUTHERN REGION

This document serves as sale and transfer of water rights within Stephens Gulch Homestead, Inc. and notice to Stephens Gulch Water Association, (SGWA), from owners/sellers of Lot 12, Donald and Jodi Eldridge, water rights consisting of MI 5.7, pump fed, POU 3.0, AC 3.0, to owners of Lot 27, herein called buyers, Dennis R. St. Clair and Rosemary Smith. Sale and transfer of water rights, per verbal agreed upon amount, which at the time of this water rights sale/transfer, includes 2023 operation fees.

At the time of purchase of said waters rights by Lot 12 owners, Donald and Jodi Eldridge, a one time hook up fee was paid on 6/30/21 to Challis Creek Cattle Company.

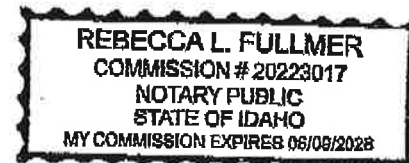
Any expenses incurred to deliver water to Lot 27, will be the sole responsibility of buyers, Dennis R. St. Clair and Rosemary Smith.

Water transfer will be released to said buyers as soon as the agreement is signed and notarized by all parties and said agreed upon amount has been distributed and received respectively. This will release the water rights from the sellers indicated, to said buyers.

Sellers:

[Signature] 5-25-2023
Donald Eldridge Date

Jodi Eldridge 5-25-23
Jodi Eldridge Date



State of Idaho
County of Bonneville
Rebecca L. Fullmer
Exp. 6/9/2028

Buyers:

[Signature] 5/24/2023
Dennis R. St. Clair Date

Rosemary A. Smith 5/24/23
Rosemary Smith Date



State of Idaho
County of Custer
Tracy L. Devine Battley
Exp. 04-28-2028

WATER RIGHTS TRANSFER-SGWA

To Whom It May Concern,

This document serves as sale and transfer of water rights within Stephens Gulch Homestead, Inc. and notice to Stephens Gulch Water Association, (SGWA), from owners/sellers of Lot 12, Donald and Jodi Eldridge, water rights consisting of MI 5.7, pump fed, POU 3.0, AC 3.0, to owners of Lot 27, herein called buyers, Dennis R. St. Clair and Rosemary Smith. Sale and transfer of water rights, per verbal agreed upon amount, which at the time of this water rights sale/transfer, includes 2023 operation fees.

At the time of purchase of said waters rights by Lot 12 owners, Donald and Jodi Eldridge, a one time hook up fee was paid on 6/30/21 to Challis Creek Cattle Company.

Any expenses incurred to deliver water to Lot 27, will be the sole responsibility of buyers, Dennis R. St. Clair and Rosemary Smith.

Water transfer will be released to said buyers as soon as the agreement is signed and notarized by all parties and said agreed upon amount has been distributed and received respectively. This will release the water rights from the sellers indicated, to said buyers.

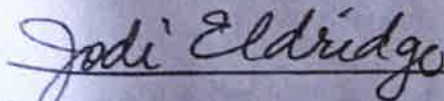
Sellers:



5-25-2023

Donald Eldridge

Date



5-25-23

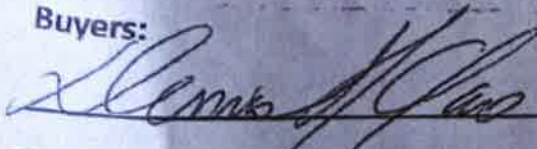
Jodi Eldridge

Date



State of Idaho
County of Bonneville
Rebecca L. Fullmer
Exp. 6/8/2028

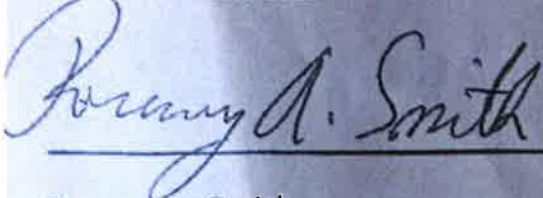
Buyers:



5/24/2023

Dennis R. St. Clair

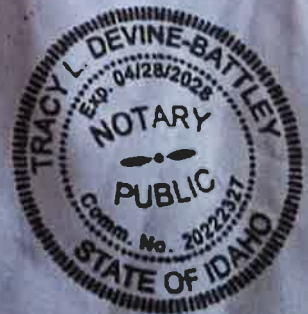
Date



5/24/23

Rosemary Smith

Date



State of Idaho
County of Custer

Tracy L. Devine Battley
Exp. 04-28-2028

266393

Custer County Reg. of

Rhaine Franks

Time 1:38 P M Date 1/14, 2025

Lura H. Baker, Clerk

Jma Hawkins \$15.00
Deputy**QUITCLAIM DEED**

Rosemary Smith & Dennis St. Clair("Grantor"), whose address is **P.O. Box 218, Challis** County of Custer, State of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever **QUITCLAIM**, unto **Stephens Gulch Water Association (SGWA)**, whose current address is **700 Conestoga, Challis**, County of Custer, State of Idaho ("**Grantee**"), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor' Property, consisting of Lot 27 in Stephens Gulch Homesteads, located in County of Custer, State of Idaho, to-wit:

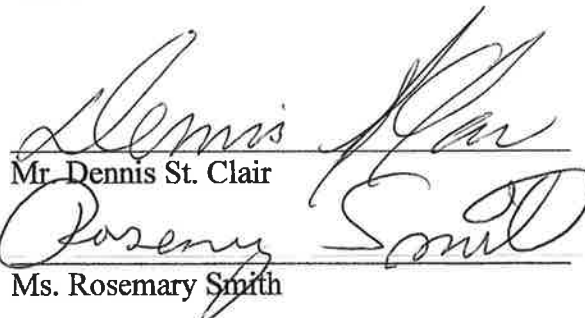
All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

14 day of January, 2025. **IN WITNESS WHEREOF**, GRANTOR has hereunto set his name to this instrument this



Mr. Dennis St. Clair

Ms. Rosemary Smith

266393

STATE OF Idaho)
County of Custer) ss.

On this 14th day of January, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Rosemary Smith & Dennis St. Clair, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)




Notary Public for Idaho
Residing at Challis ID
My Commission Expires: 6/30/2026

RECEIVED

MAY 09 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

66424

Custer County Reg. of

Rhaine Franko

Time 11:20 AM Date 01/27, 2025

Barbara H. Baker, Clerk

QUITCLAIM DEED

15.00
Deputy

Rider, David & Wendy ("Grantor"), whose address is 213 Aviation Way, Space #56 Caldwell 83605, County of Canyon, State of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto Stephens Gulch Water Association (SGWA), whose current address is 700 Conestoga, Challis, County of Custer, State of Idaho ("Grantee"), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor's Property, consisting of Lot 15 in Stephens Gulch Homesteads, located in County of Custer, State of Idaho, to-wit:

All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this 17th day of January, 2025.



Mr. David Rider



Ms. Wendy Rider

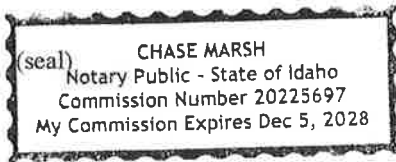
STATE OF

Idaho

266424

On this 17th day of January, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared David + Wendy Rider, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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



Chase Marsh
Notary Public for MACW, State of Idaho
Residing at Ada County
☐
My Commission Expires: 12-5-2028

- QUITCLAIM DEED

RECEIVED

MAY 09 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

266423

Custer County Req. of

Rhaine Franks

Time *11:20AM* Date *01/27, 2025*

Lura H. Baker, Clerk

Justin Wallen \$15.00
Deputy

Scott & Rhaine Franks, Grantor”), whose address is **700 Conestoga, Challis, County of Custer, State of Idaho**, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto **Stephens Gulch Water Association (SGWA)**, whose current address is **700 Conestoga, Challis, County of Custer, State of Idaho (“Grantee”)**, and to Grantee's heirs and assigns forever, all of Grantor’s right, title and interest in the following described Water Rights that may be appurtenant to Grantor’ Property, consisting of **Lot 17 & 25 in Stephens Gulch Homesteads**, located in County of Custer, State of Idaho, to-wit:

All of Grantor’s right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor’s Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor’s Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this 17 day of October, 2024.

Mr. Scott Franks
Mr. Scott Franks

Ms. Rhaine Franks
Ms. Rhaine Frankssd-
RAF

266423

STATE OF Idaho)
County of CUSTER) ss.

On this 17 day of October, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Mr. Scott Franks & Mrs. Rhaine Franks, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)



R. Millick
Notary Public for Idaho
Residing at CHALLIS
My Commission Expires: 9-21-29

RECEIVED

MAY 09 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

266813

#

Custer County Req. of

Rhaine Franks

Time 1:46 PM Date 5-1, 20 25

Lura H. Baker, Clerk

Emily Schuering \$ 15.00
Deputy

QUITCLAIM DEED

Gamboa, Roman & Holly ("Grantor"), whose address is **418 Browning Ave., Boise**, County of Ada, State of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto **Stephens Gulch Water Association (SGWA)**, whose current address is **700 Conestoga, Challis**, County of Custer, State of Idaho ("**Grantee**"), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor's Property, consisting of Lot 28 in Stephens Gulch Homesteads, located in County of Custer, State of Idaho, to-wit:

All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this 28 day of January, 2025.

Roman Gamboa
Mr. Roman Gamboa

Holly Gamboa
Ms. Holly Gamboa

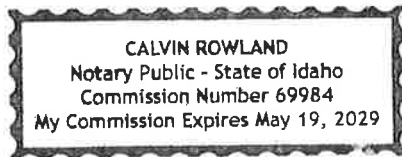
266813

STATE OF Idaho)
County of ADA) ss.

On this 28th day of January, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Ramon Carmona / Holly Carmona, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)




Notary Public for Idaho
Residing at 115 Brook
My Commission Expires: May 19th 2029

RECEIVED

MAY 09 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

266413

#

Custer County Req. of

Rhine Franks
Time 1:43 PM Date 1/23/2025

Lura H. Baker, Clerk

Deputy [Signature] \$15.00

Smith, Cory & Susan & ("Grantor"), whose address is 224 Lottie Lane, Harker Heights, County of Bell, State of Texas, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto Stephens Gulch Water Association (SGWA), whose current address is 700 Conestoga, Challis, County of Custer, State of Idaho ("Grantee"), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor's Property, consisting of Lot 28 in Stephens Gulch Homesteads, located in County of Custer, State of Idaho, to-wit:

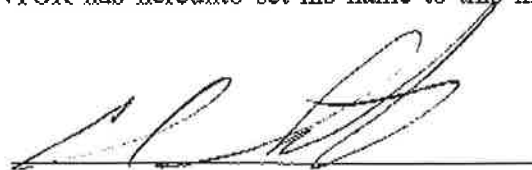
All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this 18 day of January, 2025.


Mr. Cory Smith

266413

Susan Smith

Ms Susan Smith

STATE OF

Texas

County of

Bell

) ss.

On this 18th day of January, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Cory Smith & Susan Smith, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

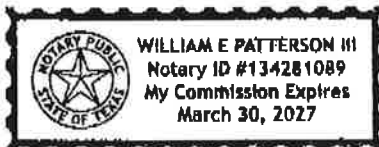
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official the day and year first above written.

(seal)

Notary Public for

Texas

Residing at

Bell County

265375

#

Custer County Req. of

Stephens Gulch Water Assn

Time 12:10 P M Date 4/8, 2024

Lura H. Baker, Clerk

Tina Harding \$15.00
Deputy

QUITCLAIM DEED

Charles & Teresa Babb ("Grantor"), whose address is **P. O. Box 559, Challis, Idaho 83226**, County of Custer, State of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto **Stephens Gulch Water Association (SGWA)**, whose current address is **700 Conestoga, Challis, County of Custer, State of Idaho ("Grantee")**, and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor's Property, consisting of Lot Lot 8A in Stephens Gulch Homesteads, located in County of Custer, State of Idaho, to-wit:

All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this 15 day of ~~February~~ March, 2024.

Charles Babb
Charles Babb
Teresa Babb
Teresa Babb

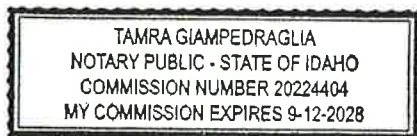
265375

STATE OF Idaho)
County of Custer) ss.

On this 15th day of March, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Charles Babb & Teresa Babb, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)



Tamra Giampedraglia
Notary Public for Idaho
Residing at Challis Idaho
My Commission Expires: 09/12/2028

QUITCLAIM DEED

265447
Custer County Req. of
Stephens Gulch Homestead #13
Time 3:38 P.M. Date 4/29, 2024
Lura H. Baker, Clerk
Amos Stimpert \$ 15.⁰⁰
Deputy

Stephen Bauchman as Trustee of Bauchman Family Trust and managing Member of Challis Creek Cattle Co., LLC ("Grantors"), whose address is P.O. Box 10, Challis, Idaho County of Custer, State of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto Stephens Gulch Water Association (SGWA), whose current address is 700 Conestoga, Challis, County of Custer, State of Idaho ("Grantee"), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor's Property, consisting of Lot 13 in Stephens Gulch Homesteads, located in County of Custer, State of Idaho, to-wit:

All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this 29th day of April, 2024.

Stephen Bauchman
Mr. Stephen Bauchman, Trustee

Stephen Bauchman
Mr. Stephen Bauchman, Managing member

Stephen Bauchman
Mr. Stephen Bauchman, Individual

265447

STATE OF Idaho)

) ss.

County of Custer)

On this 29th day of April, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Stephen Bauchman, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)



A handwritten signature of the Notary Public, Kristen Walker, in dark ink.

Notary Public for State of Idaho
Residing at 825 Garden Cr. Rd Challis ID
My Commission Expires: 6/30/2026

265376

#

Custer County Reg. of

Stephens Gulch Water Assn.

Time *12:10P* M Date *4/8*, 20*24*

Lura H. Baker, Clerk

Tina Hawkins \$*15.00*
Deputy

QUITCLAIM DEED

Wagner Family Trust ("Grantor"), whose address is **44 River Front Rd., Lowman 83637**, County of Boise, State of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto **Stephens Gulch Water Association (SGWA)**, whose current address is **700 Conestoga, Challis**, County of Custer, State of Idaho ("**Grantee**"), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor's Property, consisting of Lot 18 & 19 in Stephens Gulch Homesteads, located in County of Custer, State of Idaho, to-wit:

All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

29th **IN WITNESS WHEREOF**, GRANTOR has hereunto set his name to this instrument this day of February, 2024.

Christine A. Wagner
Trustee
Christopher L. Wagner
Trustee

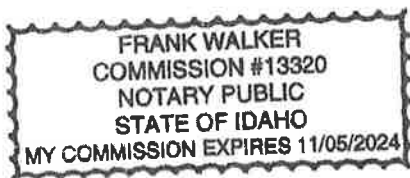
265376

STATE OF Idaho
County of Bonne) ss.

On this 29th day of February, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Christine & Christopher Wagner, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)



Frank Walker
Notary Public for Idaho
Residing at Garden Valley, ID
My Commission Expires: 11/5/2024

265377

Custer County Reg. of
Stephens Gulch Water Assn
Time 12:10 PM Date 4/8, 2024
Lura H. Baker, Clerk
Jana Hawkins \$15.00
Deputy

QUITCLAIM DEED

Heath and Tiffany Perrine ("Grantor"), whose address is **P.O. Box 1402, Challis**, County of Custer, State of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto **Stephens Gulch Water Association (SGWA)**, whose current address is **700 Conestoga, Challis**, County of Custer, State of Idaho ("**Grantee**"), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor's Property, consisting of Lot 20 & 21 in Stephens Gulch Homesteads, located in County of Custer, State of Idaho, to-wit:

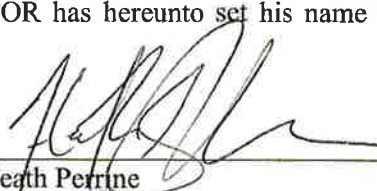
All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument
this 11 day of ~~February~~ MARCH, 2024.


Heath Perrine


Tiffany Perrine

265377

STATE OF Idaho)

) ss.

County of Idaho

On this 11 day of March, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Heath Perrine as Tiffany Perrine known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)



Nita Sams

Notary Public for Idaho

Residing at 201 Rivers Loop Keosauqua ID 83539

My Commission Expires: 9/23/2028

265526

#

Custer County Reg. of

Stephens Gulch Water Association

Time 1:18 P M Date 5/14, 2024

Lura H. Baker, Clerk

Sandra Jampodan \$15.00
Deputy

QUITCLAIM DEED

Frank & Claudette McClintick ("Grantor"), whose address is **9039 Brava Lane, Nampa,,** County of Canyon, State of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, grants, remise and release and forever QUITCLAIM, unto **Stephens Gulch Water Association (SGWA)**, whose current address is **700 Conestoga, Challis,** County of Custer, State of Idaho ("**Grantee**"), and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in the following described Water Rights that may be appurtenant to Grantor' Property, consisting of Lot 14 in Stephens Gulch Homesteads, located in County of Custer, State of Idaho, to-wit:

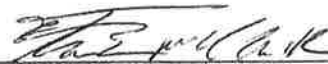
All of Grantor's right, title and interest in Water Right Nos. 72-16893 and 72-16895 which may be currently in the name of Stephen & Lyndella Bauchman, and/or Challis Creek Cattle Co., LLC is hereby quitclaimed to Grantee.

It is the intent of this Quitclaim Deed to clarify and confirm that the title to any portion of the above Water Rights which is appurtenant to Grantor's Property, is being conveyed to and held by Grantee/SGWA, and for the continued delivery and use of such water by Grantor on Grantor's Property, pursuant to the Bylaws of SGWA and the Restrictive Covenants and Conditions for Stephens Gulch Homesteads already on record with the County of Custer, Idaho.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument this 3 day of May, 2024.


Mr. Frank McClintick

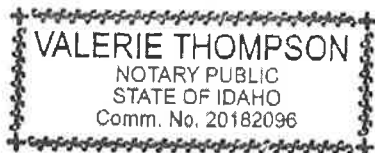

Ms. Claudette McClintick

STATE OF Idaho)
) ss.
County of Canyon

On this 3 day of May, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Frank McIntack & Claudette McIntack known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

(seal)



Valerie Thompson
Notary Public for Pioneer FCU
Residing at Nampa, ID
My Commission Expires: 10/24/24

ATTACHMENT 3
CC&R'S & BI-LAWS



0005151641

**STATE OF IDAHO***Office of the secretary of state, Phil McGrane***AMENDMENT TO CERTIFICATE OF ASSUMED
BUSINESS NAME**

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$10.00

*For Office Use Only***-FILED-**

File #: 0005151641

Date Filed: 3/15/2023 12:12:43 PM

The assumed business name currently on record is:

Select one: Standard, Expedited or Same Day Service (see descriptions below) Standard (filing fee \$10)

Assumed Business Name

STEPHENS GULCH WATER ASSOCIATION

Date Filed

06/02/2021

The file number of this assumed business name on the records of the Idaho Secretary of State is:

0004295669

The Assumed Business Name is amended to:

Change Assumed Business Name?

I do not want to change the name

The type of business is amended to:

The general type of business transacted under the assumed business name is: Services

The mailing address for future correspondence is amended to:

700 CONESTOGA
CHALLIS, ID 83226-6703

The individual or entity names and business address(es) of those doing business under the ABN:

Name	Address
☒ ~~Stephen Bauchman~~	~~PRESIDENT, SGWA P.O. BOX 1193 CHALLIS, ID 83226~~
☒ ~~Rosemary Ann Smith~~	~~SECRETARY 515 HOMESTEAD TRL PO BOX 218 CHALLIS, ID 83226~~
☒ RHAINÉ FRANKS	SECRETARY 700 CONESTOGA CROSSING CHALLIS, ID 83226
☒ STEPHEN BAUCHMAN	700 CONESTOGA CROSSING CHALLIS, ID 83226

Signature:

*Rosemary Ann Smith**03/15/2023*

Sign Here

Date

Job Title: OWNER

B0785-9262 03/15/2023 12:12 PM Received by Office of the Idaho Secretary of State

237354

STEPHEN'S GULCH HOMESTEADS

DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS

AMENDED AUGUST 24, 2007

PROPERTY DESCRIPTION: AIL PARCELS IN STEPHENS GULCH HOMESTEADS
LOCATED IN SECTION 3, TOWNSHIP 14 NORTH, RANGE 19 EAST, BOISE
MERIDIAN, CUSTER COUNTY, IDAHO.

DECLARATION: THIS DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS
IS PROVIDED BY THE GRANTOR TO ENSURE QUALITY DEVELOPMENT DESIGNED TO
PRESERVE THE SCENIC BEAUTY OF THE REAL PROPERTY. GRANTOR
HEREBY DECLARES THAT ALL OF THE REAL PROPERTY ABOVE DESCRIBED SHALL
BE HELD, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIVE
COVENANTS AND CONDITIONS, WHICH SHALL BE APPURTENANT TO AND SHALL
RUN WITH , THE REAL PROPERTY AND BE BINDING ON AIL PARTIES HAVING ANY
RIGHT, TITLE OR INTEREST IN THE REAL PROPERTY, OR ANY PARTY THEREOF, AND
THEIR HEIRS, SUCCESSORS AND ASSIGNS, AND SHALL INSURE TO THE BENEFIT OF EACH
OWNER THEREOF. RESTRICTIVE COVENANTS AND CONDITIONS CAN BE
AMENDED AFTER GRANTOR HAS SOLD ALL PARCELS WITHIN THE SUBDIVISION, AND
THE AMENDMENTS ARE APPROVED BY A TWO-THIRDS VOTE OF PARCEL"
OWNERS.

237354
Custer County Req. of
CCT
Time 3:46 PM Date 8-30, 2007
Barbara C. Breedlove, Clerk
[Signature] \$ 81.00
Deputy

X

X

BUYERS SIGNATURES

DATE

ARTICLE 1
DEFINITIONS

1. "ARCHITECTURAL COMMITTEE" SHALL MEAN THE COMMITTEE CREATED PURSUANT TO ARTICLE IV HEREOF.
2. "DECLARATION" SHALL MEAN THIS DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS.
3. "GRANTOR" SHALL MEAN STEPHENS GULCH LLC
4. "IMPROVEMENT" SHALL MEAN ANY STRUCTURE, FACILITY OR SYSTEM, OR OTHER IMPROVEMENT OR OBJECT, WHETHER PERMANENT OR TEMPORARY, WHICH IS ERECTED, CONSTRUCTED OR PLACED UPON, UNDER OR IN ANY PORTION OF THE REAL PROPERTY ABOVE DESCRIBED, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, DRIVEWAYS, LANDSCAPING, SIGNS, LIGHTS, MAILBOXES, ELECTRICAL LINES, PIPES, PUMPS, DITCHES AND FIXTURES OF ANY KIND WHATSOEVER.
5. "PARCEL" SHALL MEAN ANY ONE OF THE TRACTS OF REAL PROPERTY DESCRIBED ABOVE.
6. "OWNER" SHALL MEAN THE PERSON OR OTHER LEGAL ENTITY, INCLUDING GRANTOR, HOLDING FEE SIMPLE INTEREST OF RECORD TO A PARCEL AND SELLERS UNDER EXECUTOR CONTRACTS OF SALE, BUT EXCLUDING THOSE HAVING SUCH INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION.
7. "PERSON" SHALL MEAN ANY INDIVIDUAL, PARTNERSHIP, CORPORATION OR OTHER LEGAL ENTITY.
8. "PROPERTY" SHALL MEAN ALL THE PARCELS OF REAL PROPERTY DESCRIBED ABOVE.

ARTICLE II

PERMITTED STRUCTURES AND GENERAL RESTRICTIONS

1. GENERAL: ALL STRUCTURES ,TO BE CONSTRUCTED OR PLACED UPON THE PARCELS SHALL BE APPROPRIATE TO PASTORAL AND RECREATIONAL ENVIRONMENT. No BUILDINGS SHALL BE ERECTED UPON ANY PARCEL OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING (RESIDENCE) AND OUTBUILDINGS DEFINED AS GARAGE, BARN OR OTHER SIMILAR BUILDINGS. ALL OUTBUILDINGS SHALL BE OF SIMILAR DESIGN AND CONSRUCTION AS THE RESIDENCE UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL COMMITTEE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, AFTER THE RESIDENCE IS FULLY CONSTRUCTED, ONE ADDITIONAL GUESTHOUSE MAY BE CONSTRUCTED, FOR USE OF FAMILY, SERVANTS AND/OR OCCASIONAL GUESTS, INCIDENTAL TO THE USAGE OF THE RESIDENCE.

WITH THE EXCEPTION OF HOMESTFADS 9 AND 10, No BUILDING EXCEPT FOR THE HOUSING OF ANIMALS SHALL BE CONSTRUCTED ON IANDS FRONTING HIGHWAY 93 DESIGNATED AS IRRICATABLE. BUILDING CONSTRUCTION CONFORM TO THE REQUIPMENTS SET FORTH ABOVE.

2. ARCHITECTURAL CONTROL: No NEW CONSTRUCTION OR MAJOR ADDITION, CHANGES OR ALTERATIONS OF THE EXTERIOR OF ANY RESIDENCE SHALL BE MADE UNTIL THE ARCHITECTURAL COMMITFEE HAS REVIEWED PLOT AND GENERAL BUILDING PIANS IN ADVANCE AND THE SAME HAVE BEEN APPROVED IN WRITING. REVIEW AND APPROVAL OR DISAPPROVAL MAY BE BASED UPON THE FOLLOWING FACTORS: SETBACKS, DRAINAGE, PHYSICAL OR AESTHETIC IMPACTS ON OTHER PROPERTIES, CONFORMITY TO THE OTHER IMPROVEMENTS ON THE PROPERTY, AND ANY AND ALL OTHER CONDITIONS AND FACTORS LISTED IN THIS DOCUMENT, WHICH THE ARCHITECTURAL COMMITTEE, IN ITS REASONABLE DISCRETION, DEEM RELEVANT AND WITHIN PROVISIONS SET FORTH HEREIN. A SIMPLE MAJORITY CONSTITUTES APPROVAL, SO LONG AS DISAPPROVAL DOES NOT ENTAIL HEIGHT OR SETBACK REQUIREMENTS, IF SO THEN A TWO-THIRDS MAJORITY WILL BE REQUIRED. THIS DECEARATION IS NOT INTENDED TO SERVE AS AUTHORITY FOR THE ARCHITECTURAL COMMITTEE TO CONTROL INTERIOR LAYOUT OR EXTERIOR DESIGN OF RESIDENTIAL STRUCTURES EXCEPT TO THE EXTENT INCIDENTALLY NECESSITATED BY USE, SIZE AND HEIGHT RESTRICTIONS, IN THE EVENT THE COMMITTEE FAILS TO APPROVE OR DISAPPROVE SUCH

237324

ADDITION, CHANGE OR ALTERATION WITHIN 15 DAYS AFTER THE PLANS HAVE BEEN SUBMITTED, APPROVAL WILL NOT BE REQUIRED, AND THIS PROVISION WILL BE DEEMED, COMPLIED WITH. NEITHER THE COMMITTEE NOR ANY MEMBER THEREOF SHALL BE LIABLE TO ANY OWNER FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THE COMMITTEE'S DUTIES HEREUNDER, UNLESS DUE TO THE WILLFUL MISCONDUCT OR BAD FAITH.

3. SIZE OF DWELLING. THE GROUND FLOOR AREA OF EACH SINGLE STORY RESIDENCE, EXCLUDING GARAGE, SHALL NOT BE THAN FIFTEEN HUNDRED (1500) SQUARE FEET OF FINISHED LIVING SPACE. FOR RESIDENCES OF MORE THAN ONE STORY, EXCLUDING THE BASEMENT, THE GROUND FLOOR AREA SHALL NOT BE LESS THAN 1300 SQUARE FEET OF FINISHED LIVING SPACE.
4. SETBACKS AND MAXIMUM HEIGHT: ALL BUILDINGS SHALL BE SET BACK IN ACCORDANCE WITH THE PRESCRIBED BUILDING ENVELOPES. NO STRUCTURES SHALL BE ERECTED WITHIN 50 FEET OF THE PROPERTY LINES UNLESS THEY FALL WITHIN THE PRESCRIBED BUILDING ENVELOPE. THE SETBACK DOES NOT APPLY TO PROPERTY ADJACENT TO BLM LANDS.
5. BUILDING ENVELOPES. ALL DOMESTIC STRUCTURES, HOMES, GARAGES, SHOPS, SHEDS, ETC, EXCLUDING LIVESTOCK HOUSING, MUST BE WITHIN THE DESIGNATED BUILDING ENVELOPE. THE DESIGNATED BUILDING ENVELOPE, IF ANY, IS DESCRIBED IN EXHIBIT A, ATTACHED TO THESE COVENANTS. A VARIANCE FROM THE BUILDING ENVELOPE WILL BE PERMITTED WITH THE WRITTEN APPROVAL OF ALL ADJACENT PROPERTY OWNERS. SAID VARIANCE SHALL BE ADDED TO EXHIBIT A AS AN ADDENDUM.
6. LIVESTOCK SHELTERS HOMESTEAD 2-8 ARE LIMITED TO THE WESTERN 80 FT OF THE PRESENT IRRIGATED PASTURE OF HOMESTEADS 2-8 AND SHALL BE NO LARGER THAN 30 ft X 72 ft; NO HIGHER THAN 18 FT AT THE PEAK; LIMITED TO FARTHTONE COLORS ON ALL EXTERIOR FACETS. ANY VARIANCE FROM THESE PROVISIONS REQUIRES THE WRITTEN APPROVAL OF ALL PROPERTY OWNERS OF HOMESTEADS 1 - 8 AND THE MAJORITY OF ALL PROPERTY OWNERS. SAID VARIANCE WILL BE AN ADDENDUM TO EXHIBIT A.

7. NEW CONSTRUCTION: ALL BUILDINGS SHALL BE OF NEW CONSTRUCTION AND CONSTRUCTED ON A PERMANENT FOUNDATION ON SITE. MOBILE OR MANUFACTURED HOMES, DESCRIBED AS STRUCTURES. WITH A TONGUE OR AXELS, (WHETHER MTACHED OR REMOVED) WILL

3735

NOT BE CONSIDERED AS A PERMANENT BUILDING AND WILL NOT BE ALLOWED WITHIN THE SUBDIVISION. SHEDS, BOTH STORAGE AND STOCK UNDER 300 SQUARE FEET MAY BE ERECTED OR BROUGHT ON THE PROPERTY AND INSTALLED WITHOUT A FOUNDATION, PROVIDING THEY ARE IN OPERABLE AND MAINTAINED CONDITION AND DO NOT DETRACT FROM THE APPEARANCE OF THE PROPERTY. THE MINIMUM ROOF PITCH WILL BE NO LESS THAN 6/12.

8. STORAGE TANKS AND UTILITY LINES: ALL FUEL TANKS, WATER TANKS, OR SIMILAR STORAGE FACILITIES SHALL EITHER BE CONSTRUCTED AS AN INTEGRAL PART OF THE MAIN STRUCTURE OF THE RESIDENCE OR SHALL BE INSTALLED AND CONSTRUCTED UNDERGROUND AND SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS OF LOCAL, STATE AND FEDERAL REGULATORY AUTHORITIES. ABOVE GROUND TANKS WILL BE PERMITTED SO LONG AS THEY ARE PROPERLY SCREENED FROM VIEW. STOCK WATERING TROUGHS/TANKS WILL BE PERMITTED, BUT MUST BE KEPT IN AN OPERABLE CONDITION. ANY PREEXISTING UTILITIES WILL BE GRANDFATHERED UNDER THIS AGREEMENT, HOWEVER ANY MAJOR MODIFICATIONS WILL REQUIRE CONVERSION TO UNDERGROUND.

ARTICLEIII

SPECIFIC RESTRICTIONS

1. BUILDING CONDITIONS : NO STRUCTURES OR IMPROVEMENTS UPON THE PROPERTY SHALL BE PERMITTED TO FALL INTO DISREPAIR, AND SHALL AT ALL TIMES BE KEPT IN GOOD CONDITION. THE OWNER SHALL PROVIDE FOR AND ENSURE THAT ALL STRUCTURES AND IMPROVEMENTS ARE REPAIRED, PAINTED AND FINISHED THEREOF.
2. IMPROVEMENTS AND ALTERATIONS : THERE SHALL BE NO EXCAVATION

OR MAJOR CONSTRUCTION OR MAJOR ALTERATIONS WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL COMMITTEE* MAJOR IS CONSIDERED ANY ACTION, WHICH SUBSTANTIALLY ALTERS THE FOOTPRINT OR HEIGHT OF THE EXISTING STRUCTURE FROM ITS PRESENT CONDITION, NOR REMOVAL OF ANY IMPROVEMENTS (OTHER THAN REPAIRS OR REBUILDING PURSUANT TO ARTICLE II (8) HEREOF). ANY MODIFICATIONS MUST BE COMPLETED WITHIN ONE HUNDRED EIGHTY (180) DAYS FROM COMMENCEMENT, REGARDLESS OF WHETHER THEY REQUIRE APPROVAL OF THE COMMITTEE OR NOT. THE COMMITTEE CAN GRANT ADDITIONAL EXTENSION OF TIME FOR SUCH DELAY AS ADVERSE WEATHER

05/15/24

CONDITIONS, OR CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER.

3. TEMPORARY STRUCTURES: No TRAILERS, MOBILE HOMES, TEMPORARY BUILDINGS, TENTS OR SHACKS SHALL BE PERMITTED EXCEPT ON A TEMPORARY BASIS DURING CONSTRUCTION OF A RESIDENTIAL STRUCTURE OR OTHER ALLOWED STRUCTURE. IF PROGRESS OF CONSTRUCTION IS HALTED OR SLOWED FOR ANY LENGTH OF TIME, ALL MATERIALS SHALL BE STORED NEATLY SO AS TO PRESENT NO HAZARDS OR UNSIGHTLY APPEARANCE. ALL TEMPORARY BUILDINGS SHALL BE REMOVED PROMPTLY WHEN CONSTRUCTION CEASES FOR A PERIOD OF THREE (3) MONTHS OR HAS BEEN COMPLETED.
4. OFFENSIVE ACTIVITY:•. No RUBBISH OR DEBRIS OF ANY KIND SHALL BE PLACED OR PERMITTED TO ACCUMULATE UPON ANY PARCEL AND NO ODORS SHALL BE PERMITTED TO ARISE SO AS TO RENDER ANY PARCEL OR ANY PORTION THEREOF, UNSANITARY, UNSIGHTLY, OFFENSIVE OR DETRIMENTAL TO ANY OTHER PARCEL IN THE VICINITY THEREOF OR TO ITS OCCUPANTS. TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS. ALL INCINERATORS, OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL, SHALL BE KEPT CLEAN AND SANITARY AND NOT BECOME OFFENSIVE OR A NUISANCE. GARBAGE SHALL NOT BE VISIBLE FROM ANY OTHER PARCEL OR STREET AND SHALL BE DISPOSED OF TO COMPLY WITH HEALTH STANDARDS OF THE STATE OF IDAHO OR ANY DIVISION THEREOF. No NOISE OR OTHER NUISANCES SHALL BE PERMITTED TO EXIST OR OPERATE UPON ANY PARCEL SO AS TO BE OFFENSIVE OR DETRIMENTAL TO ANY OTHER PARCEL OR ITS OCCUPANTS. No UNSIGHTLY ARTICLES SHALL BE PERMITTED TO REMAIN SO AS TO BE VISIBLE FROM ADJOINING PARCELS. ALL GRASS OR TREE CLIPPINGS, WASTE WOOD MATERIAL, WASTE METAL MATERIAL SHALL NOT BE STORED ON THE PARCEL AND SHALL BE DISPOSED OF IN AN APPROVED LANDFILL, No NON-OPERATING OR JUNK VEHICLES OR

MACHINERY SHALL BE KEPT, STORED OR ALLOWED TO ACCUMULATE ON ANY PARCEL EXCEPT WITHIN AN ENCLOSED STRUCTURE OR APPROPRIATELY SCREENED FROM VIEW OF ADJOINING PARCELS OR PRIVATE PROPERTY, WITH A MAXIMUM OF 5 UNITS PER PARCEL. ALL OPERATING VEHICLES, RECREATIONAL EQUIPMENT, MOTORIZED EQUIPMENT IS ACCEPTABLE SO LONG AS AN ENCLOSED STRUCTURE IS PROVIDED. .

5. SEWAGE AND WATER: No PARCEL MAY BE OCCUPIED WITHOUT HAVING A SEWAGE DISPOSAL SYSTEM, DULY APPROVED BY THE STATE OF IDAHO DEPARTMENT OF HEALTH AND WELFARE OR OTHER APPROPRIATE AGENCIES. ALL SEWAGE SYSTEMS USED IN CONNECTION WITH A PARCEL

25/2007

SHALL BE CONSTRUCTED SO THAT ALL PUMPING CHAMBERS AND HOLDING TANKS SHALL BE SEALED IN SUCH A MANNER TO PREVENT ESCAPE OF EFFLUENT, EXCEPT THROUGH APPROPRIATE PIPING.

6. HAZARDOUS MATERIALS: No HAZARDOUS MATERIALS OF ANY TYPE MAY BE USED, STORED OR DISBURSED ON ANY PARCEL IN VIOLATION OF ANY APPLICABLE ENVIRONMENTAL LAW, RULE OR REGULATION.

7. ANIMALS: THE MAXIMUM NUMBER OF ANIMALS PERMITTED WILL BE TWO (2) SHEEP, COWS, GOATS, LLAMAS, ALPACAS, HORSES, OR MULES PER 1 ACRE; AND (2) PIGS, PER PARCEL. NO HOMEOWNER SHALL HAVE MORE THAN ANIMALS OF ANY SPECIES PER ACRE PER PARCEL, TOTAL. THESE LIMITATIONS DO NOT APPLY TO SMALL FOWL FOR PRIVATE DOMESTIC OR RECREATIONAL USE. THE MAXIMUM NUMBER OF DOGS SHALL BE 4 PER PARCEL AND NO MORE THAN 4 CATS PER PARCEL. ALL OTHER ANIMALS SHALL BE LIMITED BY AND APPROVED BY THE ARCHITECTURAL COMMITTEE ON AN INDIVIDUAL BASIS, BASED UPON PREDETERMINED AGREEMENT OF HOW THE ANIMALS ARE TO BE CARED FOR. ANY SUCH ANIMALS SHALL BE PROPERLY RESTRAINED AND CONTROLLED AT ANY TIME THAT THEY ARE WITHIN THE DEVELOPMENT AND OUTSIDE THE BOUNDARIES OF THE OWNERS HOMESTEAD. IT SHALL BE THE OBLIGATION OF EACH OWNER TO CONTROL HIS ANIMALS IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE ASSOCIATION.

IN THE EVENT AN OWNER CONSTRUCTS OR MAINTAINS A KENNEL UPON HIS PARCEL, SUCH KENNEL SHALL BE LOCATED ON THE PARCEL IN A MANNER TO AVOID ANY ENDANGERMENT OF, OR NUISANCE TO, ADJACENT HOMESTEAD OWNERS. KENNELS SHALL BE KEPT IN A CLEAN AND ODOR FREE MANNER. OWNERS OF ANIMALS SHALL EXERCISE SUCH PROPER CARE AND CONTROL OF THEIR ANIMAL OR ANIMALS TO PREVENT

THEM FROM BECOMING A NUISANCE. "NUISANCE" MEANS ANY NOISY ANIMAL, ANY VICIOUS ANIMAL OR ANY ANIMAL, WHICH DESTROYS PROPERTY OF OTHERS OR POSES A DANGER. EXCESSIVE, CONTINUED OR UNTIMELY BARKING, MOLESTING PASSERBY, CHASING VEHICLES, HABITUALLY ATTACKING OTHER ANIMALS, TRESPASSING UPON PRIVATE PROPERTY IN SUCH A MANNER AS TO DAMAGE PROPERTY SHALL ALSO BE DEEMED A NUISANCE. NOISY ANIMAL MEANS ANY ANIMAL WHICH HABITUALLY, CONSTANTLY OR FREQUENTLY DISTURBS THE SLEEP, PEACE OR QUIET OF ANY PERSON.

8. WEEDS: IT SHALL BE THE DUTY OF EACH PARCEL OWNER TO CONTROL THE SPREAD OF AND TO ERADICATE NOXIOUS WEEDS ON THE PARCEL. NOXIOUS WEEDS SHALL MEAN THOSE PLANTS, WHICH ARE INJURIOUS TO PUBLIC HEALTH, CROPS, LIVESTOCK, LAND OR OTHER PROPERTY AND/OR AS DESIGNATED BY THE COUNTY.
9. FENCING: IT SHALL BE THE RESPONSIBILITY OF EACH OWNER AT ALL TIMES TO ERECT AN APPROVED FENCE TO CONTAIN ANY ANIMAL THAT HE MAY HAVE ON HIS PROPERTY AND TO KEEP OUT LIVESTOCK FROM ADJOINING FEDERAL LANDS. EACH OWNER TAKES SUCH PROPERTY WITH THE UNDERSTANDING THAT THE GRANTOR SHALL NOT BE RESPONSIBLE FOR DAMAGE TO A PARCEL BY LIVESTOCK. COMMON BOUNDARY PARCEL OWNERS SHALL JOINTLY MAINTAIN FENCES LOCATED ON COMMON PARCEL BOUNDARIES. ALL FENCES SHOULD BE APPROPRIATE MATERIAL AND HEIGHT TO CONTAIN ANIMALS **KEPT** WITHIN ITS BOUNDARIES.

FENCES WILL BE CONSTRUCTED OF WOOD, VINYL OR PAINTED STEEL OR OTHER ACCEPTABLE DECORATIVE MATERIALS OF A NEUTRAL OR EARTHTONE COLOR. THIS EXCLUDES STEEL PANEL, BARB WIRE, OR STEEL T-POSTS. EXCEPTION: BARB WIRE FENCING WILL BE PERMITTED ON ANY BOUNDARIES TO BLM. RECOMMENDED FENCE TYPE IS A THREE RAIL POST FENCE, JACK FENCE OR WOVEN WIRE FENCING WITH A CAP RAIL.

10. DISTURBANCES OF SLOPES: ANY EXCAVATION OR DISTURBANCE ON A SLOPE GREATER THAN 15 DEGREES OR IN THE BOTTOM OF A DRAW NEEDS TO BE RESTORED TO NATURAL ENVIRONMENT OR LANDSCAPED WHICH INCLUDES EFFECTS OF LIVESTOCK CONTAINMENT.
11. MINING AND DRILLING: • NO PARCEL SHALL BE USED FOR THE PURPOSE OF MINING, QUARRYING, DRILLING, BORING OR EXPLORING FOR, OR REMOVING GEOTHERMAL OR OTHER WATER, OIL, GAS OR OTHER HYDROCARBONS, MINERALS, ROCKS, STONES, GRAVEL OR EARTH,

DRILLING OF WELLS FOR THE EXTRACTION OF WATER FOR DOMESTIC OR IRRIGATION PURPOSES UPON A PARCEL IS PERMISSIBLE.

12. EXCAVATION: No EXCAVATION FOR STONE, SAND, GRAVEL, EARTH OR MINERALS SHALL BE MADE UPON A HOMESTEAD UNLESS SUCH EXCAVATION IS NECESSARY IN CONNECTION WITH THE CONSTRUCTION OF AN APPROVED STRUCTURE OR IMPROVEMENT ON THE PROPERTY OR ANY PARCEL.

13. BURNING AND FIRE PROTECTION : ANY BURNING WILL COMPLY WITH STATE AND LOCAL REGULATIONS AND WILL NOT BE DONE IN A MANNER THAT IS OFFENSIVE TO OR HAS POTENTIAL TO DAMAGE ADJOINING PROPERTY. ALL ROADS WITHIN THE SUBDIVISION WILL BE KEPT OPEN AND FREE FROM ANYTHING THAT WOULD PREVENT ACCESS FOR FIRE PROTECTION EQUIPMENT AND VEHICLES.

14. SUBDIVISION OF LOTS: PARCELS WITHIN THE STEPHENS GULCH HOMESTEAD SUBDIVISION MAY NOT BE SUBDIVIDED UNTIL THE GRANTOR HAS SOLD ALL OF THE PARCELS WITHIN SAID SUBDIVISION AND THEN MUST HAVE THE APPROVAL OF ALL ADJACENT OWNERS. AFTER GRANTOR HAS SOLD ALL HOMESTEADS WITHIN THE SAID SUBDIVISION EXISTING PARCELS CAN ONLY BE SUBDIVIDED ONCE IN A MINIMUM OF 2.5 ACRE PARCELS. ANY PORTION OF A SUBDIVIDED PARCEL WILL BE REQUIRED TO ADHERE TO ALL PORTIONS OF THIS DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS AS DESCRIBED.

ARTICLE IV

ARCHITECTURAL COMMITTEE

1. MEMBERS OF ARCHITECTURAL COMMITTEE : ARCHITECTURAL COMMITTEE, REFERRED TO HEREIN AS "ARCHITECTURAL COMMITTEE" OR "COMMITTEE", SHALL CONSIST THE MEMBERS OF STEPHENS GULCH LLC UNTIL ALL PARCELS ARE SOLD AT WHICH TIME THE OWNERS MAY CREATE THEIR OWN COMMITTEE. EACH PARCEL SHALL REPRESENT ONE MEMBERSHIP AND HAVE ONE VOTE.
2. REVIEW OF PROPOSED CONSTRUCTION : THE COMMITTEE SHALL CONSIDER AND UPON ANY AND ALL PROPOSALS OR PLANS AND SPECIFICATIONS SUBMITTED FOR ITS APPROVAL PURSUANT TO THIS DECLARATION. UNTIL RECEIPT BY THE COMMITTEE OF ANY REQUIRED

PLANS AND SPECIFICATIONS, THE COMMITTEE POSTPONE REVIEW OF ANY PLAN SUBMITTED FOR APPROVAL COMMITTEE MAY CONDITION ITS APPROVAL OF PROPOSALS OR PLANS AND SPECIFICATIONS ON SUCH CHANGES THEREIN AS IT DEEMS APPROPRIATE, AND MAY REQUIRE SUBMISSION OF ADDITIONAL PLANS AND SPECIFICATIONS OR OTHER INFORMATION PRIOR TO APPROVING OR DISAPPROVING MATERIAL SUBMITTED.

3. MEETING OF THE COMMITTEE • THE COMMITTEE SHALL MEET FROM TIME TO TIME AS NECESSARY TO PERFORM ITS DUTIES HEREUNDER. THE COMMITTEE MAY FROM TIME TO TIME BY RESOLUTION UNANIMOUSLY ADOPT IN WRITING DESIGNATE ONE OF ITS MEMBERS TO TAKE ANY ACTION OR PERFORM ANY DUTIES FOR AND ON BEHALF OF THE COMMITTEE, EXCEPT THE GRANTING OF VARIANCE AS HEREAFTER PROVIDED. IN THE ABSENCE OF SUCH DESIGNATION, THE MAJORITY VOTE OF THE MEMBERS OF THE COMMITTEE, OR THE WRITTEN CONSENT OF A MAJORITY OF THE MEMBERS OF THE COMMITTEE TAKEN WITHOUT A MEETING, SHALL CONSTITUTE AN ACT OF THE COMMITTEE.
4. NO COMPENSATION OF MEMBERS: THE MEMBERS OF THE COMMITTEE SHALL RECEIVE NO COMPENSATION FOR THEIR SERVICES.
5. NON-LIABILITY OF COMMITTEE MEMBERS: NEITHER THE COMMITTEE NOR ANY MEMBER THEREOF SHALL BE LIABLE TO ANY OWNER FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THE COMMITTEE'S DUTIES HEREUNDER, UNLESS DUE TO THE WILLFUL MISCONDUCT OR BAD FAITH OF THE COMMITTEE OR MEMBER.
6. VARIANCES: THE COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE ARCHITECTURAL PROVISIONS OF THIS DECLARATION, INCLUDING RESTRICTIONS UPON HEIGHT, SIZE, FLOOR AREA OR PLACEMENT OF STRUCTURES, WHEN CIRCUMSTANCES SUCH AS TOPOGRAPHY, NATURAL OBSTRUCTIONS, AESTHETIC OR ENVIRONMENTAL CONSIDERATION MAY REQUIRE. SUCH VARIANCES MUST BE EVIDENCE IN WRITING, MUST BE SIGNED BY 66% OF THE MEMBERS OF THE COMMITTEE, AND SHALL BECOME EFFECTIVE UPON RECORDATION IN THE OFFICE OF THE COUNTY RECORDER OF CUSTER COUNTY, IDAHO. IF SUCH VARIANCES ARE GRANTED, NO VIOLATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO

THE MATTER FOR WHICH VARIANCE WAS GRANTED. GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE TERMS AND PROVISIONS OF THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PARCEL AND PARTICULAR PROVISION HEREOF COVERED BY THE VARIANCE.

7. BOOKS AND RECORDS: ALL BOOKS, RECORDS AND MINUTES OF THE COMMITTEE SHALL BE MADE AVAILABLE FOR INSPECTION AND COPYING BY ANY OWNER OR BY HIS DULY AUTHORIZED REPRESENTATIVE, AT ANY REASONABLE TIME AND FOR A PURPOSE REASONABLE RELATED TO HIS INTEREST AS A MEMBER, OR AT SUCH OTHER PLACE AND TIME AS THE COMMITTEE SHALL PRESCRIBE.

ARTICLE V **MISCELLANEOUS**

1. TERM: THIS DECLARATION SHALL RUN UNTIL DECEMBER 31, 2030, UNLESS AMENDED AS HEREIN PROVIDED. AFTER DECEMBER 31, 2030, SUCH RESTRICTIVE COVENANTS AND CONDITIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AMENDED OR EXTINGUISHED BY A WRITTEN INSTRUMENT
EXECUTED BY 75% OF THE PARCEL OWNERS AND SUCH WRITTEN INSTRUMENT IS RECORDED WITH THE COUNTY RECORDER OF CUSTER COUNTY, IDAHO. 437554

2. No AMENDMENTS: THERE SHALL BE NO AMENDMENTS TO THIS DECLARATION EXCEPT AS PROVIDED IN ARTICLE V (1) ABOVE, UNLESS TWO-THIRDS OF THE COMMITTEE SO AGREES BY SECRET BALLOT AT A DULY AUTHORIZED AND POSTED MEETING. PROPOSED AMENDMENTS MUST BE MADE AVAILABLE TO ALL OWNERS FOR A PERIOD NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE SCHEDULED DATE OF SAID MEETING. NOTICE TO MEMBERS MUST BE BY "RETURN RECEIPT" MAIL, WITH THE LAST NOTICE OF RECEIPT AS THE START OF THE THIRTY-DAY PERIOD.

ADDITIONALLY, NOTICE OF SAID MEETING WILL BE POSTED IN THE LOCAL NEWSPAPER ONCE A WEEK FOR THE THIRTY DAY PERIOD, INDICATING THE GENERAL PURPOSE OF THE MEETING, THE TIME AND DATE IT IS TO OCCUR, AND THE NAME OF THE MEMBERS.

8. VIOLATIONS AND NUISANCES: THE FAILURE OF ANY OWNER OF A PARCEL

TO COMPLY WITH ANY PROVISION HEREOF, IS HEREBY DECLARED A NUISANCE AND WILL GIVE RISE TO A CAUSE OF ACTION BY ANY OTHER OWNER FOR RECOVERY OF DAMAGES OR FOR A NEGATIVE OR AFFIRMATIVE INJUNCTIVE RELIEF OR BOTH AND THE PREVAILING PARTY IN SUCH ACTION ~~SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES FROM THE OTHER PART.~~

4. REMEDIES CUMULATIVE: EACH REMEDY PROVIDED IN THE FOREGOING PARAGRAPH IS CUMULATIVE AND NOT EXCLUSIVE AND ANY OWNER SHALL HAVE ANY OTHER REMEDY FOR ENFORCEMENT ALLOWED BY LAW.
5. NON WAIVER: THE FAILURE TO ENFORCE ANY OF THE PROVISIONS HEREIN AT ANY TIME SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO THEREAFTER ENFORCE ANY SUCH PROVISION.
6. ATTORNEY'S FEES: IN THE EVENT GRANTOR SHALL EMPLOY LEGAL COUNSEL AND BRING SUIT TO ENFORCE, INTERPRET, RESOLVE A DISPUTE, OR OTHER ACTION IN CONNECTION WITH THESE RESTRICTIVE COVENANTS, THEN THE OWNERS OR PERSONS WITH RESPECT TO WHOM SUCH EMPLOYMENT OCCURS SHALL PAY ALL OF GRANTOR'S COSTS INCURRED, INCLUDING GRANTOR'S ATTORNEY'S FEES.
7. CONSTRUCTION:
 - A. RESTRICTIONS CONSTRUED TOGETHER - ALL OF THE PROVISIONS OF THIS DECLARATION SHALL BE LIBERALLY CONSTRUED
9/2/2017
TOGETHER TO PROMOTE AND EFFECTUATE THE FUNDAMENTAL SET FORTH IN THE PREAMBLE OF THIS DECLARATION.
 - B. PROVISIONS SEVERABLE - EACH OF THE PROVISIONS OF THIS DECLARATION SHALL BE DEEMED INDEPENDENT AND SEVERABLE, AND THE INVALIDITY OR PARTIAL INVALIDITY OF ANY PROVISION OR PORTION THEREOF SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION.
 - C. SINGULAR INCLUDES PLURAL - UNLESS THE CONTEXT REQUIRES A CONTRARY CONSTRUCTION, THE SINGULAR SHALL INCLUDE THE PLURAL AND THE PLURAL THE SINGULAR, AND THE MASCULINE, FEMININE OR NEUTER SHALL EACH INCLUDE THE MASCULINE, FEMININE AND NEUTER.

D. CAPTIONS- ALL CAPTIONS AND TITLES USED IN THIS DECLARATION ARE INTENDED SOLELY FOR CONVENIENCE OR REFERENCE AND SHALL NOT AFFECT THAT WHICH IS SET FORTH IN ANY OF PROVISIONS HEREOF.

E. EFFECTIVE DATE - THIS DECLARATION SHALL TAKE EFFECT UPON RECORDING IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF CUSTER COUNTY, IDAHO.

8. ROAD MAINTENANCE

A. DEVELOPERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF MAIN ROADS IN SUBDIVISION UNTIL SUCH TIME THAT 50% OF ALL PARCELS HAVE BEEN SOLD. AT SUCH TIME, ALL PROPERTY OWNERS IN STEPHENS GULCH HOMESTEADS SHALL BE RESPONSIBLE FOR ROAD MAINTENANCE OR UPGRADING.

DECISIONS MAY BE MADE BY FORMING AN ASSOCIATION THROUGH MAJORITY VOTE. IN THE ABSENCE OF AN ASSOCIATION, A MAJORITY VOTE SHALL RULE. ALL HOMESTEAD OWNERS SHALL BE FORMALLY NOTIFIED THROUGH REGISTERED MAIL AT THE LAST ADDRESS OF RECORD BY THOSE DESIRING TO TAKE ACTION ON ROAD MAINTENANCE ISSUES. EACH HOMESTEAD OWNER WILL HAVE 10 DAYS FROM RECEIPT TO RESPOND FORMALLY BY REGISTERED MAIL WITH VOTE. NO FORMAL RESPONSE SHALL CONSTITUTE APPROVAL BY THE HOMESTEAD OWNER.

B. WITH THE EXCEPTION OF HOMESTEADS 9, 10, THE COST OF MAINTENANCE SHALL BE SHARED EQUALLY BY ALL OWNERS. ANY

~~HOMEOWNERS WHO~~ FAIL TO PAY THEIR PROPORTIONAL SHARE - WILL

BE ASSESSED AN INTEREST RATE COMMENSURATE WITH THE "GOING RATE" OR RATE ESTABLISHED BY ASSOCIATION/COMMITTEE SIXTY DAYS AFTER SUBMITTAL OF INVOICE. ANY UNPAID INVOICES WILL BE ASSESSED AGAINST THE PROPERTY AS A DULY RECORDED LIEN AFTER SIX MONTHS.

9. IRRIGATION

FOR THE PURPOSE OF MANAGING IRRIGATION WATER AND CONTROLLING IRRIGATION WATER POLICY IN STEPHENS GULCH HOMESTEADS THERE SHALL BE A STEPHENS GULCH WATER ASSOCIATION. FOR ANY HOMESTEAD CONTAINING LANDS WHICH MAY BE IRRIGATED, THE WATER RIGHT SHALL CONSIST OF AMOUNT OF WATER PER IRRIGATED ACRE

CONSISTENT WITH THE RIGHTS ADJUDICATED TO THE PROPERTY. THE WATER ASSOCIATION SHALL HAVE THE RIGHT TO PRESCRIBE THAT ALL IRRIGATION BE BY PUMP AND SPRINKLER SYSTEM AND THAT ALL OWNERS OF IRRIGATED LANDS CONTRIBUTE FINANCIALLY BASED ON THE AMOUNT OF IRRIGATION WATER THEY RECEIVE.

IRRIGATION WATER FOR HOMESTEADS 1-8 HAS BEEN ALLOCATED BASED UPON THE PRE-EXISTING ACRES OF BENEFICIAL USE CONSISTING OF 32.3 IRRIGATED ACRES. IRRIGATION WATER FOR PARCELS 9 THROUGH 28 AT THE FOLLOWING BENEFICIAL USE: HOMESTEADS 9 AND 10 5.5 IRRIGATED ACRES TOTAL; HOMESTEADS 12 THROUGH 28 ARE ALLOCATED .7 ACRES EACH FOR A TOTAL OF 11.9 IRRIGATED ACRES. THE AMOUNT OF IRRIGATED BENEFICIAL USE BY EACH HOMESTEAD IS SET FORTH IN EXHIBIT B ATTACHED HEREWITH.

WATER DELIVERY: WATER WILL BE DELIVERED TO HOMESTEADS 1-10 VIA AN EXISTING FLOOD DITCH. WATER FOR HOMESTEADS 12-28 WILL BE DELIVERED THROUGH A PRESSURIZED PIPELINE AT THE EDGE OF EACH PARCEL. A ONE TIME HOOK-UP USE FEE OF \$4000 WILL BE ASSESSED THROUGH EACH HOMESTEAD 12-28 RESPECTIVELY FOR THE USE OF WATER DELIVERED. USERS OF THE SYSTEM WILL BE RESPONSIBLE

FOR ALL RELATED OPERATIONAL COSTS INCLUDING MAINTENANCE AND POWER. ANY UNUSED OR UNSUBSCRIBED WATER ACRES FOR HOMESTEADS 12-28 CAN BE PURCHASED FOR \$6,000 FOR EACH .7 SHARE. EACH OWNER OF HOMESTEADS 12-28 WILL HAVE 60 DAYS FROM THE START OF AN IRRIGATION SEASON TO ELECT TO RETAIN HIS RIGHT.

THE LICENSED BENEFICIAL USE OF WATER PER ACRE FOR STEPHENS GULCH HOMESTEADS IS AS FOLLOWS:

PRIORITY DATE	RATE CFS	RATE MIN. INCH M.I./ACRE	
04-01-1910	.347	17.35	.349
12-15-1917	.945	47.25	.951
05-01-1879	1.121	56.05	1.128
		TOTAL	2.428/ACRE

AT SUCH TIME THAT ALL HOMESTEADS WITH IRRIGATION HAVE BEEN SOLD, THE WATER COMPANY WILL BE SOLELY OWNED BY ALL PROPERTY OWNERS OF IRRIGATED LAND WITHIN STEPHENS GULCH HOMESTEADS.

ARTICLE VI

EASEMENTS /COMMON OPEN RANGE AREA

1. UTILITY EASEMENTS: THERE IS HEREBY RESERVED FOR THE USE AND BENEFIT OF THE GRANTOR AND FOR USE AND BENEFIT OF EACH OWNER AND OCCUPANT, AND THEIR SUCCESSORS AND ASSIGNS, FOR THE PURPOSES INCIDENT TO SUCH USE, DEVELOPMENT AND MAINTENANCE OF THE PROPERTY, THE FOLLOWING EASEMENTS:

a. FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES FACILITIES OF ALL KINDS, INCLUDING RADIO, TELEVISION, TELEPHONE, INTERNET, ELECTRICITY TRANSMISSION CABINS, WATER FACILITIES, AND DRAINAGE.

b. THE EASEMENTS, WHICH ARE DESIGNATED ON THE RECORDED PLAT(S), OR HEREBY ADDED IN ACCORDANCE WITH PARAGRAPH 1A ABOVE, RECORDED IN CUSTER COUNTY, IDAHO, ARE FOR THE BENEFIT OF ALL HOMESTEAD OWNERS, OR GRANTOR.

c. FOR THE PURPOSE OF PERMITTING THE COUNTY OF CUSTER, ITS AGENTS AND DESIGNEES, ACCESS TO THE PROPERTY WITH EMERGENCY VEHICLES OF ALL TYPES.

d. FOR THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF ANY DITCH, IRRIGATION WATER PIPES, CANAL OR OTHER WATERWAY AND ANY STRUCTURES OR EQUIPMENT THEREIN OR SERVED THEREBY, AN EASEMENT IN FAVOR OF ANY PUBLIC OR PRIVATE ENTITY RECEIVING OR DISCHARGING WATER

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CONVEYED BY SUCH DITCH, IRRIGATION WATER PIPES, CANAL OR OTHER WATERWAY, AND THE GRANTOR SHALL HAVE THE RIGHT TO ENTER INTO SUCH DEFINITIVE EASEMENT AGREEMENTS CONCERNING THE SAID DESCRIBED EASEMENT(S) WHICH SHALL, UPON RECORDING THEREOF, BE BINDING UPON THE LAND SUBJECT TO THIS MASTER DECLARATION. IRRIGATION EASEMENTS AS DEFINED HEREIN APPLY TO ALL EXISTING AND FUTURE DELIVERY DITCHES OR PIPELINES INCLUDING THE REALIGNMENT OF EXISTING OR FUTURE FACILITIES. THE MOVEMENT OR MODIFICATION WILL VACATE

THE PREVIOUS EASEMENT. IRRIGATION EASEMENTS ACROSS PROPERTY WILL BE TEN (10) FEET EITHER SIDE OF THE FACILITY. AN ADDITIONAL TEN (10) FEET ALONG THE ROADWAY INSIDE OF THE ROAD RIGHT OF WAY IS RESERVED FOR AN IRRIGATION EASEMENT.

e. ALL UTILITIES ALONG ROADS SHALL BE PLACED AT OUTER EDGE ONLY WHERE NO ROAD SURFACING SHALL BE APPLIED.

f. EASEMENT AREAS (EXCLUDING ANY EQUIPMENT OR APPURTENANCES OWNED BY THE GRANTOR, THE UTI COMPANY LOCATED THEREON) HEREIN RESERVED, SHALL BE MAINTAINED BY THE OWNER OF THE PARCEL UPON WHICH THEY ARE SITUATED.

2. FUTURE EASEMENTS: THE GRANTOR SHALL HAVE THE FUTURE RIGHT TO PROVIDE FOR SUCH EASEMENTS ACROSS, UPON AND UNDER THE SURFACE OF THE COMMON AREAS TY-LAT MAY BE REASONABLY NECESSARY TO SERVE THE INTERESTS AND CONVENIENCE OF THE HOMESTEAD OWNERS FOR PUBLIC OR PRIVATE WAYS, PUBLIC UTILITIES, FACILITIES FOR THE DISTRIBUTION OF IRRIGATION AND DOMESTIC WATER, DRAINAGE, ACCESS, AND OTHER USES. ADDITIONALLY GRANTOR RESERVES TEN (10) FEET EITHER SIDE OF ADJOINING PROPERTY LINE FOR GENERAL UTILITY AND IRRIGATION EASEMENT SO LONG AS AS RESTORATION OF ANY DISTURBANCE MEETS REQUIREMENTS SET FORTH HEREIN.

3. COMMON EASEMENT TO BLM: ANY MOTORIZED TRAFFIC TO BLM SHALL BE THROUGH PRIVATE COMMON OPEN RANGE WITHIN THE STEPHENS GULCH PROPERTY BOUNDARIES, EXCEPT FOR ANY HOMESTEADS ADJACENT TO BLM WHICH HAVE IMMEDIATE ACCESS. ANY VEHICULAR TRAFFIC WITHIN STEPHENS GULCH COMMON OPEN RANGE OTHER THAN DRIVEWAY TRAFFIC TO HOMESTEAD 29 AND 30 SHALL BE RESTRICTED TRAVEL ONLY BACK AND FORTH TO BLM. THERE SHALL NOT BE ANY VEHICULAR RECREATING IN "H-IE COMMON OPEN AREA SUCH AS RACING, JUMPING, MOTORCROSS, ETC. THE COMMON OPEN RANGE AREA IS ALSO INTENDED FOR FOOT AND HORSE TRAFFIC OF STEPHEN GULCH OWNERS.

HOMESTEADS 29 AND 30 SHALL THE RIGHT TO CONSTRUCT AND MAINTAIN A PRIVATE DRIVEWAY FROM THE CULDESAC AT THE

NORTTI END OF CALICO RUN UP STEPHENS GULCH OPEN RANGE TO THE SHARED CORNER OF THE AFOREMENTIONED RESPECTIVE PARCELS AS SHOWN ON THE OFHCIAL PLOT. ANY USERS OF THE COMMON OPEN RANGE MAY NOT BLOCK OR DAMAGE THESE PRIVATE DRIVEWAYS. THE OWNERS OF HOMESTEADS 29 AND 30 MAY NOT BLOCK OTHER OWNERS IN STEPHENS GULCH HOMESTEADS FROM ACCESSING THE LANDS ON WHICH SAID PRIVATE DRIVE EXISTS.

4. HORSE AND FOOT TRAFFIC: TWENTY (20) FOOT WIDE EASEMENTS ARE PROVIDED BETWEEN HOMESTEADS 17 AND 18 AND HOMESTEADS 21 AND 22 FOR ONLY FOOT AND HORSE TRAFFIC TO ACCESS BLM. HOWEVER, THE 20 FOOT EASEMENT BETWEEN HOMESTEADS 21 AND 22 SHALL ALSO SERVE AS A DRIVEWAY FOR THOSE RESPECTIVE PARCELS. AT SUCH TIME THAT THE OWNER OF HOMESTEAD 22 INSTALLS THEIR OWN RESPECTIVE DRIVEWAY, THEIR VEHICULAR EASEMENT ON THE HORSE AND FOOT TRAFFIC PATH SHALL CEASE TO EXIST
5. LOT 11 IS OWNED BY HOMESTEAD #S 9 AND 10, AND IS ONLY INTENDED FOR JOINT DRIVEWAY ACCESS FOR HOMESTEADS 9 AND 10.
6. A DRIVEWAY EASEMENT EXISTS IN THE NORTH EAST CORNER OF THE COMMON OPEN RANGE AREA AS INDICATED BY A DOTTED LINE ON THE OFFICIAL PLAT FOR THE NEIGHBOR TO THE IMMEDIATE NORTH TO ACCESS HIS PROPERTY.

AT WITNESS WHEREOF, GRANTOR EXECUTED THIS DECLARATION THE DAY AND YEAR FIRST ABOVE WRITTEN.



STEPHEN G. BAUGHMAN
IN WITNESS

EXECUTED THIS DECLARATION

STEPHEN G. BAUGHMAN
MANAGING MEMBER
STEPHENS GULCH, LLC

8373 sq

STATE OF IDAHO ss:
COUNTY OF S

On this 30 day of August in the year 2007, before me, a
personally appeared STEPHEN G BAUCHMAN Notary Public, e, /Z7Z/7C/n3
STEPHENS GULCH, LLC memb

identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and
acknowledged to me that he/she/they executed the same.

Patsy Kindt
Notary Public

Residing at: Challis

Commission Expires: 3/24/10



a 3935%

STEPHEN'S GULCH HOMESTEAD

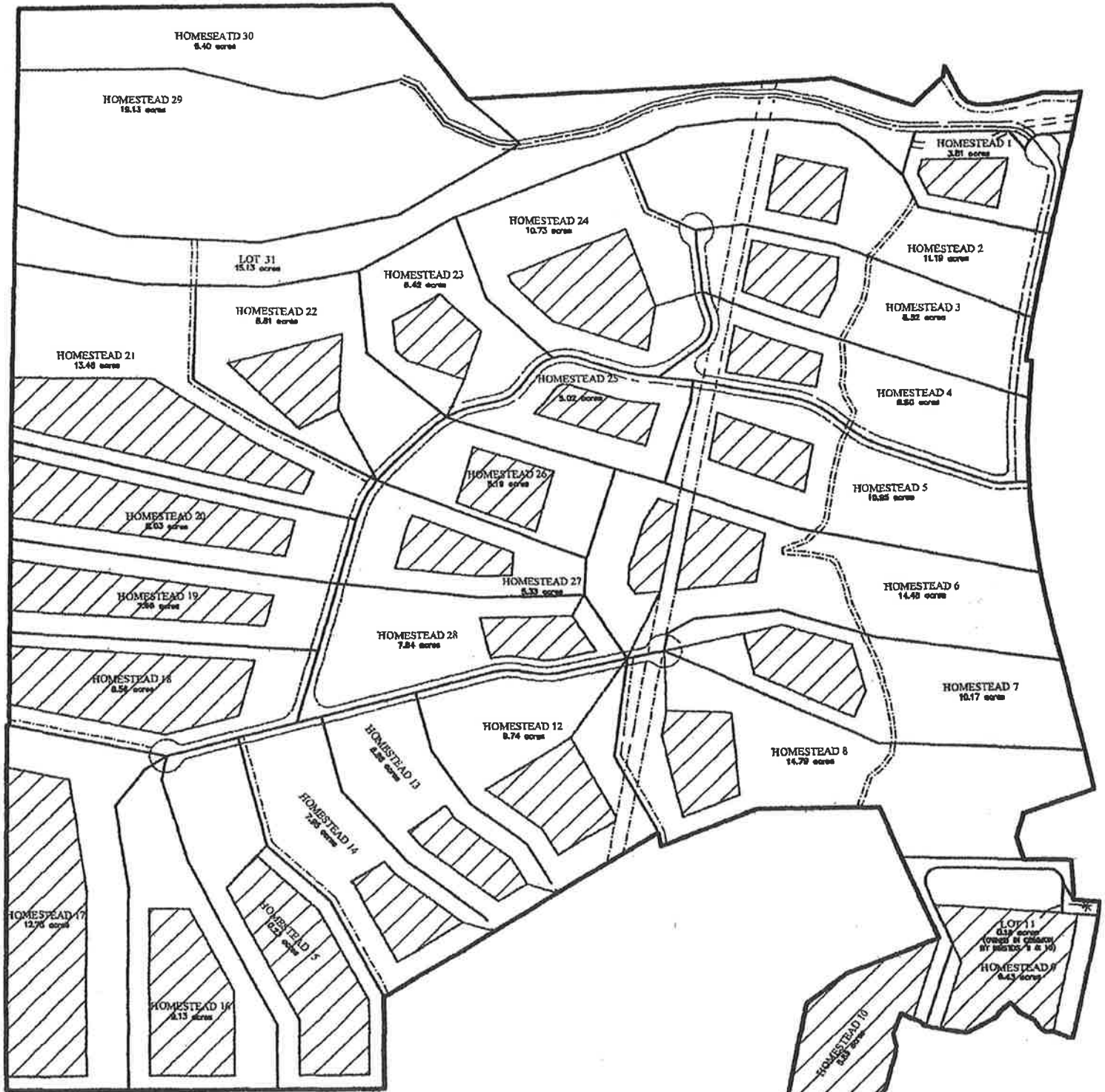
EXHIBIT A

BUILDING ENVELOPES / SETBACKS

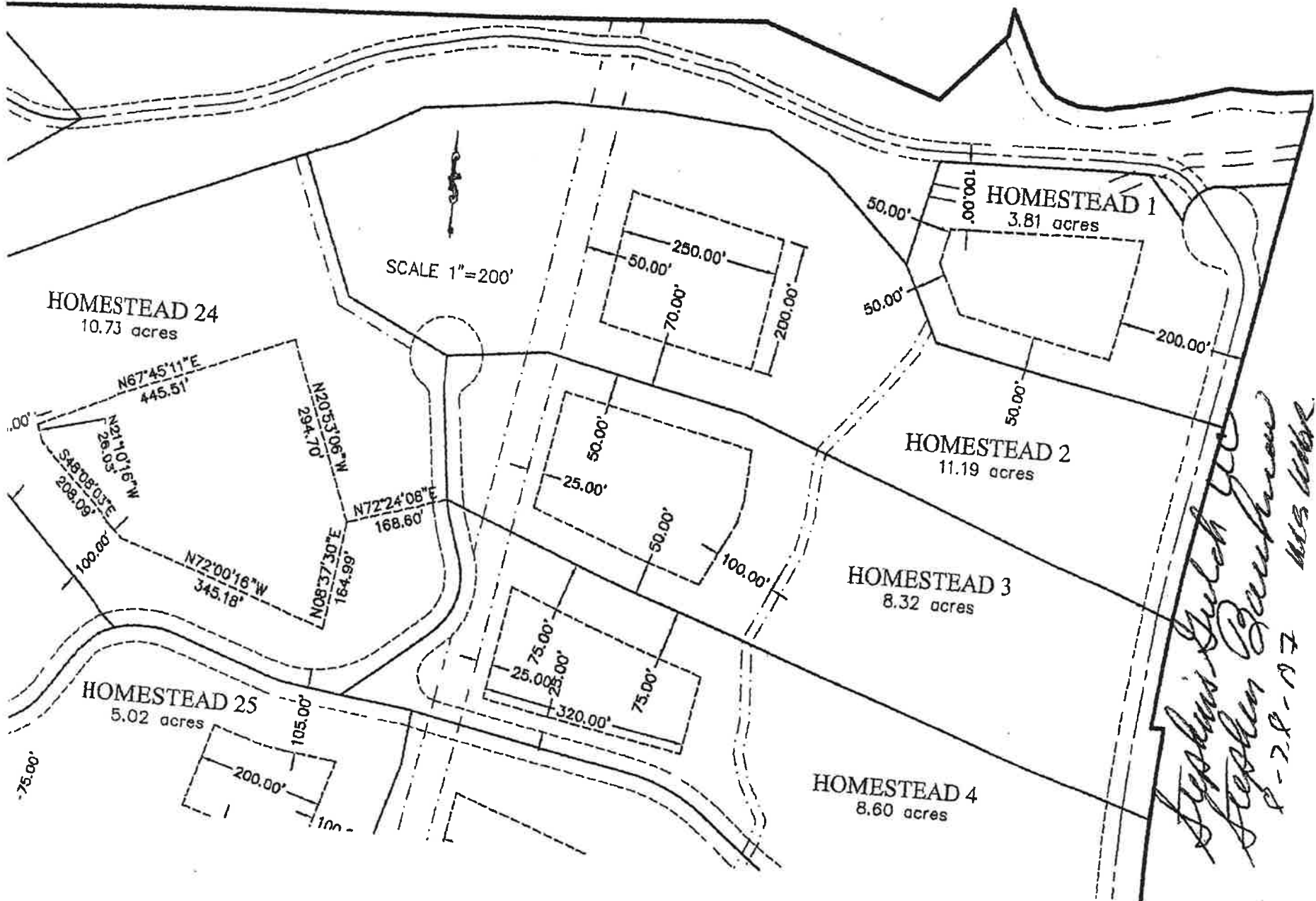
EXHIBIT

NO SUBDIVISIONS
~ STEPHENS CULCH HOMESTEADS ~

— SECTION 3 —
TOWNSHIP 14 NORTH, RANGE 19 EAST, BOISE MERIDIAN,
CUSTER COUNTY, IDAHO



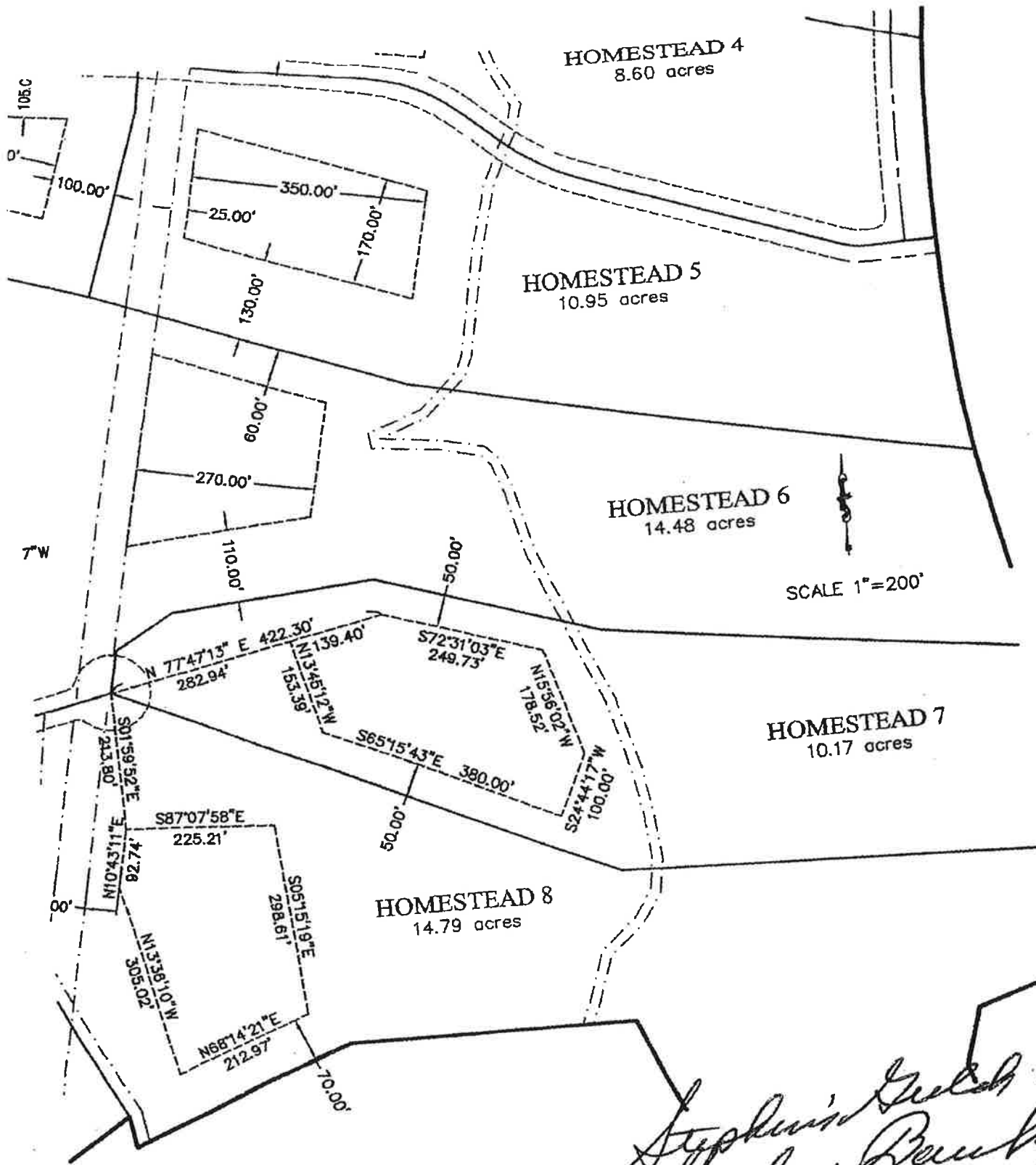
Stephens Culch



Stephen Gulch
Stephen Gulch
P-7.8-07
M.B. Weber

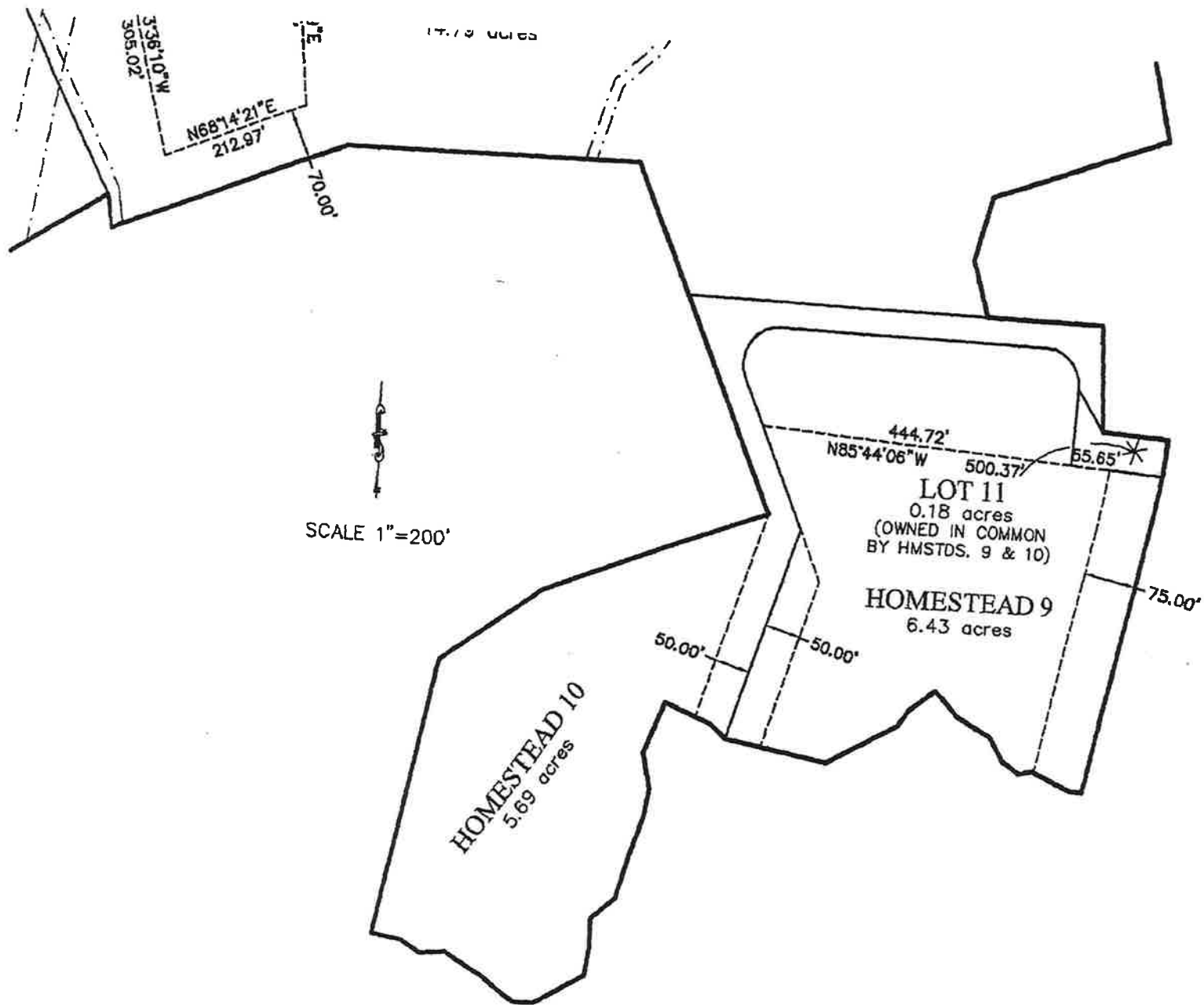
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3735%

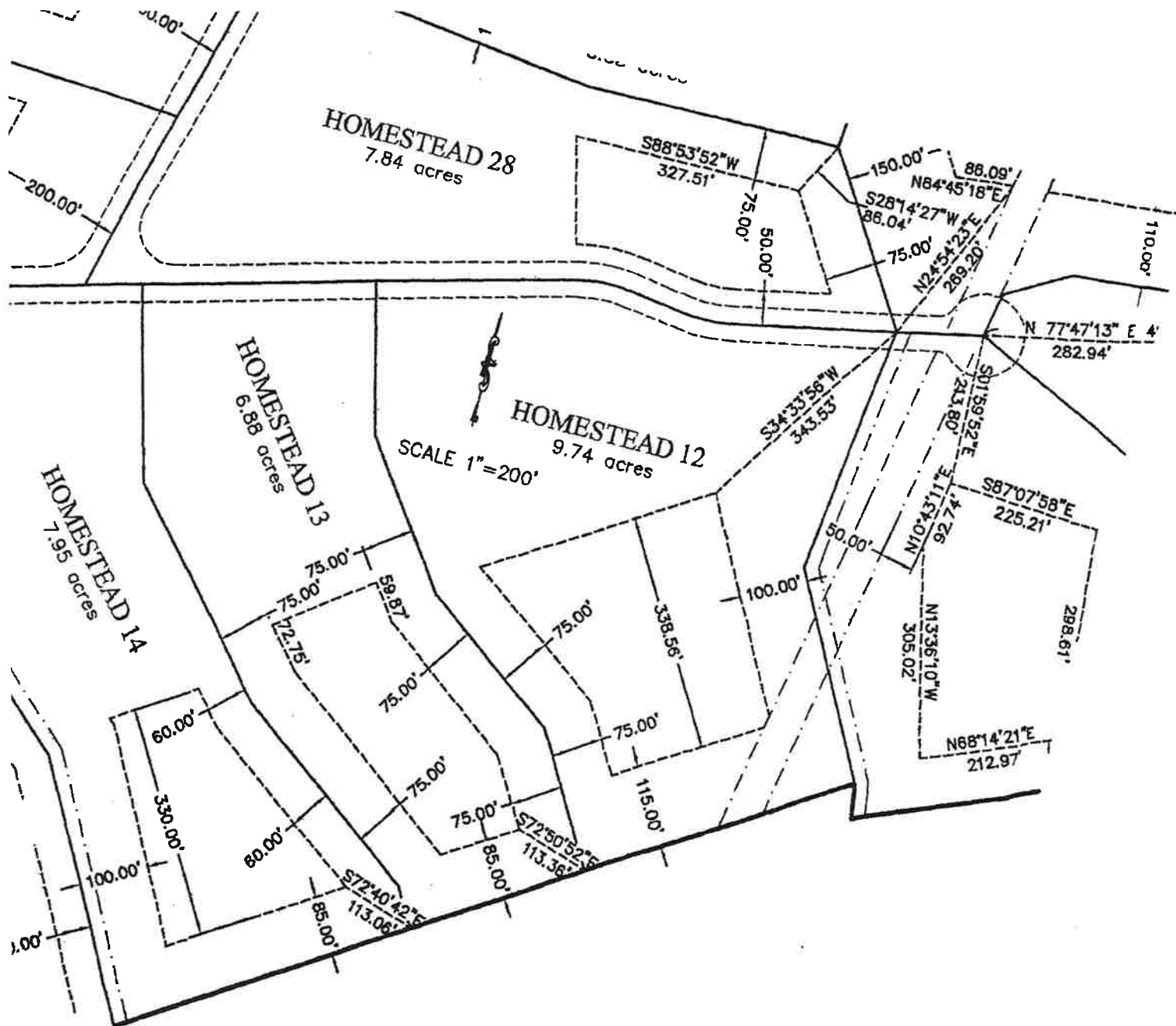


Stephen's Guild
Stephen's Bank
0-2807 *Wg Mo.*

17C7C



Joseph Gulab CC
Joseph Greenhouse

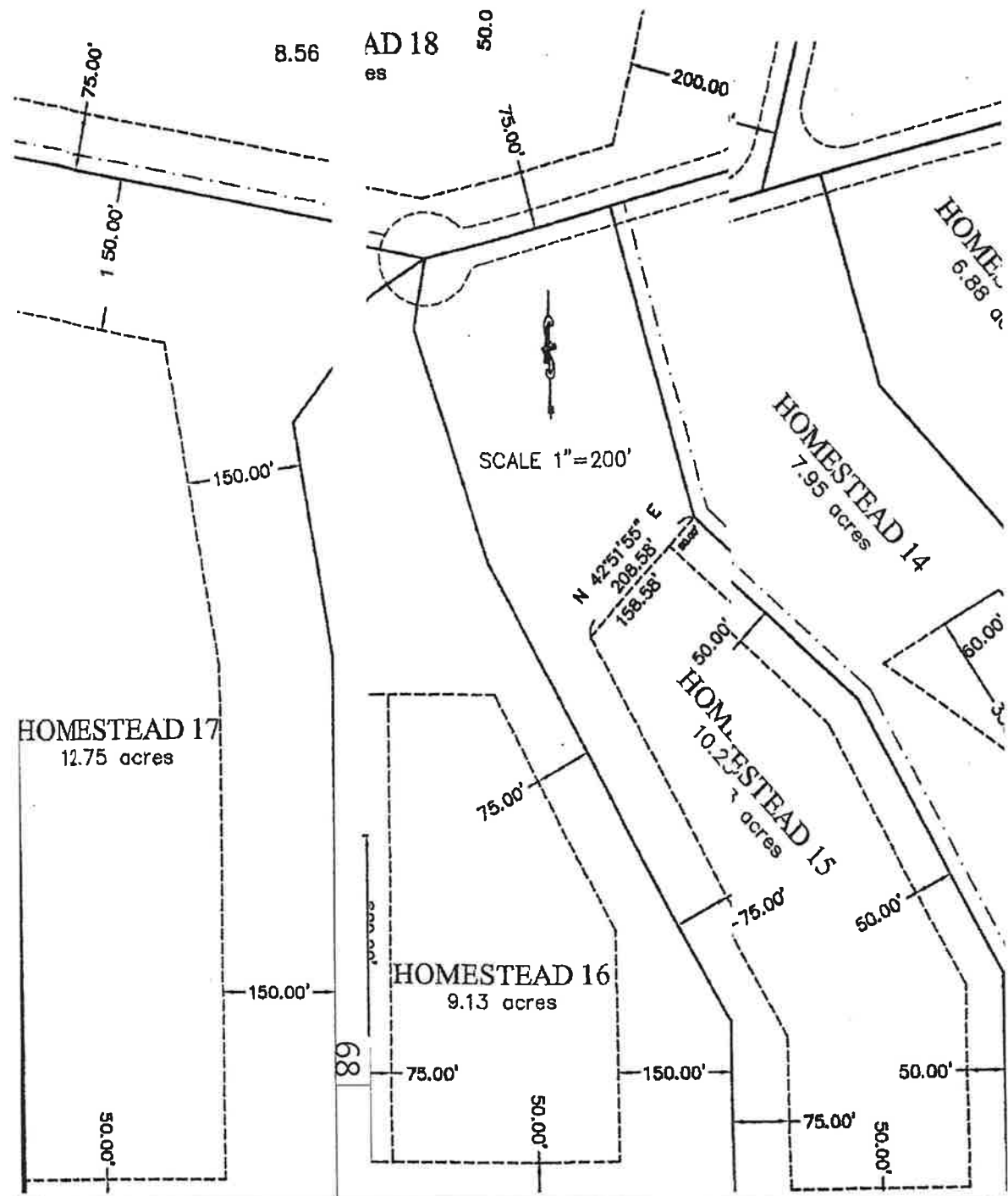


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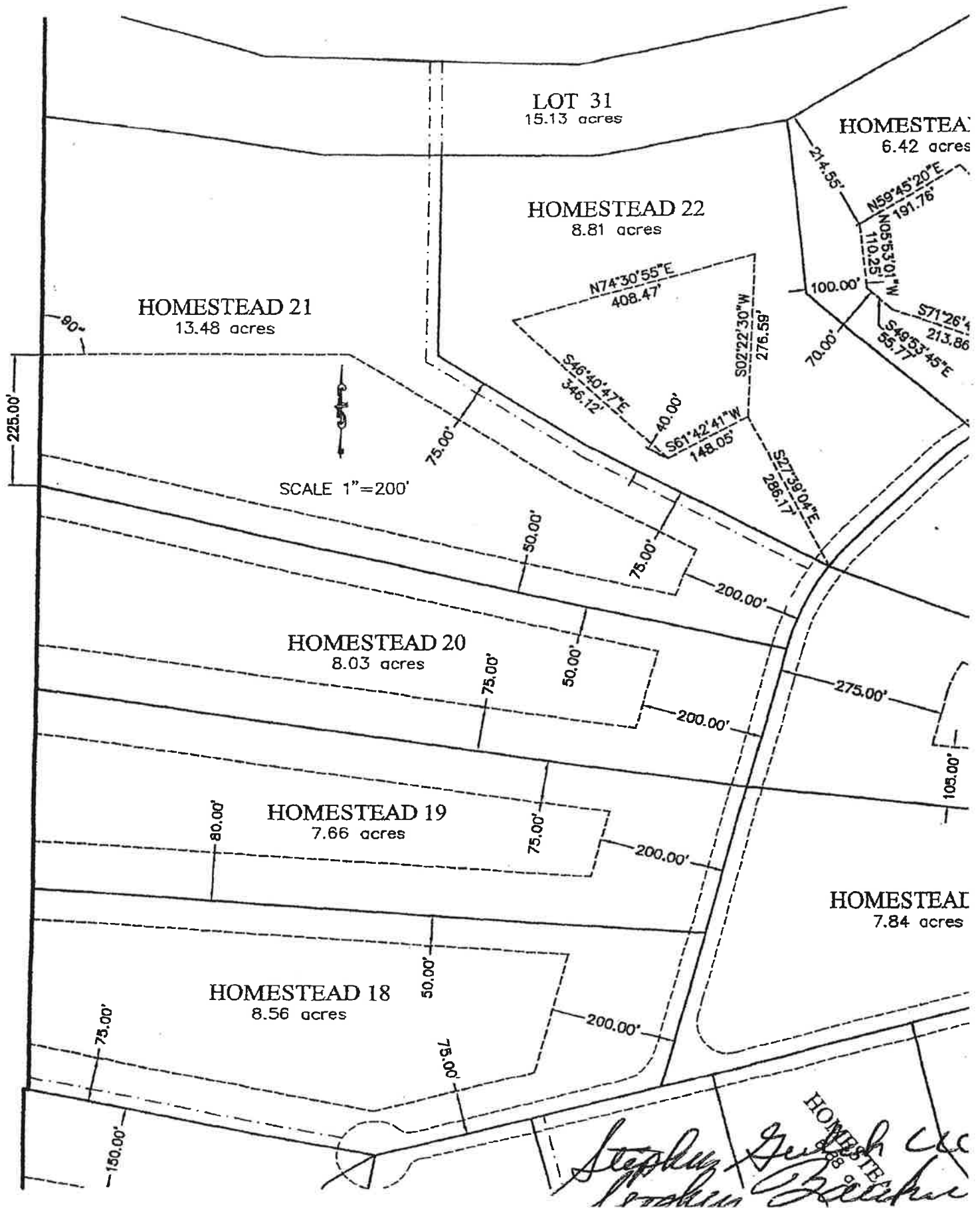


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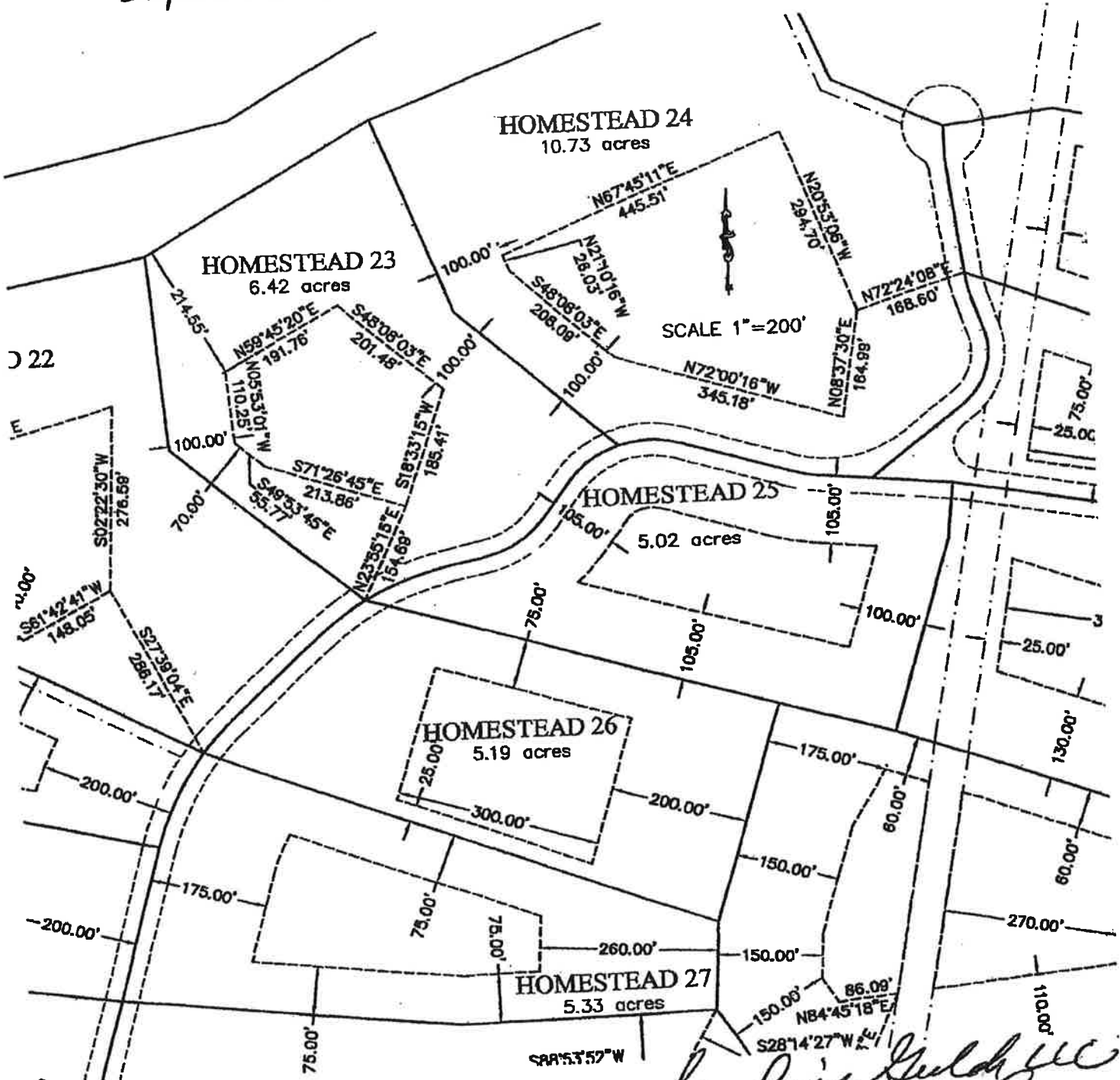
8-28-07



237354



X Buyers initials X date



Stephen's Gold LLC
Stephen Burkman
8 20 03 MS, MA

BUYERS SIGNATURES

23733%

STEPHENS GULCH HOMESTEADS

ERMIBrr IRRIGATION

Homestead	Acres	Irrx Acres	Aftocated	Subscribed
	8-32	3-8		
		4e5	4.5	4.5
	1 oe95	5.2	52	
	f 4.48	5.3		5e3
				4.9
	f 4E79	5.	5.2	5.2
	6.43	2.5		2.5
10		310	3.0	
42	9,,74			
	6.88			
	7.95			
15	10.23	.		
16	9Ef3			
17	12.75	.		
48	8.56			
19	166			
20	8.05			
22				
23	6.42			

24 10.73 .25

26 5.19

27 5.33

28 7.84

29-30 28-53

* [Unsubscribed shares can be purchased to apply to property]

X _____ X _____

DATE

BUYERS SIGNATURES

Water Right Disclosure

STEPHEN'S GULCH HOMESTEADS

Water Right Disclosure

Amended 8-30-07

Said Buyer has been provided a copy of the CC&Rs governing the use and operation of their property and as it relates to the water allocated to the property, Exhibit B of the CC&Rs detail the water that has been allocated to each lot based upon beneficial use. Use of Irrigation water for Lots 12-28 is subject to the property owner subscribing to said Allocated water.

WATER ALLOCATION: Irrigation water in Idaho is regulated by the Idaho Department of Water Resources (IDWR) which controls the amount of water delivered to a specified acreage {Beneficial Use}. Adjudicated water may only be applied based upon Beneficial Use and distributed based on priority dates. Water Users with earlier priority dates are senior to other Users. As water diminishes later in the season junior rights are "cut off to fulfill senior rights."

BENEFICIAL USE: The amount of acreage adjudicated by IDWR for irrigation purposes within a specified parcel or section of land which cannot be exceeded.

SUBSCRIBED WATER: Water has been allocated to Lots 12-28, however each Owner/Buyer must Subscribe by paying his share of the cost of the delivery system [Use Fee]. Delivery of water will be through a pressurized pipeline to each lot. The Owner/Buyer has the right to Subscribe .60 days from the start of the irrigation season to elect to retain his rights." The irrigation season starts 4/1 and ends 11/1. Buyers who purchase property after the start of the season will have 60 days from the start of a season to make an election.

WATER DESCRIPTION : The amount of water is based upon the diversion rate listed in CFS [cubic feet per second] and Miner Inches [50MVCFS). The measurement is from the Point of Diversion which is located approximately 1/2 mile upstream on Challis Creek. Any subsequent evaporation or ditch loss is shared equally by all users of the ditch. The ditch feeding Stephen's Gulch Homesteads is shared by several users. The ditch runs along the southern end of the property and crosses neighboring property by described easements.

Detailed below is the priority dates and diversion rate per priority date. The diversion rate is listed in miners Inches The Allocation is based upon Beneficial Use with a total of 2.428 MI/ac. A MI is 9 GPM [Gallons per minute] or 21.85 gaVAc.

BUYERS SIGNATURES

DATE

Water Right Disclosure

X

X

1

9/22/2007

WATER ASSOCIATION: A water association will be established to facilitate the regulation of water to insure that all users receive their subscribed right with sufficient pressure and volume. This is typically done through a rotation method where Users are assigned watering days. The association will be responsible for collecting fees relating to the operation of the irrigation season. This includes representing the Water Users and paying associated fees to Water District 72 B/C Challis Creek and Garden Creek. Operation and delivery of water is controlled by the Water Master.

9. IRRIGATION

FOR THE PURPOSE OF MANAGING IRRIGATION WATER AND CONTROLLING IRRIGATION WATER POLICY IN STEPHENS GULCH HOMESTEADS THERE SHALL BE A STEPHENS GULCH WATER ASSOCIATION. FOR ANY HOMESTEAD CONTAINING LANDS WHICH MAY BE IRRIGATED, THE WATER RIGHT SHALL CONSIST OF THE AMOUNT OF WATER PER IRRIGATED ACRE CONSISTENT WITH THE RIGHTS ADJUDICATED TO THE PROPERTY. THE WATER ASSOCIATION SHALL HAVE THE RIGHT TO PRESCRIBE THAT ALL IRRIGATION BE BY PUMP AND SPRINKLER SYSTEM AND THAT ALL OWNERS OF IRRIGATED LANDS CONTRIBUTE FINANCIALLY BASED ON THE AMOUNT OF IRRIGATION WATER THEY RECEIVE.

IRRIGATION WATER FOR HOMESTEADS 1-8 HAS BEEN ALLOCATED BASED UPON THE PREEXISTING ACRES OF BENEFICIAL USE CONSISTING OF 32.3 IRRIGATED ACRES. IRRIGATION WATER FOR PARCELS 9 THROUGH 28 AT THE FOLLOWING BENEFICIAL USE: HOMESTEADS 9 AND 10 5.5 IRRIGATED ACRES TOTAL; HOMESTEADS 12 THROUGH 28 ARE ALLOCATED .7 ACRES EACH FOR A TOTAL OF 11.9 IRRIGATED ACRES. AMOUNT OF IRRIGATED BENEFICIAL USE BY EACH HOMESTEAD IS SET FORTH IN EXHIBIT B ATTACHED

BUYERS SIGNATURES

DATE

Water Right Disclosure

HEREWITH.

X

X

9/22/2007

WATER DELIVERY: WATER WILL BE DELIVERED TO HOMESTEADS

1-10 VIA AN EXISTING FLOOD DITCH. WATER FOR HOMESTEADS 12-28 WILL BE DELIVERED THROUGH A PRESSURIZED PIPELINE AT THE EDGE OF EACH PARCEL. A ONE TIME HOOK-UP USE FEE OF \$4000 WILL BE ASSESSED THROUGH EACH HOMESTEAD 12-28 RESPECTIVELY FOR THE USE OF WATER DELIVERED. THE USERS OF THE SYSTEM WILL BE RESPONSIBLE FOR ALL RELATED OPERATIONAL COSTS INCLUDING MAINTENANCE AND POWER. ANY UNUSED OR UNSUBSCRIBED WATER ACRES FOR HOMESTEADS 12-28

CAN BE PURCHASED FOR \$6,000 FOR EACH .7 SHARE. EACH OWNER OF HOMESTEADS 12-28 WILL HAVE 60 DAYS FROM THE START OF AN IRRIGATION SEASON TO ELECT TO RETAIN HIS RIGHT.

BUYERS SIGNATURES

DATE

Water Right Disclosure

THE LICENSED BENEFICIAL USE OF WATER PER ARCE FOR STEPHENS GULCH HOMESTEADS IS AS FOLLOWS:

PRIORITY DATE	RATE CFS	RATE	MIN.	INCH
M.I./ACRE				
04-01-1910	.347	17.35		.349
12-15-1917	0945	47.25		.951
05-01-1879.	1.121.	56.05.		

1.128

TOTAL 2.428/ACRE

AT SUCH TIME THAT ALL HOMESTEADS WITH IRRIGATION HAVE BEEN SOLD, THE WATER COMPANY WILL BE SOLEY OWNED BY ALL PROPERTY OWNERS OF IRRIGATED LAND WITHIN STEPHENS GULCH HOMESTEADS.

X

X

BUYERS SIGNATURES

DATE

Water Right Disclosure

The Buyers of the property in Stephen's Gulch Homesteads have reviewed the foregoing and by below attest to their acceptance of the water Rights. Any descriptions are provided for clarification purposes only, and should be reviewed with a third party. Further information may be obtained from the Water Master of 72 B/C Mr. Jack Challis 208-8794617.

STEPEHN'S GULCH HOMESTEAD

X

Buyer Signature

X

Name Buyer [Printed]

Date.

STEPHEN'S GULCH WATER ASSOCIATION

By Laws

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office of the association may, but need not, be the same as any of its members principal places of business or residence in the state of Idaho. The address of the registered office may be changed from time to time by the Board of Directors or the President of the association.

Section 1.2 Principal Office; Other Offices. The association may also have and maintain an office or principal place of business in Challis, Idaho or at such other place as may be fixed by the Board of Directors, and may also have offices at such other places, both within and without the state of Idaho, as the Board of Directors may from time to time determine or the business of the association may require.

ARTICLE II

SHAREHOLDERS' MEETINGS

Section 2.1 Place of Meetings. The Board of Directors may designate any place, either within or without the state of Idaho, as the place of meeting for any annual meeting or for any special meeting of shareholders called by or at the direction of the Board of Directors.

A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the state of Idaho, as the place for the holding of such meeting.

If no place is designated by the Board of Directors or if a special meeting be called otherwise than by or at the direction of the Board of Directors, the place of meeting shall be the principal office or registered office of the association.

Section 2.2 Annual Meetings. The annual meeting of the shareholders of the association shall be held on the second Tuesday in February, in each year at the hour of 10:00 a.m., or on such other date and at such other time which may from time to time be

Stephen's Gulch Homesteads Water Association

designated by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting, however this meeting shall occur prior to the annual meeting of Water District 72A of which the association is a member. The failure to hold an annual meeting at the time stated or otherwise designated as provided herein shall not affect the validity of any association action.

Section 2.3 Special Meetings. Special meetings of the shareholders of the association may be called at any time, for any purpose or purposes, by the Board of Directors or the president of the association or by the holders of at least twenty percent (20%) of the votes entitled to be cast on any issue proposed to be considered at the meeting (provided that such holders sign, date and deliver to the corporation's secretary one or more written demands for the meeting describing the purpose(s) for which it is to be held).

Section 2.4 Notice of Meetings. The association shall notify shareholders of the date, time and place of each annual and special shareholders meeting and, in case of a special meeting, a description of the purpose or purposes for which the meeting is called, no fewer than ten (10) nor more than sixty (60) days before the meeting date. Only business within the purpose(s) described in the special meeting notice may be conducted at such special meeting.

Section 2.5 Waiver of Notice. Notice of any meeting of shareholders may be waived in writing, signed by the person entitled to notice thereof and delivered to the association for inclusion in the association minutes or filing with the association records, either before or after the date and time stated in the notice, and will be waived by any shareholder by his attendance thereat in person or by proxy. Any shareholder so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice hereof had been given.

Section 2.6 Quorum. A majority of the votes, represented in person or by proxy, entitled to be cast on a matter shall constitute a quorum of that voting group for action on that matter. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and any adjournment thereof unless a new

Stephen's Gulch Homesteads Water Association

record date is or must be set for that adjourned meeting.

Section 2.7 Adjournment and Notice of Adjourned Meetings. Any meeting of shareholders at which a quorum is present, whether annual or special, may be adjourned from time to time by the vote of a majority of the votes entitled to be cast at the meeting. If an annual or special shareholders' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

Section 2.8 Proxies. At all meetings of shareholders, a shareholder may vote either in person or by proxy. A shareholder may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An appointment of proxy is effective upon receipt, before or at the time of the meeting, by the secretary of the association or other officer or agent authorized to tabulate votes.

Section 2.9 Voting Rights (Non-cumulative Voting). Only shares are entitled to vote. Except as otherwise provided by law, only persons in whose names shares stand on the records of the association on the record date, as provided in Sections 3.11 and 7.4 of these Bylaws, shall be entitled to vote on any matter. Unless the By Laws provide otherwise, *each outstanding share, regardless of class, is entitled to one (1) vote on each matter voted on at a shareholders' meeting.* If a quorum exists, action on a matter, other than the election of directors, is approved if the votes cast favoring the action exceed the votes cast opposing the action. *Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.* Shareholders shall have no right to cumulate their votes for directors.

Section 2.10 Association 's Acceptance of Votes .

(1) If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a shareholder, the association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the shareholder.

(2) If the name signed on a vote, consent, waiver, or proxy appointment does not

Stephen's Gulch Homesteads Water Association

correspond to the name of its shareholder, the association if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the shareholder if so entitled by provisions of the IBCA.

(3) The association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the shareholder.

Section 2.11 List of Shareholders. After fixing a record date for a meeting, the association shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of such meeting. The shareholders within an irrigation season will be recorded and maintained as Exhibit A, a part of this agreement. The shareholders' list must show the address and number of shares registered in the name of each shareholder and be available for inspection by any shareholder, at least ten (10) days before the meeting for which the list was prepared and continuing through the meeting, at the association's principal office or at a place identified in the meeting notice in the city where the meeting will be held.

A shareholder, his agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Idaho Code §30-1-1602(3), to copy the list, during regular business hours and at his expense, during the period it is available for inspection. The association shall make the shareholders' list available at the meeting; and any shareholder, his agent, or attorney is entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the shareholders list does not affect the validity of action taken at the meeting.

(a) List of Members and corresponding shares listed in Exhibit A attached herewith based upon the date of record.

(b) Shares are allocated based upon the subscribed water as described in Section 7.2

(c) The total number of shares in the association as established is 57.3 ~~38.6~~, representing the water rights covering 57.3 ~~38.6~~ acres.

(d) The number of shares may increase based upon obtaining additional water rights. Any subsequent additional acres will be available in accordance with the terms of the association agreement.

Stephen's Gulch Homesteads Water Association

Section 2.12 Conduct of Meeting. At every meeting of shareholders, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the president, or, if the president is absent, the most senior vice president present, or in the absence of any such officer, a chairman of the meeting chosen by a majority in interest of the shareholders entitled to vote, present in person or by proxy, shall act as chairman. The secretary or, in his absence, an assistant secretary directed to do so by the president, shall act as secretary of the meeting.

2.12.1 Representation of Association interests with Water District 72A. The chairman, secretary, or such person designated at the annual meeting will represent the interests and vote the shares of the association at the annual meeting of Water District 72A, which is a part of the greater district 170.

Section 2.13 Action Without Meeting. Action required to be taken at a shareholders' meeting may be taken without a meeting if the action is taken by all the shareholders entitled to vote on the action. The action must be evidenced by one (1) or more written consents describing the action taken, signed by all the shareholders entitled to vote on the action, and delivered to the association for inclusion in the minutes or filing with the corporate records. A consent signed under this Section has the effect of a meeting vote and may be described as such in any document.

ARTICLE III DIRECTORS

Section 3.1 Powers. All association powers shall be exercised by and under the authority, and the business and affairs of the association shall be managed under the direction, of the Board of Directors, subject to any limitations set forth in the By Laws or any shareholder agreement.

Section 3.2 Variable Range-Size Board; Qualifications. The number of directors presently authorized is three (3). The authorized number of directors of the association may be changed from time to time, but shall never be less than three (3). Only the shareholders may change the size of the Board. No change in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director. A director need not be a resident of the state of Idaho or but a shareholder of the Association. If for any cause the

Stephen's Gulch Homesteads Water Association

directors shall not have been elected at an annual meeting, they may be elected as soon thereafter as convenient at a special meeting of the shareholders called for that purpose in the manner provided by law or in these Bylaws.

Section 3.3 Term. *Directors are elected at the annual meeting of shareholders.*

Each director shall serve until the next annual meeting of shareholders and thereafter, despite the expiration of his term, until his successor is duly elected and qualifies, or until there is a decrease in the number of directors, or until his earlier death, resignation or removal.

Section 3.4 Resignation. A director may resign at any time by delivering written notice to the Board of Directors, its chairman, or the association.

Section 3.5 Removal. The shareholders may remove one (1) or more directors with or without cause. Because cumulative voting is not authorized, a director may be removed only if the number of votes cast to remove him exceeds the number of votes cast not to remove him. A director may be removed by the shareholders only at a meeting called for the purpose of removing him; and the meeting notice must state that the purposes, or one of the purposes, of the meeting is removal of the director.

Section 3.6 Newly Created Directorships and Vacancies. Unless the Association By-Laws provide otherwise, newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause may be filled by the affirmative vote of a majority of the remaining directors then in office even if they constitute fewer than a quorum of the authorized Board of Directors, or may be filled by the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 3.7 Meetings.

(1) **Annual Meetings.** *The annual meeting of the Board of Directors shall be held immediately after the annual meeting of shareholders and at the place where such meeting is held, or at a designated time within 30 days. No notice of an annual meeting of the Board of Directors shall be necessary; and such meeting shall be held for the purpose of electing officers and transacting such other business as may lawfully come before it.*

Stephen's Gulch Homesteads Water Association

(2) Place of Meetings. Regular and special meetings of the Board of Directors, or of any committee designated by the Board, may be held at any place within or without the state of Idaho.

(3) Telephone Meetings. Any member of the Board of Directors, or of any committee thereof, may participate in a regular or special meeting by, or conduct the meeting through the uses of, any means of conference telephone or similar communications equipment by which all directors participating in the meeting may simultaneously hear each other during the meeting. A director participating in a meeting by such means is deemed to be present in person at such meeting.

(4) Notice of Meetings. Notice of the date, time and place of any regular or special meeting of the Board of Directors shall be delivered at least two (2) days prior to the meeting; provided that the Board of Directors may provide, by resolution, the date, time and place, either within or without the state of Idaho, for the holding of regular meetings without notice other than such resolution. Neither the business to be transacted at, nor the purpose(s) of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

(5) Waiver of Notice. A director may waive any notice required by these Bylaws at any time before or after the date and time stated in the notice. Except as otherwise provided below in this Section 4.7(5), such waiver must be signed by the director and filed with the minutes. The attendance of a director at or participation in a meeting shall constitute a waiver of notice of such meeting unless the director, at the beginning of the meeting, or promptly upon his arrival, objects to holding the meeting or transacting any business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

Section 3.8 Quorum and Voting.

(1) Quorum. Unless these Bylaws require a greater number a quorum of the Board of Directors consists of (a) *a majority of the fixed number of directors* if the association has a fixed board size or (b) a majority of the number of directors prescribed, or if no number is prescribed the number in office immediately before the meeting begins, if the corporation has a variable-range size board.

(2) Majority Vote. If a quorum is present when a vote is taken, the affirmative vote of the majority of the directors present shall be the act of the Board of Directors, unless these Bylaws require the vote of a greater number of directors.

Stephen's Gulch Homesteads Water Association

(3) Deemed Assent. A director of the association who is present at a meeting of the Board of Directors (or any committee thereof) at which action on any matter is taken is deemed to have assented to the action taken unless: he objects at the beginning of the meeting, or promptly upon his arrival, to holding it or transacting business at the meeting; his dissent or abstention from the action taken is entered in the minutes of the meeting; or he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the association immediately after the adjournment of the meeting. Such right to dissent is not available to a director who voted in favor of the action taken.

Section 3.9 Action Without a Meeting. Any action required to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each member of the Board of Directors or of the committee, as the case may be, and included in the minutes reflecting the action taken.

Section 3.10 Fees and Compensation. The *Board of Directors may fix the compensation of directors.*

Section 3.11 General Standards for Directors. A director shall discharge his duties as director, including his duties as a member of any committee of the Board of Directors on which he may serve, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the best interests of the corporation. In discharging his duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by:

(a) One (1) or more officers or employees of the association whom the director reasonably believes to be reliable and competent in the matters presented;

(b) Legal counsel, public accountants or other persons as to matters the director reasonably believes are within such person's professional or expert competence; or

(c) A committee of the Board of which he is not a member if the director reasonably believes the committee merits confidence.

Stephen's Gulch Homesteads Water Association

A director is not acting in good faith if he has knowledge concerning the matter in question that makes such reliance otherwise permitted by this Section 4.11 unwarranted.

Section 3.12 Committees.

(1) The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee must have two or more members, each of whom shall serve at the pleasure of the Board of Directors.

(2) The creation of, delegation of authority to, or action by a committee does not alone constitute compliance of a director with the standards of conduct described ~~Section 4.11~~ of these Bylaws.

ARTICLE IV

DIRECTOR CONFLICTS OF INTEREST

Section 4.1 Permissible Transactions. The association may enter into a director's conflict of interest transaction if either directors' action or shareholders' action respecting the transaction is taken at any time in compliance with Sections 5.2 or 5.3, respectively.

Section 4.2 Directors' Action.

(1) For purposes of Section 5.1, directors' action respecting a transaction is effective if the transaction received the affirmative vote of a majority, but no fewer than two (2), of those qualified directors on the Board of Directors or on a duly empowered committee of the Board who voted on the transaction after either required disclosure to them, to the extent the information was not known by them, or compliance with subsection (2) of this Section; provided that action by a committee is so effective only if:

(a) All its members are qualified directors; and

(b) Its members are either all the qualified directors on the Board or are appointed by the affirmative vote of a majority of the qualified directors on the Board.

(2) If a director has a conflicting interest respecting a transaction, but neither he nor a related person of the director is a party to the transaction, and if the director has a duty under law or professional canon, or a duty of confidentiality to another person, respecting information relating to the transaction such that the director may not make the disclosure, then disclosure is sufficient for purposes of subsection (1) of this Section if the director:

Stephen's Gulch Homesteads Water Association

(a) Discloses to the directors voting on the transaction on the existence and nature of his conflicting interest and informs them of the character and limitations imposed by that duty before their vote on the transaction, and

(b) Plays no part, directly or indirectly, in their deliberations or vote.

(3) A majority, but no fewer than two (2), of all the qualified directors on the Board of Directors, or on the committee, constitutes a quorum for purposes of action that complies with this Section. Directors' action that otherwise complies with this Section is not affected by the presence or vote of a director who is not a qualified director.

(4) For purposes of this Section, "qualified director" means, with respect to a director's conflicting interest transaction, any director who does not have either:

(a) A conflicting interest respecting the transaction, or

(b) A familial, financial, professional, or employment relationship with a second director who does have a conflicting interest respecting the transaction, which relationship would, in the circumstances, reasonably be expected to exert an influence on the first director's judgment when voting on the transaction.

Section 4.3 Shareholders' Action.

(1) For purposes of Section 5.1, shareholders' action respecting a transaction is effective if a majority of the votes entitled to be cast by the holders of all qualified shares were cast in favor of the transaction after:

(a) Notice to shareholders describing the director's conflicting interest transaction,

(b) Provision of the information referenced in subsection (4) of this Section, and

(c) Required disclosure to the shareholders who voted on the transaction, to the extent the information was not known by them.

(2) For purposes of this Section, "qualified shares" means any shares entitled to vote with respect to the director's conflicting interest transaction except shares that, to the knowledge, before the vote, of the secretary, or other officer or agent of the Association ~~corporation~~ authorized to tabulate votes, are beneficially owned, or the voting of which is controlled, by a director who has a conflicting interest respecting the transaction or by a related person of the director or both.

Stephen's Gulch Homesteads Water Association

(3) A majority of the votes entitled to be cast by the holders of all qualified shares constitutes a quorum for purposes of action that complies with this Section. Subject to the provisions of subsection (4) of this Section, shareholders' action that otherwise complies with this Section is not affected by the presence of holders, or the voting, of shares that are not qualified shares.

(4) For purposes of compliance with subsection (1) of this Section, a director who has a conflicting interest respecting the transaction shall, before the shareholders' vote, inform the secretary, or other office or agent of the corporation authorized to tabulate votes, of the number, and the identity of persons holding or controlling the vote, of all shares that the director knows are beneficially owned, or the voting of which is controlled, by the director or by a related person of the director or both.

ARTICLE V

OFFICERS

Section 5.1 Officers Designated. The *officers of the association consist of a president, a secretary and a treasurer, each of whom shall be appointed by the Board of Directors.* At a minimum the Board shall reelect a president each year, and have that *affirmed by shareholders at the annual meeting.* The Board of Directors or the President may appoint such other officers or assistant officers as may be deemed necessary or desirable. The same individual may simultaneously hold more than one office.

Section 5.2 Tenure and Duties of Officers.

(1) Term of Office. Each officer shall hold office at the pleasure of the Board of Directors or until death, resignation or removal. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

(2) The President. The president shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the association. The president will also serve as the *sub water master in the regulation, control and delivery of water rights.* If so authorized by the Board of Directors, he may appoint such other officers or assistant officers as he deems appropriate to the conduct of the association's business. He shall, when present, *preside at*

Stephen's Gulch Homesteads Water Association

all meetings of the shareholders and of the Board of Directors. He may sign, with the secretary or any other proper officer of the association thereunto authorized by the Board of Directors, certificates for shares of the association, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the association, or shall be required by law to be otherwise signed or executed; and in general the president shall perform all duties commonly incident to the office of president and a water master and such other duties as from time to time may be prescribed by the Board of Directors.

(3) The Vice President. In the absence of the president or in the event of his removal, resignation, death, or inability or refusal to act, the vice president (or in the event there is more than one vice president, the vice presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the president and, when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice president may sign, with the secretary or an assistant secretary, certificates for shares of the association; and the vice president shall perform other duties commonly incident to the office of vice president and such other duties as from time to time may be *assigned to him by the president or by the Board of Directors.*

(4) The Secretary. The secretary shall: (i) *attend all meetings and keep the minutes* of the meetings and other proceedings of the shareholders and of the Board of Directors in one or more books provided for that purpose; (ii) see that all *notices are duly given* in accordance with the provisions of these Bylaws or as required by law; (iii) be *custodian of and responsible for authentication of the association records*; (iv) keep a *register of the post office address of each shareholder* which shall be furnished to the secretary by such shareholder; (v) sign, with the president, or a vice president, certificates for shares of the association, the issuance of which shall have been authorized by resolution of the Board of Directors; (vi) have general *charge of the share transfer books* of the association; and (vii) in general perform all duties commonly incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

Stephen's Gulch Homesteads Water Association

(5) The Treasurer. The treasurer shall: (i) have charge and custody of and be responsible for all funds and securities of the association; (ii) *receive and give receipts for monies due and payable* to the association from any source whatsoever, and deposit all such monies in the name of the association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws; and (iii) in general perform all of the duties commonly incident to the office of treasurer and such *other duties as from time to time may be assigned to him by the president or by the Board of Directors*. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

(6) Assistant Secretaries and Assistant Treasurers. The assistant secretaries, when authorized by the Board of Directors, may sign with the president or a vice president certificates for shares of the association the issuance of which shall have been authorized by a resolution of the Board of Directors. The assistant treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The assistant secretaries and treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, or by the president or the Board of Directors.

Section 5.3 Resignations. Any officer may resign at any time by delivering written notice to the association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date, in which event the resignation shall become effective at such later time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective.

Section 5.4 Removal. The Board of Directors may remove any officer at any time without or without cause.

Section 5.5 Contract Rights. An officer's removal does not affect the officer's contract rights, if any, with the association. An officer's resignation does not affect the association's contracts, if any, with the officer.

Stephen's Gulch Homesteads Water Association

Section 5.6 Compensation. The compensation of the officers shall be fixed from time to time by the Board of Directors. No officer shall be prevented from receiving such compensation by reason of the fact that such officer is also a director of the association.

Section 5.7 Standards of Conduct.

(1) An officer with discretionary authority shall discharge his duties under that authority:

- (a) In good faith;
- (b) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
- (c) In a manner he reasonably believes to be in the best interests of the corporation.

(2) In discharging his duties an officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

- (a) One or more officers or employees of the association whom the officer reasonably believes to be reliable and competent in the matters presented; or
- (b) Legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

(3) An officer is not acting in good faith if he has knowledge concerning the matter in question that makes reliance otherwise permitted by subsection (2) of this Section unwarranted.

ARTICLE VI

SHARES OF STOCK AND OTHER SECURITIES

Section 6.1 Form and Execution of Certificates. *Certificates representing shares* of the association shall be in *such form as shall be determined by the Board of Directors* and unless specifically requested by a shareholder to be *retained by the association secretary*. At a minimum each certificate representing shares or fraction thereof must state on its face:

- (a) the name of the association and that it is organized under the law of the state of Idaho;

Stephen's Gulch Homesteads Water Association

(b) the name of the person to whom the certificate is issued; and (c) the number and class of shares and the certificate represents. Alternatively, each certificate may state conspicuously on its front or back that the association will furnish the shareholder this information on request in writing and without charge. Share certificates shall be signed by the president or a vice president and by the secretary or an assistant secretary. The signatures of such any officer upon a share certificate may be a facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate is nevertheless valid.

Section 6.2 Lost Certificates. The association may issue a new share certificate in place of any certificate theretofore issued by the association alleged to have been lost, stolen, destroyed or mutilated; and the association may require the owner of such lost, stolen destroyed or mutilated certificate, or his legal representative, to give the association a bond sufficient to indemnify it against any claim that may be made against the association on account of the alleged loss, theft, destruction or mutilation of any such certificate or the issuance of such new certificate.

Section 6.3 Transfers. Each share certificate shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the association. All certificates surrendered to the association for transfer shall be cancelled; and, except as provided in Section 7.2 or as authorized by the Board of Directors, no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled. Transfer of record of shares of stock of the association shall be made only on the stock transfer books of the association by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the association, and on surrender for cancellation of a properly endorsed certificate or certificates for a like number of shares. *The transfer of Water Shares evidenced by a Quit Claim or Warranty deed will serve as proper authorization to transfer.*

Stephen's Gulch Homesteads Water Association

Section 6.4 Fixing Record Dates. In order that the association may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of shares, or to demand a special meeting, or to take any other action, the Board of Directors may fix a future date as a record date. A record date may not be more than seventy (70) days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting, unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

Section 6.5 Issuance, Transfer and Registration of Shares.

(1) The Board of Directors may make such rules and regulations, not inconsistent with law or with these Bylaws, as it may deem advisable concerning the issuance, transfer and registration of certificates for shares of the association. ~~The Board of Directors may appoint a transfer agent or registrar of transfers, or both, and may require all certificates for shares of the association to bear the signature of either or both.~~

Section 6.6 Registered Shareholders. The association shall be entitled to recognize the *exclusive right of a person duly registered in its books as the owner of its shares* and to vote as such owner, to receive notice, and for all other purposes incident to ownership of such shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by Idaho law.

(1) **Water Right Shares.** Shares in the association are based upon the apportioned SUBSCRIBED water right to the lot. One (1) share is equal to one (1) irrigated acre. The Water Rights of the association are detailed in item (2) below.

(2) **Water Rights.** Water rights are allocated based upon CFS, and a CFS

Stephen's Gulch Homesteads Water Association

equates to 50 Miner Inches, and 1 MI is equal to 9 GPM. The water rights are as follows:

Right 72-16721	1910	.09cfs	4.5MI
Right 72-16723	1917	.24cfs	12 MI
Right 72-16725	1879	.27cfs	13.5 MI
Right 72-16888	1910	.24cfs	12 MI
Right 72-16889	1917	.66cfs	33 MI
Right 72-16890	1879	.75cfs	37.5 MI

<u>PRIORITY</u>	<u>DATE</u>	<u>RATE CFS</u>	<u>RATE/MIN.INCH</u>
1.	04-01-1910	.24	12.0
2.	94-15-1912	.30	15.0
3.	12-15-1917	.66	33.0
4.	05-01-1879	1.01	50.5

(3) Shares per lot. The shares allocated per lot are one share per acre of subscribed water as designated in EXHIBIT A and as recorded in the shareholder records of the association, see Article VI. ~~Unsubscribed shares remain the ownership of Stephen's Gulch LLC.~~ Voting rights and prorata share of assessments shall be in accordance with section 3.9.

ARTICLE VII

IRRIGATION SYSTEM

Section 7.1 Water Delivery System. Water will be delivered through a flood irrigation system [Homesteads1 – 10] and a pressurized pipeline [homesteads 12-28]

a.) Lots 1-8: An existing flood ditch runs through the middle of these Homesteads. At intervals along the ditch there are diversion gates that feed sub ditches for the distribution of water. In a flood arrangement the water is shared allowing a user or connected users to use a majority of the water, 'sufficient head' for adequate coverage. A flood schedule provides for days of use by each user. This is the responsibility of the users within the ditch.

b.) Lots 9, 10, &11: Use of water can be either through the existing

Stephen's Gulch Homesteads Water Association

flood ditch [Leroys Ditch] as detailed in a. above or by applying for a change in the point of diversion and withdrawing from SGWA. If flood irrigated, then these lots will share in the distribution method described above.

b.) Lots 12-28: These lots are fed using a pressurized pipeline with the pump located in the ditch near Homestead #7. The maintenance and cost of operating the system will be apportioned by the users based on ownership [see ownership description below].

Section 7.2 Subscribed Water. Subscribed water are the rights/shares allocated to each lot. Homesteads 1-10 have dedicated [subscribed] water to all lots. Water for lots 12-28 are based on the shares as subscribed.

- (1) **Pipeline:** The pipeline will be the property of the water users that have subscribed water. Maintenance of the pipeline including all utility costs be shared proportionally among the users including the unsubscribed shares.
- (2) **Water Sharing :** Said water may be used by other users at the discretion of the Association, so long as there is an agreement on the sharing of operating costs.

Section 7.3 Conveyance Rights. The shareholders of the Stephen's Gulch Water Association have a description conveyance right across private properties from the Point of Diversion [POD] to point of delivery. The conveyance right applies to the Pipeline which has a 'descriptive easement' one rod (16.5lf).

ARTICLE VIII

EXECUTION OF ASSOCIATION INSTRUMENTS

Section 8.1 Execution of Association Instruments. The Board of Directors may, in its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute on behalf of the association any instrument or document, or to sign the association name on behalf of the association, or to enter into contracts on behalf of

Stephen's Gulch Homesteads Water Association

the association, except where otherwise provided by law or these Bylaws; and such execution or signature shall be binding upon the association. Authorization granted to any person hereunder may be general or confined to specific instances.

Section 8.2 Loans. No loan shall be contracted on behalf of the association and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

Section 8.3 Deposits and Checks. All funds of the association not otherwise employed shall be deposited from time to time to the credit of the association in such banks, trust companies, securities brokerage firms or other depositories as the Board of Directors may select. All checks and drafts drawn on banks or other depositories on funds to the credit of the association or in special accounts of the association shall be signed by such person or persons as the Board of Directors shall authorize to do so. Such authorization may be general or confined to specific instances.

ARTICLE IX

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 9.1 Scope of Indemnification. The association shall indemnify and advance funds to or on behalf of the directors and officers of the association to the fullest extent permitted, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the association to provide broader indemnification rights).

Section 9.2 Mandatory Indemnification of Directors. The association shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he was a director of the association against reasonable expenses incurred by him in connection with the proceeding.

Section 9.3 Insurance. The association may purchase and maintain insurance on

Stephen's Gulch Homesteads Water Association

behalf of an individual who is a director or officer of the association, or who, while a director or officer of the association, serves at the association's request as a director, officer, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by him in that capacity or arising from his status as a director or officer, whether or not the association would have power to indemnify or advance expenses to him against such liability.

Section 9.4 Amendments. Any repeal or modification of this Article IX shall only be prospective and shall not affect the rights under this Article IX in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any director or officer.

Section 9.5 Saving Clause. If this Article IX of these Bylaws or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the association shall nevertheless indemnify each director and may nevertheless indemnify each officer to the full extent permitted by any applicable portion of this Article IX that shall not have been invalidated, or by any other applicable law.

ARTICLE X

NOTICES

Section 10.1 Methods of Notice. Any notice under these Bylaws must be in writing unless oral notice is reasonable under circumstances. Notice by electronic transmission is written notice.

Section 10.2 Notice to Association. Written notice to the association may be addressed to its registered agent at its registered office or to the association or its secretary at its principal office shown in its most recent annual report filed with the Idaho Secretary of

Stephen's Gulch Homesteads Water Association

State.

ARTICLE XI
RECORDS AND REPORTS

Section 11.1 Association Records.

(1) The association shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the association.

(2) The association shall maintain appropriate accounting records.

(3) The association or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each.

Section 11.2 Inspection of Records by Shareholders. In addition to the rights of a shareholder under Section 3.11 of these Bylaws:

(1) A shareholder of the association is entitled to inspect and copy, during regular business hours at the association's principal office, any of the records of the association described in Section 13.1(5), if he gives the association written notice of his demand at least five (5) business days before the date on which he wishes to inspect and copy.

(2) A shareholder of the association is entitled to inspect and copy, during regular business hours at a reasonable location specified by the association, any of the following records of the association if the shareholder meets the requirements of subsection (3) of this Section and gives the association written notice of his demand at least five (5) days before the date on which he wishes to inspect and copy:

(a) Excerpts from minutes of any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the association, minutes of any meeting of the

Stephen's Gulch Homesteads Water Association

shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under Section 13.1;

- (b) Accounting records of the association; and
- (c) The record of shareholders.

(3) A shareholder may inspect and copy the records described in subsection (2) of this Section only if:

- (a) He has been a holder of record of shares or of voting trust certificates for at least six (6) months immediately preceding his demand;
- (b) His demand is made in good faith and for a proper purpose;
- (c) He describes with reasonable particularity his purpose and the records he desires to inspect; and
- (d) The records are directly connected with his purpose.

(4) For purposes of this Section, "shareholder" includes a beneficial owner whose shares are held in a voting trust or by a nominee on his behalf.

Section 11.3 Financial Statements to Shareholders.

(1) The association upon written shareholder request shall furnish its shareholders annual financial statements or, if annual financial statements are not available, other appropriate accounting records, which may be consolidated or combined statements of the association and one or more of its subsidiaries, as appropriate, that include a balance sheet as of the end of the fiscal year, and an income statement for that year. If financial statements are prepared for the association on the basis of generally accepted accounting principles, the annual financial statements must also be prepared on that basis.

(2) If any financial statements furnished pursuant to subsection (1) of this Section are reported upon by a public accountant, his report must accompany them. If not, the statements must be accompanied by a statement of the president or the person responsible for the association's accounting records:

- (a) Stating his reasonable belief whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis of preparation; and
- (b) Describing any respects in which the statements were not prepared on a

Stephen's Gulch Homesteads Water Association

basis of accounting consistent with the statements prepared for the preceding year.

ARTICLE XII ASSESSMENTS

Each shareholder's shares in the association are subject to assessment for payment of association expenses in the event the expenses of the association exceed income of the association, regardless of whether the expenses are for operating costs or for capital expenditures or capital improvements to the association's assets and property.

In the event the Board of Directors shall determine that association expenses have or will exceed income, the *Board of Directors shall by properly enacted resolution establish the assessments to be levied on a per-share basis from time to time as needed.* Assessments shall be paid at the times and in the amounts specified by the Board of Directors. *Unpaid assessments shall accrue interest at 12% per annum from and after the date due.*

The Board of Directors shall have the right and ability to revoke or forfeit any shares for non-payment of assessments levied, including interest accrued. The Board of Directors by resolution properly adopted shall notify the shareholder of delinquent amounts due, by mail or electronic transmission, which notice shall give the owner or holder of the subject shares thirty (30) days to cure the delinquency. The owner or holder of the subject shares shall then have thirty (30) days to cure the delinquency owed. In the event the owner or holder of the shares does not cure the delinquency within the time period allowed, then the subject shares shall be revoked, along with the rights to any use of water. The revocation of shares and loss of water shall be effective whether or not the subject shares are surrendered and the association books shall show the revocation of such shares and water rights accordingly.

ARTICLE XIII GENERAL PROVISIONS

Stephen's Gulch Homesteads Water Association

Section 13.1 Amendment by Board of Directors or Shareholders.

(1) The *Board of Directors may amend or repeal these Bylaws unless:*

- (a) Expressly reserved by majority vote of shareholders that this power is exclusively to the shareholders in whole or part, or
- (b) The shareholders in amending or repealing a particular Bylaw provide expressly that the Board of Directors may not amend or repeal that Bylaw.

(2) The shareholders may amend or repeal these Bylaws even though the Bylaws may also be amended or repealed by the Board of Directors.

Section 13.2 Interpretation; Severability. These Bylaws may contain any provision for managing the business and regulating the affairs of the association that is not inconsistent with law. In the event any provision of these Bylaws is inconsistent with law or, such law shall govern. *If any one or more of the provisions contained in these Bylaws, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.* (Idaho Code §§30-1-206(2); 30-1-302(3)).

Section 13.3 Fiscal Year. The fiscal year of the corporation shall begin on the 1st day of January and end on the 31st day of December in each year.

The foregoing Bylaws of STEPHENS GULCH HOMESTEADS WATER ASSOCIATION. were amended by the Board of Directors and Shareholders of the association effective on the 7th day of April, 2024.

Stephen's Gulch Homesteads Water Association

Secretary

X Rhaine Franks
Rhaine Franks

Approved April 7, 2024
with two board votes
of yes.

RAF dated 4/30/24
officially

Page 1 of 3

FLOOD WATER USERS	23.4	44.7	Lot #11: (13.02) + 31.91 + 18.80 DUE	31.91
PUMP WATER USERS	33.90	64.7		1414.87
	57.3	109		



THE JEFFERSON
STAR

THE CHALLIS
Messenger

ADVERTISING INVOICE

APG West Payment
Processing
PO Box 1570
Pocatello, ID 83204
Ph. (208) 542-6712

BILLING DATE: ACCOUNT NO:

02/26/26

12622

Denise Maline
IDWR SOUTHERN REGION TWIN FALLS
650 ADDISON AVE W STE 500
TWIN FALLS, ID 83301

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
721085	NOTICE OF PROPOSED C	03/05/26	03/12/26	4	\$93.35

Transfer No. 89483

Confirmation of legal notice from Challis Messenger 2-26-2026

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount
------	--------	-----------	---------------	-------	--------

Discount:	\$0.00
Surcharge:	\$0.00
Credits:	\$0.00

Gross: **\$93.35**
Paid Amount: **\$0.00**

Amount Due: **\$93.35**

We Appreciate Your Business!

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 89483**

STEPHENS GULCH HOMESTEADS WATER ASSN, PO BOX 10, CHALLIS, ID 83226-0010 has filed Application No. 89483 for changes to the following water rights within CUSTER County(s): Right No(s). 72-16677, 72-16888, 72-16889, 72-16890, 72-16893, 72-16895; 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 proposes combining six Challis Creek irrigation rights (combined total 2.21 cfs) to create a 230.4 acre permissible place of use (PPU). Irrigation will be limited to 57.3 acres within the PPU. No changes are proposed for the Challis Creek points of diversion. Current place of use and proposed PPU are located approximately 4.3 to 5.0 miles north and 0.9 to 1.5 miles east of the intersection of Main St. and Hwy 93 in Challis in the Stephens Gulch Homestead Sub-division.

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 **March 23, 2026**. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER
Director

Published: March 5, 12, 2026 (CM12622-721085)





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

February 26, 2026

STEPHENS GULCH HOMESTEADS WATER ASSN
PO BOX 10
CHALLIS, ID 83226-0010

RE: Transfer No. 89483

Water Right No(s). 72-16677, 72-16888, 72-16889, 72-16890, 72-16893, 72-16895

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 **CHALLIS MESSENGER on 3/5/2026 and 3/12/2026**. 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 **March 23, 2026**.

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: HDR Inc.



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

February 26, 2026

DAVID PHILPS
WATER DISTRICT 72A
PO BOX 910
CHALLIS ID 83226-0910

Re: Transfer No. 89483 (Stephens Gulch Homesteads Water Assn)
Water Right No(s). 72-16677, 72-16888, 72-16889, 72-16890, 72-16893 & 72-16895

Dear David:

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 and associated documents 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: Thursday, February 26, 2026 11:08 AM
To: Challis Messenger
Subject: LEGAL NOTICE - Transfer No. 89483
Attachments: Challis Messenger cover letter.docx; Challis Messenger ad.docx

Good morning,

Attached please find **(1)** legal notice being submitted for publication in the *Challis Messenger* on March 5th & 12th, 2026 under IDWR account number 12622. Please let me know if there are any questions or if you are not able to run the ad on the dates requested.

Thank you in advance,

Denise Maline, IDWR Twin Falls

Thank you,



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

February 26, 2026

LEGAL NOTICE DEPARTMENT

CHALLIS MESSENGER

PO BOX 405

CHALLIS, ID 83226-0405

RE: Transfer No. 89483

Water Right No(s). 72-16677, 72-16888, 72-16889, 72-16890, 72-16893, 72-16895

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 **March 23, 2026**. Your cooperation is appreciated.

Sincerely,

Denise Maline

Denise Maline

Administrative Assistant

Enclosure(s)

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 89483**

STEPHENS GULCH HOMESTEADS WATER ASSN, PO BOX 10, CHALLIS, ID 83226-0010 has filed Application No. 89483 for changes to the following water rights within CUSTER County(s): Right No(s). 72-16677, 72-16888, 72-16889, 72-16890, 72-16893, 72-16895; 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 proposes combining six Challis Creek irrigation rights (combined total 2.21 cfs) to create a 230.4 acre permissible place of use (PPU). Irrigation will be limited to 57.3 acres within the PPU. No changes are proposed for the Challis Creek points of diversion. Current place of use and proposed PPU are located approximately 4.3 to 5.0 miles north and 0.9 to 1.5 miles east of the intersection of Main St. and Hwy 93 in Challis in the Stephens Gulch Homestead Subdivision.

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 **March 23, 2026**. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director
Published on March 5th & 12th, 2026

MEMORANDUM

Date: February 24, 2026

To: Transfer 89483

From: William Mills

Re: Transfer Proposal

Application proposes combining six Challis Creek irrigation rights (combined total 2.21 cfs) to create a 230.4 acre permissible place of use (PPU). Irrigation will be limited to 57.3 acres within the PPU. No changes are proposed for the Challis Creek points of diversion. Current place of use and proposed PPU are located approximately 4.3 to 5.0 miles north and 0.9 to 1.5 miles east of the intersection of Main St. and Hwy 93 in Challis in the Stephens Gulch Homestead Subdivision.

All PODs, current and proposed place of use are located in Water District 72A and Watermaster comments will be solicited.

M E M O R A N D U M

Date: February 24, 2026
To: Transfer 89483
From: Bill Mills
Re: Fee Evaluation

Filing fees charged for transfer application #89483 were based on the current transfer fee schedule and included \$660.00 for the 2.21 cfs being transferred in the application and included an additional \$50.00 for change of ownership for two water rights in the transfer application. Total fee paid is \$710.00 (Receipt No.C118376).

Skinner, Corey

From: STephen Bauchman <sbauchman@challiscrk.com>
Sent: Saturday, May 31, 2025 2:29 PM
To: Mills, Bill; Skinner, Corey
Subject: Re: Maps
Attachments: Stephens Gulch Homestead Maps.pdf

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.

Gentlemen:

We have sent acknowledgment paperwork to the owners of Lot 22, 23, 24, & 26 and given them 10 days in which to respond to the positive. These notices were mailed out on May 27th, therefore we will be looking for responses via email by June 7th.

This shall also confirm that Lot 3 is EXCLUDED from PPU map. Their water rights are allocated to the land.

Also confirm IF you don't have the releases from the rest of the lots.

STephen Bauchman
sbauchman@challiscrk.com
P.O. Box 10
Challis, Idaho 83226

On May 27, 2025, at 9:32 AM, Mills, Bill <Bill.Mills@idwr.idaho.gov> wrote:

Stephen,
Here are the maps from the transfer application. Let us know if you need anything else,
Sincerely,



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

Skinner, Corey

From: Stephen Bauchman <sbauchman@challiscrk.com>
Sent: Tuesday, May 27, 2025 10:57 AM
To: Mills, Bill
Cc: Skinner, Corey
Subject: Re: Maps: PPU STephns Gulch Water Association
Attachments: PPU Map w MOA 5-27-25.pdf; Stephens Gulch Homestead Maps.pdf

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.

Mr. Mills:

Attached is a highlighted map of the current PPU, indicating the 4 lots that need an acknowledgement of inclusion and the exclusion of Lot 3 that has a seperate water right.
This affirms the conversation with Mr. Skinner of last week.

Stephen Bauchman
sbauchman@challiscrk.com
P.O. Box 10
Challis, Idaho 83226

On May 27, 2025, at 9:32 AM, Mills, Bill <Bill.Mills@idwr.idaho.gov> wrote:

Stephen,
Here are the maps from the transfer application. Let us know if you need anything else,
Sincerely,



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

Excluded, upper limb H₂O

Excluded, upper limb H₂O

LEGEND

 Stephens Gulch Homestead Lots

 Proposed PPU - 238 acres

Current Places of Use

Water Right

72-16677- SGWA

72-16888 - SGWA

72-16889 - SGWA

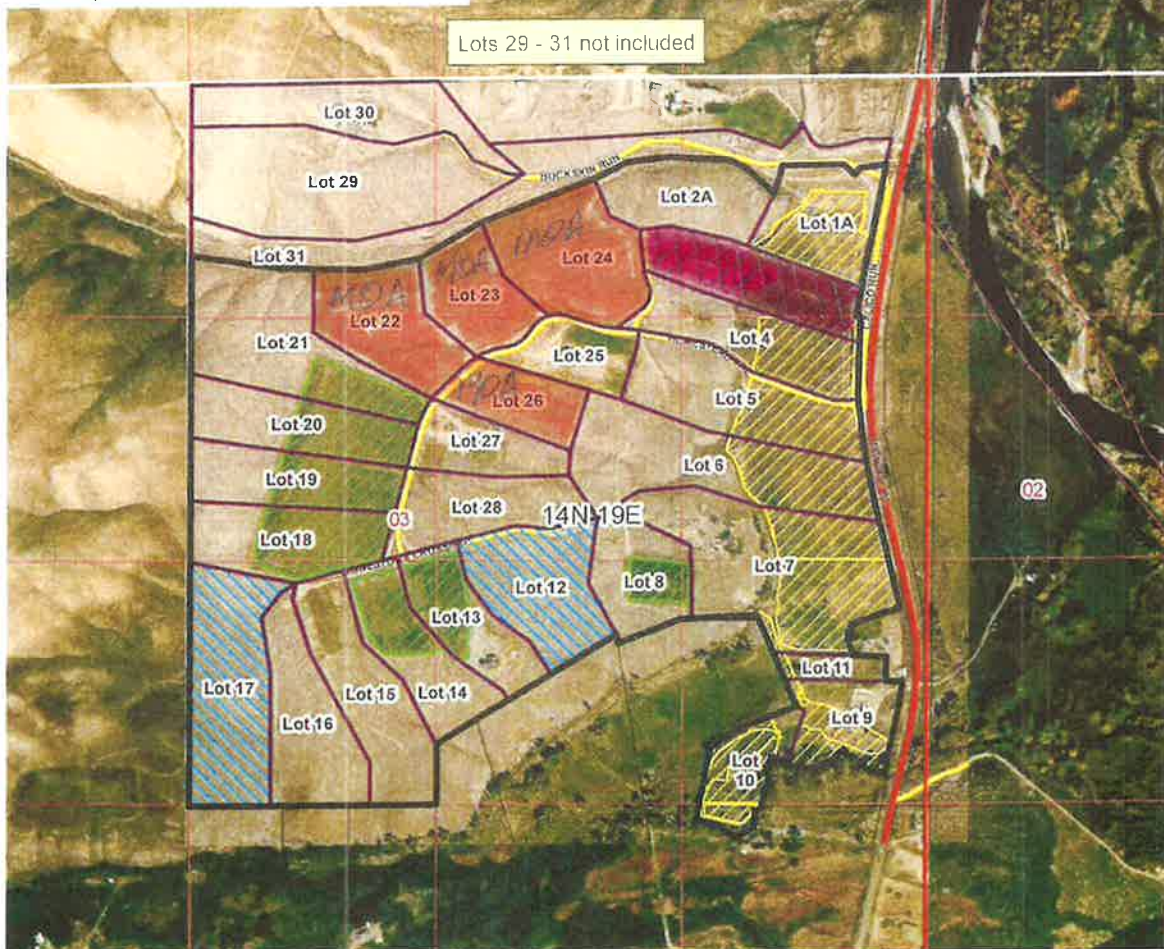
72-16890 - SGWA

 72-16893 - Bauchman (as transferred)

72-16895 - Bauchman (as transferred)

 72-16893, 72-16895 acres developed post transfer

Lots 29 - 31 not included



ATTACHMENT 7A - 7B

STEPHENS GULCH WATER ASSOCIATION

TRANSFER MAP

PATH: I:\PROJECTS\THUILD\PROJECTS\PROJECTS\BAJCHAN, STEVE\0000131818\TASK 1 STEPHENS DULCHHOJ CONSULTING\PROJECTS\ARCHMAP_PROJECTS\THUILD\KFM\KFM\FA TO MAD - USER LOGS\VES - DATE 4/1/2024 PROJECT #10330845

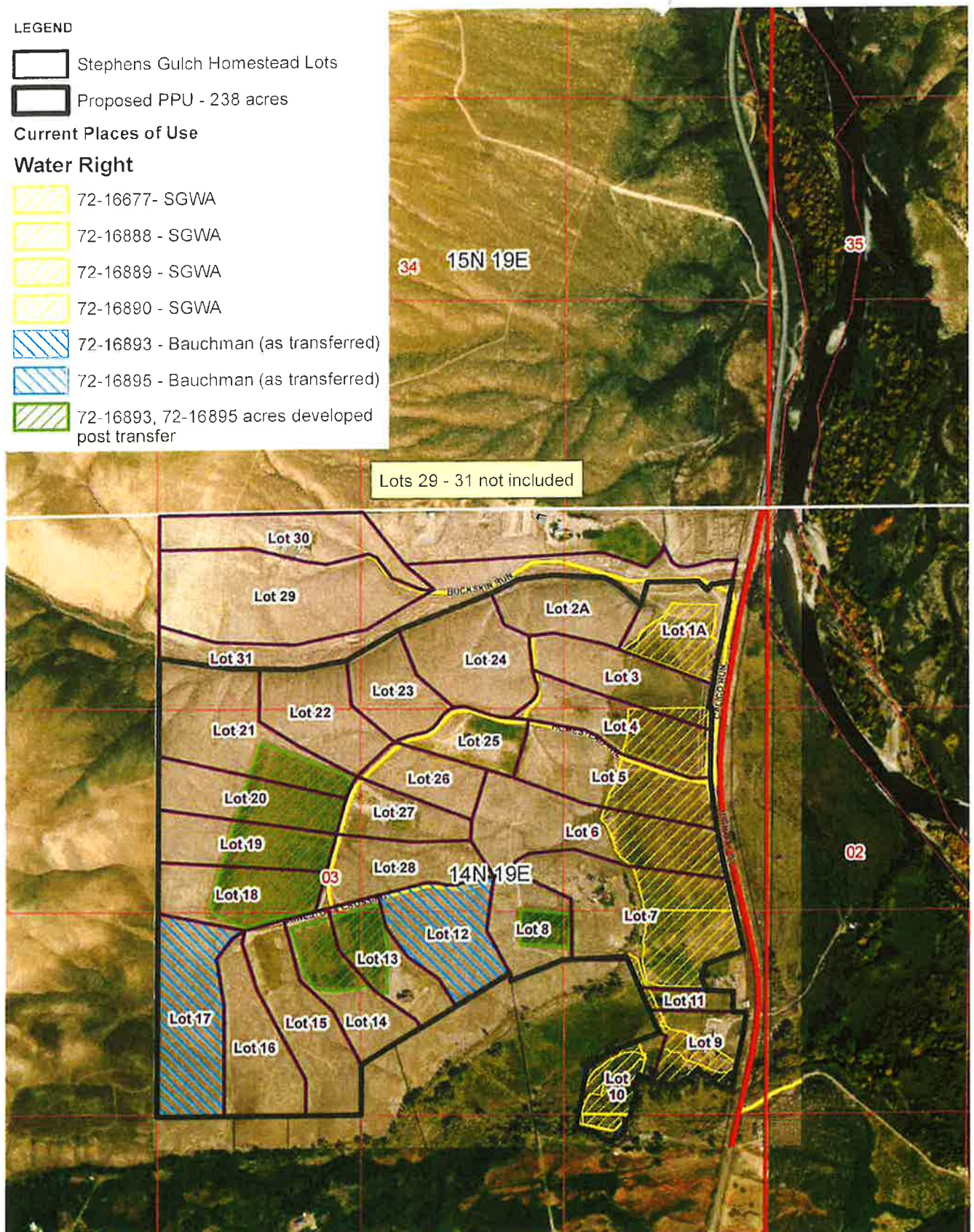
LEGEND

-  Stephens Gulch Homestead Lots
-  Proposed PPU - 238 acres

Current Places of Use

Water Right

-  72-16677- SGWA
-  72-16888 - SGWA
-  72-16889 - SGWA
-  72-16890 - SGWA
-  72-16893 - Bauchman (as transferred)
-  72-16895 - Bauchman (as transferred)
-  72-16893, 72-16895 acres developed post transfer





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

April 18, 2025

Stephens Gulch Homesteads Water Association
PO Box 10
Challis, ID 83226

RE: Application for Transfer # 89483

Dear Applicants:

On May 30, 2024, the Department received an application for transfer submitted in the name of Stephens Gulch Homestead Water Users Association. The transfer application is seeking to create a 238-acre permissible place of use (PPU) for the applicant's water rights and water rights 72-16893 & 72-16895, which are to be assigned to the applicant through the transfer process. Review of the application, associated documentation, and the proposed PPU indicate that additional documentation will be required to process the application as submitted. More specifically, the current 175.7 acre PPU for water rights 72-16893 & 72-16895 includes multiple lots within the same subdivision. Quitclaims conveying ownership and interest in water rights 72-16893 & 72-16895 to the applicants were provided for a portion of the lots within the subdivision but not all of the lots within the existing PPU. Additional quitclaims or other conveyance documents from owners of lots 1, 2, 4, 5, 6, 9, 10, 12, 15, 16, 17 & 25 granting ownership of water rights 72-16893 & 72-16895 to the applicants are required to demonstrate that the applicants have the authority to file the transfer.

Between 6/5/2024 to 12/2/2024 multiple emails were sent and phone conversations took place discussing the aforementioned issue with your representatives at HDR Inc. Additionally, after HDR staff had the opportunity to discuss this issue with your legal counsel, a Microsoft Teams meeting was held on 6/26/2024 with HDR and IDWR staff seeking to resolve the issues preventing processing of this application. Also, in a phone conversation with an HDR representative in late 2024, the issue was discussed again with IDWR staff suggesting withdrawal of the transfer as a possible path to resolve the authority to file issue currently preventing further processing of this transfer application. The overall point here being that IDWR staff have discussed the issue preventing processing of this transfer application with your representatives at HDR Inc. on multiple occasions and to date, no additional documentation has been received by IDWR.

The Department will hold further processing of your application for 30 days in order for you to submit additional documentation indicating that you have the authority to file the transfer application. After that time, if all the required documentation is not received, the Department will issue a preliminary order to reject the application. As an alternative, you may formally withdraw pending transfer #89483 by signing the enclosed form and returning it to our office. If a written request for a refund is submitted with the withdrawal form, a full refund of the filing fees (\$710.00, Receipt C118376) can be processed.

If you have questions feel free to contact me or Corey Skinner at your convenience,

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Mills", is written over the printed name.

Bill Mills
Sr Water Resource Agent
IDWR Southern Region

c: HDR Inc. (w/o enclosure)

Mills, Bill

From: Graves, Lori <Lori.Graves@hdrinc.com>
Sent: Wednesday, June 5, 2024 9:03 AM
To: Mills, Bill
Subject: RE: Transfer Application for Stephens Gulch Homesteads Water User Assn

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

Hi Bill,

Can you hold the transfer? We are setting up a meeting with the client and his legal council, but are having to juggle vacations.

Lori Graves, Sr. Water Rights Specialist
D 208.872 9519 M 208 850.4601

hdrinc.com/follow-us

From: Mills, Bill <Bill.Mills@idwr.idaho.gov>
Sent: Tuesday, June 4, 2024 2:47 PM
To: Graves, Lori <Lori.Graves@hdrinc.com>
Subject: Transfer Application for Stephens Gulch Homesteads Water User Assn

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Hi Lori,

I have been assigned the Stephens Gulch Homesteads Water Association application for transfer. After my initial review and going over the application with Corey, it appears there are ownership/authority to file issues that would likely result in the application being rejected should we move forward with the application as submitted.

Water rights 72-16893 & 72-16895 will need additional supporting documentation in order to change current ownership from Stephen & Lyndella Bauchman to Stephens Gulch Homesteads Water Assn. The provided quitclaim for Lot 13 listing Bauchman Family Trust as the lot owner and Stephen as the trustee, might work with the submittal of a complete chain of title for the property that leads back to Stephen and Lyndella as owners of the lot (if there is such a chain of title). It might just be easier if Stephen and Lyndella provide a conveyance document transferring ownership of the water rights to the Assn.

Another issue is providing evidence that all the lot owners that currently own lots within the 175.7 acre Permissible Place of Use established under transfer #78049 (2012) have no ownership or interest in water rights 72-16893 & 72-16895. We currently have the provided quitclaims for lots 8A, 13, 14, 18, 19, 20 & 21. However, nothing was provided for

Lots 1, 2, 4, 5, 6, 7, 9, 10, 11?, 12, 15, 16, 17 & 25 as indicated in the attached PPU map from transfer #78049. Either evidence that the lots were sold dry or quitclaims for water rights 72-16893 & 72-16895 will need to be provided.

So, I'll put this back on you and the applicant, should we proceed with processing the transfer and request you and/or the applicant submit the needed additional documentation prior to approval; or withdraw the transfer as submitted and give the applicant more time to provide the additional documentation required to submit a potentially approvable transfer application?

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

Mills, Bill

From: Graves, Lori <Lori.Graves@hdrinc.com>
Sent: Wednesday, June 26, 2024 9:19 AM
To: Mills, Bill
Cc: King, Scott
Subject: Stephens Gulch Transfer App
Attachments: Bauchman #13 - SGWA Quit Claim Filed 6-25-24.pdf

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Scott King and I would like to have a Teams meeting with you to discuss your second request item. Please let me know if I should include Corey on the meeting invite since he is familiar with the history of the subject water rights?

Lori Graves, Sr. Water Rights Specialist
D 208.872.9519 M 208.850.4601

hdrinc.com/follow-us

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D 208.872.9519 M 208.850.4601

hdrinc.com/follow-us

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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

Mills, Bill

From: Graves, Lori <Lori.Graves@hdrinc.com>
Sent: Wednesday, June 26, 2024 9:26 AM
To: Mills, Bill
Subject: RE: Stephens Gulch Transfer App

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D 208.872.9519 M 208.850.4601

hdrinc.com/follow-us

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Sent: Wednesday, June 26, 2024 9:24 AM
To: Graves, Lori <Lori.Graves@hdrinc.com>
Cc: Skinner, Corey <Corey.Skinner@idwr.idaho.gov>
Subject: RE: Stephens Gulch Transfer App

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Yes,
Corey needs to be included.
Thanks,
Bill

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Sent: Wednesday, June 26, 2024 9:19 AM
To: Mills, Bill <Bill.Mills@idwr.idaho.gov>
Cc: King, Scott <Scott.King@hdrinc.com>
Subject: Stephens Gulch Transfer App

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D 208.872.9519 M 208.850.4601

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Thanks,



Bill Mills

Sr Water Resource Agent

Idaho Dept. of Water Resources, Southern Region

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Twin Falls ID 83301-5858

(208) 736-3033

bill.mills@idwr.idaho.gov

Mills, Bill

From: Graves, Lori <Lori.Graves@hdrinc.com>
Sent: Wednesday, June 26, 2024 9:38 AM
To: Mills, Bill
Subject: RE: Stephens Gulch Transfer App

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Great. Thanks Bill.

Lori Graves, Sr. Water Rights Specialist
D 208.872.9519 M 208.850.4601

hdrinc.com/follow-us

From: Mills, Bill <Bill.Mills@idwr.idaho.gov>
Sent: Wednesday, June 26, 2024 9:34 AM
To: Graves, Lori <Lori.Graves@hdrinc.com>
Subject: RE: Stephens Gulch Transfer App

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We have an all staff meeting this morning and Corey says he'll look at times "in a bit", so it will likely be a little later today before we can get back to you on this,
Bill

From: Graves, Lori <Lori.Graves@hdrinc.com>
Sent: Wednesday, June 26, 2024 9:26 AM
To: Mills, Bill <Bill.Mills@idwr.idaho.gov>
Subject: RE: Stephens Gulch Transfer App

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D 208.872.9519 M 208.850.4601

hdrinc.com/follow-us

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Sent: Wednesday, June 26, 2024 9:24 AM
To: Graves, Lori <Lori.Graves@hdrinc.com>
Cc: Skinner, Corey <Corey.Skinner@idwr.idaho.gov>
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Hi Lori,

I have been assigned the Stephens Gulch Homesteads Water Association application for transfer. After my initial review and going over the application with Corey, it appears there are ownership/authority to file issues that would likely result in the application being rejected should we move forward with the application as submitted.

Water rights 72-16893 & 72-16895 will need additional supporting documentation in order to change current ownership from Stephen & Lyndella Bauchman to Stephens Gulch Homesteads Water Assn. The provided quitclaim for Lot 13 listing Bauchman Family Trust as the lot owner and Stephen as the trustee, might work with the submittal of a complete chain of title for the property that leads back to Stephen and Lyndella as owners of the lot (if there is such a chain of title). It might just be easier if Stephen and Lyndella provide a conveyance document transferring ownership of the water rights to the Assn.

Another issue is providing evidence that all the lot owners that currently own lots within the 175.7 acre Permissible Place of Use established under transfer #78049 (2012) have no ownership or interest in water rights 72-16893 & 72-16895. We currently have the provided quitclaims for lots 8A, 13, 14, 18, 19, 20 & 21. However, nothing was provided for Lots 1, 2, 4, 5, 6, 7, 9, 10, 11?, 12, 15, 16, 17 & 25 as indicated in the attached PPU map from transfer #78049. Either evidence that the lots were sold dry or quitclaims for water rights 72-16893 & 72-16895 will need to be provided.

So, I'll put this back on you and the applicant, should we proceed with processing the transfer and request you and/or the applicant submit the needed additional documentation prior to approval; or withdraw the transfer as submitted and give the applicant more time to provide the additional documentation required to submit a potentially approvable transfer application?

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

Mills, Bill

From: Graves, Lori <Lori.Graves@hdrinc.com>
Sent: Thursday, July 11, 2024 11:17 AM
To: Skinner, Corey
Cc: Mills, Bill
Subject: RE: Conversation with Garrick

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Thanks Corey. We'll discuss with the Stephen and his attorney and get back to you. Please continue to hold the transfer. Thanks again.

Lori Graves, Sr. Water Rights Specialist
D 208 872.9519 M 208 850.4601

hdrinc.com/follow-us

From: Skinner, Corey <Corey.Skinner@idwr.idaho.gov>
Sent: Wednesday, July 10, 2024 2:40 PM
To: Graves, Lori <Lori.Graves@hdrinc.com>
Cc: Mills, Bill <Bill.Mills@idwr.idaho.gov>
Subject: Conversation with Garrick

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Lori,

Bill and I had a chance to visit with Garrick as a follow up to our conversation the other day relating to the Stephens Gulch Water Users Association transfer. Garrick confirmed our positions we took the other day during our conversation. As always, if there is specific language in deeds indicating otherwise, we may end up in another place.

Let me know if you need anything else,

Corey



RECEIVED

MAY 24 2024

DEPT. OF WATER RESOURCES

May 24, 2024

RECEIVED

MAY 30 2024

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Corey Skinner
IDWR Southern Region Office
650 Addison Ave W, Ste 500
Twin Falls, ID 83301-5858

Subject: Application for Transfer – Stephens Gulch Homesteads Water Association

Dear Corey,

Enclosed on behalf of Stephens Gulch Homesteads Water Association, is an *Application for Transfer* proposing a permissible place of use for applicant's water rights and water rights 72-16893 & 72-16895 being assigned to the applicant for irrigation of 57.3 total acres. A 206 map has been provided. See Part 1A.3 for additional information. Stephen Bauchman, President of the association, signed the application. The \$660 filing fee along with \$50 to change ownership of water rights 72-16893 & 72-16895 are being paid with a credit card upon submittal.

Thank you very much for your consideration and assistance in this matter. Please call me if you have any questions.

Sincerely,

HDR Engineering, Inc.

Lori Graves

Lori Graves
Sr. Water Rights Specialist

Cc via email: Stephen Bauchman, Rhaine Franks

Enclosers: transfer application

hdrinc.com

HDR | SPF, 300 E. Mallard Dr., Suite 350, Boise, ID 83706
(208) 872-9500