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DEPARTMENT OF  
WATER RESOURCES

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*Attorneys for Juniper Station Farm, LLC*

BEFORE THE DEPARTMENT OF WATER RESOURCES  
OF THE STATE OF IDAHO

IN THE MATTER OF PERMITS 61-12096 IN  
THE NAME OF BOWNS CREEK  
PROPERTIES LLC, 63-32499 IN THE NAME  
OF MAYFIELD TOWNSITE LLC, AND 63-  
35473 IN THE NAME OF MAYFIELD  
RANCH LLC

REPLY TO MAYFIELD RANCH  
ESTATES LLC'S RESPONSE TO  
MOTION TO STRIKE

COMES NOW Juniper Station Farm, LLC ("Juniper Station") by and through its attorneys of record, McHugh Bromley, PLLC, and pursuant to IDAPA 37.01.01.220.02.c, hereby files this reply to *Mayfield Ranch's Response to Juniper [Station's] Motion to Strike* ("Response").

The Response highlights the inherent problems with the planned developments that are at issue in these consolidated proceedings – no one, other than the Permit Holders, can follow nor are they entitled to understand what is occurring with commencement, progress, and completion of the project(s) and its water needs, rights, and development. Juniper Station is entitled to know what is occurring so that it can bring facts to the Department in support of this proceeding.

Only because of the *Motion to Strike* has Juniper Station learned that Permit No. 63-35473, held by Mayfield Ranch, LLC, has been subject to three (3) deeds of trust since January

14, 2022, in the name the lender, XL Ant, LLC. *Exhibit A, Mayfield Resp.* Based on the Department’s online records as they exist today, a *Notice of Security Interest* was not filed as to Permit No. 63-35473 to alert anyone to these facts. I.C. § 42-248(9).

As now admitted by Mayfield Ranch Estates, LLC, it acquired the real property and appurtenances from Mayfield Ranch, LLC through a *Deed in Lieu of Foreclosure*, recorded with Elmore County on January 29, 2026. There is no indication as to the relationship between XL Ant, LLC, Mayfield Ranch, LLC, and Mayfield Ranch Estates, LLC. This information is important to understand due to the fact that: (1) Mayfield Townsite, LLC “sold a portion of the planned community project land to Mayfield Ranch LLC in 2022 and 2023,” *Juniper Station Opening Br.* at 2, fn. 4; and (2) on May 7, 2024 – approximately 18 months *before* Mayfield Ranch, LLC filed its December 8, 2025, *Request for Extension of Time* – the Idaho Secretary of State declared Mayfield Ranch, LLC to be administratively dissolved, *id.* at 2, fn. 5.<sup>1</sup> This knowledge goes directly to whether “government delay” is the reason water has not been put to beneficial use, or is it simpler than that, that market conditions and a lack of financing have conspired against speculative development? Moreover, it is unknown whether the place of use associated with Permit No. 63-35473 is fully encompassed by the Deed in Lieu of Foreclosure.

Who actually owns what and who is performing the work, if any, is incredibly relevant because it cuts straight to the heart of whether the permits held by the Mayfield entities were actually being developed or if changes in ownership were merely a shell game, designed to frustrate others by locking them out of developing the State’s water resources. As foretold by

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<sup>1</sup> It is unclear whether the Mayfield Ranch, LLC that is at issue in these proceedings is an Idaho entity, which was administratively dissolved, or a Delaware entity. The address of record with the Department for the “current owner” of Permit No. 63-35473 is: “c/o Michael P. Lawrence, 601 W. Bannock St., Boise, ID 83702-5919.” <https://research.idwr.idaho.gov/apps/shared/WrExtSearch/Reports/PermitReport?basin=63&seq=35473&suffix=> (visited July 7, 2026).

the Supreme Court more than 100 years ago, a subsequent purchaser cannot keep a permit valid by simply bootstrapping onto the work of others:

Under this statute, one to whom a permit for extension or enlargement is issued must complete one-fifth of such extension or enlargement within one-half of the time granted for the completion of the works, and cannot claim credit for the construction already done at the time the permit was issued. Under the statutes above quoted, the evidence adduced at the trial was sufficient to sustain the finding that appellant failed to construct the works in compliance with permit No. 2020 or with the statutes in force at the time.

*Clark v. Hansen*, 35 Idaho 449, 454-55, 206 P. 808, 809-10 (1922).

In summary, the Department's Rules of Procedure, IDAPA 37.01.01.002.12 and IDAPA 37.01.01.562, and the Hearing Officer's *Request for Briefs* were beyond clear – only parties to these proceedings were entitled to file documents. Mayfield Ranch, LLC is the only party of record in these proceedings, with Mayfield Ranch Estates, LLC taking no steps to substitute as a party in accordance with the Idaho Rules of Civil Procedure. I.R.C.P. 25 (Substitution of Parties). As decisions of the Court have made clear for nearly a century, ownership of land and water can be separate and independent of who is making decisions and perfecting the use of water:

This Court has held that “water may be appropriated for beneficial use on land not owned by the appropriator, and this water right becomes the property of the appropriator.” *First Sec. Bank of Blackfoot v. State*, 49 Idaho 740, 746, 291 P. 1064, 1066 (1930). Further, in *Blackfoot*, we wrote, “If the water right was initiated by the lessee, the right is the lessee's property, unless the lessee was acting as agent of the owner.” *Id.* Thus, a tenant who appropriates water even with the knowledge or acquiescence of a landlord has a separate and distinct right to the water from that of the landlord so long as the tenant is not acting as the landlord's agent. *See id.* ;see also *Joyce Livestock Co. v. United States*, 144 Idaho 1, 18, 156 P.3d 502, 519 (2007).

*Mcinturff v. Shippy*, 165 Idaho 489, 497, 447 P.3d 937, 945 (2019).

It is not “frivolous,” as asserted by Mayfield Ranch Estates, LLC, *Response* at 2, for Juniper Station to move to strike a brief filed by a non-party, due to the fact that party status

matters for a reason, with non-parties not entitled to participate: “[W]e agree with appellants that the magistrate court erred by permitting non-parties to participate in the proceedings.” *Idaho Dept. of Health & Welfare v. John Doe*, 163 Idaho 565, 571, 416 P.3d 937, 943 (2018) (emphasis added). The Hearing Officer should, therefore, grant the relief requested by Juniper Station and strike the “Opening Brief” filed by Mayfield Ranch Estates, LLC.

RESPECTFULLY SUBMITTED this 7<sup>th</sup> day of July, 2026.

MCHUGH BROMLEY, PLLC



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CHRIS M. BROMLEY

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## CERTIFICATE OF SERVICE

I certify that on this 7<sup>th</sup> day of July, 2026, I caused to be served a true and correct copy of the foregoing upon the following persons by the method(s) indicated:

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