

Norman M. Semanko, ISB #4761
PARSONS BEHLE & LATIMER
800 W. Main Street, Suite 1300
Boise, Idaho 83702
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RECEIVED
MAR 09 2022
DEPARTMENT OF
WATER RESOURCES

Attorneys for Objectors James and Tonya Murray

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER
FROM THE PALOUSE RIVER BASIN
WATER SYSTEM

Case No. 59576

Subcase No.: 87-11258

AMENDED CERTIFICATE OF
SERVICE OF MURRAY'S OBJECTION

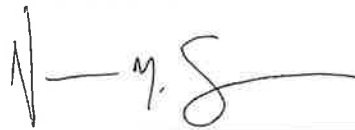
PLEASE TAKE NOTICE that Objectors James and Tonya Murray, by and through their attorney of record, Parsons Behle & Latimer, hereby amend their Certificate of Service of their *Standard Form 1 Objection* filed in the above-referenced case on December 6, 2021, a copy of which is attached hereto, by delivering the same in the manner indicated below, addressed as follows:

IDAHO DEPARTMENT OF WATER RESOURCES Attn: Lori Harris for PRBA Depository 322 E. Front Street P. O. Box 83720 (83720-0098) Boise, ID 83702	☒ U.S. Mail ☐ Facsimile: 208/287-6700 ☐ Hand Delivery ☐ Overnight Delivery ☐ Email / iCourt:
Environment & Natural Resources Division U.S. DEPARTMENT OF JUSTICE 550 W. Fort Street, MSC033 Boise, ID 83724	☒ U.S. Mail ☐ Facsimile: ☐ Hand Delivery ☐ Overnight Delivery ☐ Email / iCourt:

Chief, Environment & Natural Resources Div. STATE OF IDAHO DEPARTMENT OF JUSTICE P. O. Box 83720 Boise, ID 83724-0101	☒ U.S. Mail ☐ Facsimile: ☐ Hand Delivery ☐ Overnight Delivery ☐ Email / iCourt:
Cody R. Moore WESTBERG ROEPKE MOORE 530 S. Asbury Street, #2 Moscow, ID 83843 <i>Courtesy Copy for Ronald J. & Marietta Moser</i>	☐ U.S. Mail ☐ Facsimile: 208/883-1521 ☐ Hand Delivery ☐ Overnight Delivery ☒ Email / iCourt: <u>cmoore@wrm-law.com</u>
Ronald J. & Marietta Moser 1205 Lincoln Street Colton, WA 99113	☒ U.S. Mail ☐ Facsimile: ☐ Hand Delivery ☐ Overnight Delivery ☐ Email / iCourt:
Originals to: CLERK OF PRBA COURT 253 Third Avenue North P. O. Box 2707 Twin Falls, ID 83302-2707	☒ U.S. Mail ☐ Facsimile: ☐ Hand Delivery ☐ Overnight Delivery ☐ Email / iCourt:

DATED this 7th day of March, 2022.

PARSONS BEHLE & LATIMER



Norman M. Semanko
Attorneys for Objectors James and Tonya
Murray

DISTRICT COURT - PRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

DEC 06 2021

By _____ Clerk
Deputy Clerk

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

In Re PRBA) **A. Subcase** 87-11258
) (Insert water right number)
Case No. 59576)
) **STANDARD FORM 1**
) **OBJECTION**

Please **print or type** the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: JAMES & TONYA MURRAY
Address: 1201 MAGEE RD
GENESEE ID 83832
Daytime Phone: 509-330-0021

Name & Address of Attorney, if any:

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: RONALD & MARIETTA MOSER
Address: 1205 LINCOLN ST
COLTON WA 99113

D. I object to the following elements or general provision as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☐ **Name and Address**
Should be: _____
2. ☐ **Source**
Should be: _____
3. ☐ **Quantity**
Should be: _____
4. ☐ **Priority Date**
Should be: _____
5. ☐ **Point of Diversion**
Should be: _____
6. ☐ **Instream Flow Beginning and Ending Point**
Should be: _____
7. ☐ **Purpose(s) of Use**
Should be: _____
8. ☐ **Period of Year**
Should be: _____
9. ☐ **Place of Use**
Should be: _____
10. ☒ **General Provision** ☐ Individual Water Right ☒ All Water Rights
☒ Should not be recommended.

☐ This general provision was not recommended but should be recommended as described below.

Should be: _____

☐ General provision was recommended but should be modified as described below.

Should be: _____

11. ☐ I object because the recommendation contains an accomplished transfer under Idaho Code § 42-1425 resulting in injury to my water right(s) and/or enlargement of the original right.

12. ☒ I object because:
☒ This water right should not exist.

☐ This water right was not recommended, but should be recommended with the elements described above.

E. REASONS SUPPORTING OBJECTION(S): SEE SHEETS INCLUDED
IN THIS MAILING

James Murray Louisa Murray
(Signature of person filing objection)

(Attorney signing in representative capacity)

INSTRUCTIONS FOR MAILING

You must mail the Objection, to the Clerk of the court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

F. CERTIFICATE OF MAILING

I certify that on December 1, 2021, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to: Clerk of the District Court
Palouse River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

Name: RONALD & MARIETTA MOSER
Address: 1201 MAGEE RD
GENESEE ID 83832

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Div
550 W Fort Street, MSC 033
Boise, ID 83724

Chief, Natural Resources Division
Office of Attorney General
State of Idaho
PO Box 83720
Boise, ID 83720-0010

James Munay James Munay
Signature of Objector or attorney
mailing on Objector's behalf

November 30, 2021

Re: Water Rights Objection – 87-11258

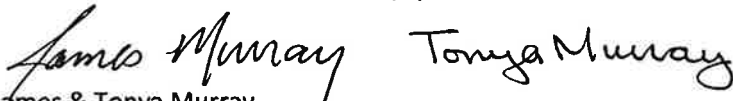
The following are the reasons for objection to claim 87-11258.

1. Release of rights: Exhibit A - June 21, 2007. Ronald J. Moser and Marietta Moser, Quit Claim Deed all rights to the property located at 1201 Magee Road. (this includes the well that the Moser's claim 87-11258 for water rights adjudication) Instrument Number 514885. See Map 1 – end of packet
2. Easement & water rights Abandonment: Exhibit B – Oct 25, 2014. As instructed by Ronald J. & Marietta Moser's memorandum, the legal owner and author of Instrument Number 410787 (a water rights easement associated with 1201 Magee Road) Moser Farms Inc. president T. Douglas Moser was instructed to release "any and all rights" by Quit Claim Deed (Instrument Number 568757) In addition to this, Moser Farms Inc abandoned its rights to the easement and water rights in Instrument Number 568726 which pertains to 1201 Magee Road.
3. Legal Address: Exhibit C – Mar 14, 2020. Ronald J. & Marietta Moser own property in Latah County, Parcel #RP38N04W296123, which currently does not have a physical address. They do not live, farm, run cattle, nor own anything at 1201 Magee Road. The address 1201 Magee Road is owned by James & Tonya Murray since June 1, 2007. Instrument Number 514373.
4. Forfeiture: Exhibit D – Oct. 22, 2021 - As stated in the letter Tonya & James Murray received from Ronald & Marietta's Lawyer, "since the year 2014", Ronald J. Moser and Marietta Moser have not used the water for a continuous period of 7 years. There have been no attempts (verbal, written, or action taken) to use the water. This is a direct result of the abandonment by Moser Farms Inc Instrument Number 568726.

Ronald J. Moser and Marietta Moser are trying to "reclaim" water rights associated with a well located at 1201 Magee Road which were negated in the above items number 1, 2, & 4. Ronald J. Moser and Marietta Moser are misleading the Idaho Department of Water Resources by claiming they have property at 1201 Magee Road and failed to include the Quit Claim Deeds 514885, 568757, and 568726 (noted above) in their adjudication application claim 87-11258.

More information is available if necessary to object this claim 87-11258.

Please call me or email me with any questions.


James & Tonya Murray
509-330-0021
james@motleymotley.com

100

EXHIBIT A

514885

QUIT CLAIM DEED

The Grantor RONALD J MOSER and MARIETTA MOSER, husband and wife, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, in hand paid, do hereby remise, release and quit claim unto

JAMES MURRAY and TONYA M. MURRAY
husband and wife
1201 Magee Road
Genesee, ID 83832

the following described real estate situated in Latah County, Idaho:

Description as shown on attached EXHIBIT "A"

Dated this 21 of June, 2007

Ronald J Moser
RONALD J. MOSER

Marietta J. Moser
MARIETTA MOSER

STATE OF IDAHO)
COUNTY OF LATAH) ss.

On this 21st of June, 2007, before me, the undersigned, a Notary Public, in and for said state, personally appeared Ronald J Moser and Marietta Moser, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date last above written.

Charles J. Kibler
Notary Public for IDAHO
Residing at MOSCOW
My commission expires: 2-23-11



EXHIBIT A

EXHIBIT "A"

A parcel of land located in the SW1/4SW1/4 of Section 29, Township 38 North, Range 4 West, B.M., described as follows:

BEGINNING at the Southwest corner of said Section 29; thence, N. 19°42'56" E, 320.77 feet; thence N. 44°17'42" E, 243.28 feet; thence N. 77°08'03" E, 131.17 feet; thence S. 81°52'52" E, 107.80 feet; thence S. 48°24'34" E, 90.87 feet; thence S. 02°46'59" E, 379.67 feet to the centerline of a county road (Magee Road); thence along said centerline, S. 71°13'44" W, 150.02 feet; thence continuing along said centerline, S. 67°27'29" W, 24.41 feet to the South line of said Section; thence along said South line, N. 89°03'55" W, 434.57 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion used for Magee Road right of way.

TOGETHER WITH an easement for ingress and egress located in the SW1/4SW1/4 of Section 29, Township 38 North, Range 4 West, B.M., described as follows:

COMMENCING at the Southwest corner of said Section 29; thence S. 89°03' 55" E, along the South line of said Section, 434.57 feet to the centerline of a county road (Magee Road); thence along said centerline, N. 67°27'29" E, 24.41 feet; thence continuing along said centerline, N. 71°13'44" E, 150.02 feet; thence N. 02°46'59" W, 29.59 feet to the POINT OF BEGINNING;

A strip of land 25 feet wide, lying 12.50 feet on each side of the following described centerline:

thence N. 02°46' 59" W, 350.08 feet to the termination of said easement.

(The side lines of said easement shall be lengthened or shortened to terminate on the Northerly Right-of-Way line of Magee Road.)

NO. 514885
AT THE REQUEST OF:
LATAH COUNTY TITLE CO
DATE & HOUR
06.21.07 2:04 pm
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 6.00 BY C. Sahas
Deputy

EXHIBIT B

SEE PAGE 2

MEMORANDUM AGREEMENT

This Memorandum Agreement is entered into this ___ day of October, 2014, by and between THOMAS DOUGLAS MOSER and JUDY MOSER (Doug & Judy Moser), husband and wife, and RONALD MOSER and MARIETTA MOSER (Ron & Marietta Moser), husband and wife.

WHEREAS, Doug and Judy Moser previously filed a Chapter 7 Bankruptcy in the US Bankruptcy Court, District of Idaho as Case No. 13-20567-TLM on May 24, 2013 (Petition date);

WHEREAS, Ron and Marietta Moser are creditors who have filed Proof of Claim (Claim No. 8) in Doug and Judy Moser's bankruptcy proceeding.

WHEREAS, Ron and Marietta Moser previously instituted an Adversary Proceeding against Doug and Judy Moser seeking a Judgment or Order denying a discharge pursuant to 11 USC §727, in the matter of Ronald Moser and Marietta Moser, husband and wife, plaintiffs vs. Thomas Douglas Moser and Judy Moser, husband and wife, defendants; Adversary Case No. 13-07025;

WHEREAS, the parties have negotiated a resolution of their various disputes, and wish to memorialize the same.

NOW, THEREFORE, FOR THE CONSIDERATION HEREINAFTER SET FORTH IT IS AGREED AS FOLLOWS:

1. Ronald and Marietta Moser are the owners of two (2) particular parcels of real property located in Latah County, Idaho, more particularly described on Exhibit "A" attached hereto. Doug and Judy Moser acknowledge that neither they, nor any entity owned or controlled by them, has or possesses any ownership interest or claim with respect to said two (2) particular parcels of real property. Doug and Judy Moser will execute Quitclaim Deeds, in appropriate form, conveying their interest, if any, in said two (2) parcels of real property to Ron and Marietta Moser within ten (10)

days of the date that the above referenced Adversary Proceeding is dismissed.

2. Doug and Judy Moser may have or may have asserted an ownership interest in a small sliver of real property located in Latah County, Idaho, adjacent to or within the scope of a driveway easement owned by James and Tonya Murray. Doug and Judy Moser will execute a Quitclaim Deed, in the form attached as Exhibit "B", thereby conveying any and all ownership interest they may have, if any, in that sliver of land to James Murry and Tonya M. Murray, husband and wife, within ten (10) days of the date of entry of an order dismissing the above referenced Adversary Proceeding.

3. Doug and Judy Moser acknowledge that there are no claims and/or obligations owed from Ron and Marietta Moser to Doug and Judy Moser, or to any entity in which Doug and Judy Moser may have an interest. Doug and Judy Moser acknowledge that the accounts receivable previously listed in Schedule B (16) filed in the above referenced Bankruptcy proceeding are not in fact owed. To the extent that any such claims existed, Doug and Judy Moser hereby transfer and assign their interest, if any, in said accounts receivable to Ron and Marietta Moser.

4. Doug and Judy Moser acknowledge that they have no ownership interest, or claim of any type, in the machinery, tools and fixtures previously listed in Schedule B (29) filed in the above referenced Bankruptcy proceeding claimed to be in the possession of Ron and Marietta Moser. Doug and Judy Moser hereby transfer and assign said machinery, tools and fixtures over to Ron and Marietta Moser.

5. Doug and Judy Moser acknowledge that they have no ownership interest, or claim of any type, in the inventory previously listed in Schedule B (30) filed in the above referenced Bankruptcy proceeding claimed to be in the possession of Ron and Marietta Moser. Doug and Judy Moser hereby transfer and assign said inventory over to Ron and Marietta Moser.

6. Doug and Judy Moser acknowledge that they have no ownership interest, or claim of any type, in the farming equipment and implements previously listed in Schedule B (33) filed in the above referenced Bankruptcy proceeding claimed to be in the possession of Ron and Marietta Moser. Doug and Judy Moser hereby transfer and assign said farming equipment and implements over to Ron and Marietta Moser.

7. Doug and Judy Moser shall execute a Release of All Claims; therein releasing Ron and Marietta Moser from any other or further claims, other than the agreements and obligations created by this Memorandum Agreement. The parties hereto have had ill feelings towards one another relating to Ron and Marietta Moser's prior assistance to Doug and Judy Moser, which allowed Doug and Judy Moser to dismiss a prior bankruptcy proceeding that they had previously been filed in 2004. Ronald and Marietta Moser had acquired via Purchase and Assignment, substantial secured debt owed by Doug and Judy Moser to Zion's Bank and to John Deere. Through said assistance, the bankruptcy proceeding was then able to be dismissed, and Doug and Judy Moser were then able to pursue a continued course of business with patents and trademarks that they had acquired. Doug and Judy Moser will sign a letter of explanation and apology which will detail the fact that Ron and Marietta Moser assisted them.

8. The parties agree that the pending Adversary proceeding may be dismissed, with prejudice and without an award of costs or attorney fees to either party. The parties will cooperate in the filing of a Stipulation and/or Joint Motion to accomplish a dismissal of said proceeding.

9. This Agreement resolves all issues between the parties related to the pending Adversary proceeding, and as well relating to any issues or claims which had been in existence between the parties.

10. Court Approval. This Agreement, and each and every term hereof, is specifically conditioned upon the approval of the US Bankruptcy Court in the Adversary proceeding. In the event this Agreement is not approved by the US Bankruptcy Court in said Adversary proceeding, then this Agreement shall be rendered null and void and of no force or effect.

11. Attorney Fees. In the event of any suit or proceeding by either party herein against the other party, in any way arising out of this Agreement, or attempting to enforce any rights herein granted, the losing party in such suit or proceeding shall pay to the prevailing party such sum or sums as the Court shall adjudge reasonable, in such suit or proceeding, for attorney fees for such prevailing party.

12. Binding Agreement. This Contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

13. Entire Agreement. This Agreement contains the entire agreement of the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year hereinabove first written.

THOMAS DOUGLAS MOSER

JUDY MOSER

RONALD MOSER

MARIETTA MOSER

EXHIBIT B

QUIT CLAIM DEED

NO. 300101
AT THE REQUEST OF:
JAMES MURRAY
DATE & HOUR
10.28.14 4:15
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 13.00 BY Shayma

The Grantor, Moser Farms, Inc., an Idaho corporation, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, in hand paid, does hereby remise, release and quit claim unto the Grantees, James Murray and Tonya M. Murray, husband and wife, whose current address is 1201 Magee Road, Genesee, Idaho 83832, the following described real property situated in Latah County, Idaho, to-wit:

A parcel of land located in the SW1/4SW1/4 of Section 29, Township 38 North, Range 4 West, B.M., described as follows:

BEGINNING at the Southwest corner of said Section 29; thence, N. 19°42'56" E, 320.77 feet; thence N. 44°17'42" E, 243.28 feet; thence N. 77°08'03" E, 131.17 feet; thence S. 81°52'52" E, 107.80 feet; thence S. 48°24'34" E, 90.87 feet; thence S. 02°46'59" E, 379.67 feet to the centerline of a county road (Magee Road); thence along said centerline, S. 71°13'44" W, 150.02 feet; thence continuing along said centerline, S. 67°27'29" W, 24.41 feet to the South line of said Section; thence along said South line, N. 89°03'55" W, 434.57 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion used for Magee Road right of way.

TOGETHER WITH an easement for ingress and egress located in the SW1/4SW1/4 of Section 29, Township 38 North, Range 4 West, B.M., described as follows:

COMMENCING at the Southwest corner of said Section 29; thence S. 89°03'55" E, along the South line of said Section, 434.57 feet to the centerline of a county road (Magee Road); thence along said centerline, N. 67°27'29" E, 24.41 feet; thence continuing along said centerline, N. 71°13'44" E, 150.02 feet; thence N. 02°46'59" W, 29.59 feet to the POINT OF BEGINNING;

A strip of land 25 feet wide, lying 12.50 feet on each side of the following described centerline:

thence N. 02°46' 59" W, 350.08 feet to the termination of said easement.

(The side lines of said easement shall be lengthened or shortened to terminate on the Northerly Right-of-Way line of Magee Road.)

DATED this 25 day of OCT, 2014.

Moser Farms, Inc.

T. Douglas Moser
T. Douglas Moser, President

Judy J. Moser Sec
Judy J. Moser, Secretary/Treasurer

EXHIBIT B

568757

STATE OF IDAHO

)

) ss.

COUNTY OF KOOTENAI

)

On this 25th day of October, 2014, before me, the undersigned, a Notary Public, personally appeared T. Douglas Moser, as President, and Judy L. Moser, as Secretary Treasurer of Moser Farms, Inc., and being known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same on behalf of said Corporation, Moser Farms, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the Date last above written.



Notary Public for Idaho
Residing in Kootenai County.

My Commission Expires: 06.01.20

Cynthia M. Zepeda
Notary Public
State of Idaho

EXHIBIT B

RELEASE OF EASEMENT

AT THE REQUEST OF:
James Murray
DATE & HOUR
10-27-14 12:41
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 16.00 BY S. Petersen
m/120179268 AP
6102008 10 3523

Moser Farms, Inc., an Idaho Corporation, for good and valuable consideration, does hereby release, abandon, vacate, terminate, and otherwise extinguish and declare to be of no further force and effect the easement created in the Warranty Deed recorded February 17, 1995, in Latah County, Instrument No. 410787.

The parcel of real property, located in Latah County, Idaho, that was benefited by said easement, and is owned by James Murray and Tonya M Murray, husband and wife, is more particularly described as follows:

See Attached Exhibit A

Dated: Oct. 24, 2014

Moser Farms, Inc.

Moser Farms, Inc.

T. Douglas Moser, President
By: T Douglas Moser, President

STATE OF IDAHO)
) S.S.
COUNTY OF LATAH)

On this 24th day of October, 2014, before me, the undersigned notary public in and for the said State, personally appeared T Douglas Moser, known or identified to me to be the President of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Heidi Washington
Notary Public: Heidi Washington

Residing at: Moscow, Idaho
Commission Expires: 2/17/15



to #/
*
410787

WARRANTY DEED

FOR VALUE RECEIVED, the GRANTOR, NOSER FARMS, INC., an Idaho corporation, does hereby grant, sell and convey unto JAMES R. VESTAL and MOLLY M. VESTAL, husband and wife, the GRANTEES, whose address is: Route 1, Box 71, Genesee, ID 83832, the following described premises situate in Latah County, State of Idaho:

The South 554 feet of the West 554 feet of the SW1/4 SW1/4 of Section 29, Township 38 North, Range 4, W.B.M.;

RESERVING unto GRANTOR, and GRANTOR'S heirs, assigns and successors, a perpetual easement, running with the land, on and over the subject real property for ingress and egress and all lawful purposes, said easement being fifty (50) feet in width and being located along the line of the now existing road near the Southeast corner of said real property and being approximately 400 feet in length, more or less; and

RESERVING unto GRANTOR, and GRANTOR's heirs, assigns and successors, that certain existing water line and a perpetual water line easement, running with the land, running from the now existing well located on the subject property to GRANTOR's adjacent real property, including but not limited to the right to convey water and the right to enter upon the subject property for the purpose maintenance, repair and replacement of said existing water line; and

RESERVING unto GRANTOR, and GRANTOR's heirs, assigns and successors, the right to take, divert and use, as tenants in common with GRANTEES, water from the now existing well on the subject property, which said right shall run with the land.

TO HAVE AND HOLD the premises, with appurtenances, to GRANTEES, their heirs and assigns forever.

GRANTOR does hereby covenant that GRANTOR is the owner thereof in fee simple; that it is free from all encumbrances, and that

410787

GRANTOR will defend the same from all lawful claims except general taxes for the year 1995, and easements, reservations, restrictions and rights-of-way of record or in use.

DATED this 15 day of February, 1995.

MOSER FARMS, INC.

By: T. Douglas Moser

Title: President

STATE OF IDAHO)

County of Latah)

:ss.

On this 15 day of February, 1995, before me personally appeared T. Douglas Moser, to me known to be the President of the corporation that executed instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Kathleen Drage
Notary Public, in and for the
State of Idaho, residing at
Moscow, therein.
My Commission Expires: 10-12-95

WARRANTY DEED -2

NO. 410787
AT THE REQUEST OF:
LATAH COUNTY TITLE CO.
DATE & HOUR: 2/17/95 10:00 A.M.
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 6.00 CK BY [Signature]
H/ LATAH COUNTY TITLE CO.

March 14, 2020

EXHIBIT C

RECEIVED

MAR 19 2020

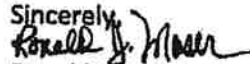
IDWR / NORTH

State of Idaho
Department of Water Resources
Northern Region
7600 N. Mineral Drive, Suite 100
Coeur d' Alene, Idaho 83815-7763

To Whom this may concern,

This property at 1201 Magee Road, Genesee, Idaho, has been in the Moser family more than 60 years. My parents purchased this farm in the 1950's. Dad had begun farming just after WWII with my Grandad and farmed adjacent properties in the area. This property had an old well and cistern. Dad drilled the current well in the 1960's. It is an artesian well and when it was drilled they measured it producing over 65 gallons a minute.

The small acreage that the well is on, which is situated 100 yards south of the old house, that I grew up in, has been sold with an agreement that we retain our rights to the water for livestock and around the farm. We have raised livestock throughout the years. The property that I have retained is the shop, machine sheds, an old grainery, barn, pastures and farm ground that joins the additional 2500 acres of farm ground that we actively farm. We have raised cattle, swine, sheep, chickens and dairy cattle over the years. We currently raise cattle as the livestock side of our operation.

Sincerely,

Ronald J. Moser

#4

- 48997

EXHIBIT C

514373

WARRANTY DEED

For Value Received Stephen K. Moser and Diana K. Moser, husband and wife
the Grantors, hereby grant, bargain, sell, convey and warrant unto
James Murray and Tonya M. Murray, husband and wife

the Grantees, whose current address;

1201 Magee Road
Genesee, ID 83832

the following described premises, located in Latah County State of Idaho to wit:
Sec "Exhibit A" attached hereto

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto
belonging or in anywise appertaining, including all water and water rights, ditch and ditch rights.

SUBJECT to reservations in United States Patent, restrictive covenants, existing and recorded rights-
of-way and easements, zoning and building ordinances, and taxes and assessments as prorated between the
parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees
successors, heirs and assigns forever. Said Grantors do hereby covenant to and with said Grantees, that
Grantors are owners in fee simple of said premises; that said premises are free from all encumbrances except as
hereinafter set forth and that Grantors will warrant and defend the same from all lawful claims whatsoever.

Dated this 1 day of June, 2007.

Stephen K. Moser
Stephen K. Moser

Diana K. Moser
Diana K. Moser

STATE OF IDAHO)
COUNTY OF LATAH) ss.

On this 1st day of June, 2007 before me, the undersigned, a Notary Public, in and for said State, personally
appeared Stephen K. Moser and Diana K. Moser, husband and wife, known to me, and/or identified to me on
the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and
acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Heidi Zumhove
Notary Public: Heidi Zumhove
Residing at: Moscow ID
My commission expires 2/21/2013



EXHIBIT "A"
LEGAL DESCRIPTION

ESCROW NO.: 48997

A parcel of land located in the SW1/4SW1/4 of Section 29, Township 38 North, Range 4 West, B.M., described as follows:

BEGINNING at the Southwest corner of said Section 29; thence, N. 19°42'56" E, 320.77 feet; thence N. 44°17'42" E, 243.28 feet; thence N. 77°08'03" E, 131.17 feet; thence S. 81°52'52" E, 107.80 feet; thence S. 48°24'34" E, 90.87 feet; thence S. 02°46'59" E, 379.67 feet to the centerline of a county road (Magee Road); thence along said centerline, S. 71°13'44" W, 150.02 feet; thence continuing along said centerline, S. 67°27'29" W, 24.41 feet to the South line of said Section; thence along said South line, N. 89°03'55" W, 434.57 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion used for Magee Road right of way.

TOGETHER WITH an easement for ingress and egress located in the SW1/4SW1/4 of Section 29, Township 38 North, Range 4 West, B.M., described as follows:

COMMENCING at the Southwest corner of said Section 29; thence S. 89°03' 55" E, along the South line of said Section, 434.57 feet to the centerline of a county road (Magee Road); thence along said centerline, N. 67°27'29" E, 24.41 feet; thence continuing along said centerline, N. 71°13'44" E, 150.02 feet; thence N. 02°46'59" W, 29.59 feet to the POINT OF BEGINNING;

A strip of land 25 feet wide, lying 12.50 feet on each side of the following described centerline:

thence N. 02°46' 59" W, 350.08 feet to the termination of said easement.

(The side lines of said easement shall be lengthened or shortened to terminate on the Northernly Right-of-Way line of Magee Road.)

514373
NO. 514373
AT THE REQUEST OF:
LATAH COUNTY TITLE CO.
DATE & HOUR: 6-4-07 5:00
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 6.00 BY [Signature]



MAKE CHECKS PAYABLE TO:

Latah County Tax Collector
P.O. Box 8068
Moscow, ID 83843
PHONE: (208)883-2296

PARCEL NUMBER: RP38N04W296460A BILL NUMBER: 13723

CODE AREA: 14-0000
 BANK CODE: WEFA

EXHIBIT C

	2021	2020
IMPRVMNT	269,905	
TOT MKT	312,404	312,269
HO EXEMPT	125,000	100,000
NET MKT	187,404	212,269

546 RP38N04W296460A **AUTO**5-DIGIT 83843 2



MURRAY JAMES
& MURRAY TONYA M
1201 MAGEE RD
GENESEE ID 83832-9781

PROPERTY ADDRESS:
 1201 MAGEE RD 83832

LEGAL DESCRIPTION:
 5.32 AC TAX #6730 SWSW
 29 38 4

Voter Approved Levy & Bond Tracker: <https://www.latah.id.us/treasurer/>

PERCENTAGE BY DISTRICT	TAXING DISTRICT	RATE	AMOUNT
27.7 %	COUNTY	.003898181	730.52
3.7 %	LIBRARY	.000528809	99.10
29.9 %	SD 282- GENESEE		
9.5 %	SD 282 SUPLMNT	.004212346	789.40
9.4 %	SD #282 BOND	.001347443	252.52
0.4 %	S LATAH HWY	.001330107	249.26
15.6 %	GENESEE CEM	.000060335	11.30
3.3 %	GENESEE FIRE	.002203287	412.90
	GENESEE REC	.000470914	88.24
	DISTRICT TOTAL	.014051422	2,633.24
	2021 SOLID WASTE		416.80
	ADMIN FEE		2.00
	AMOUNT DUE		3,052.04

*NOTE-CALL FIRST, IF DELINQUENT AMT DUE

★★★IMPORTANT★★★
 PLEASE READ BOTH FRONT AND BACK
 ★★★ MONTHLY PAYMENTS ARE ACCEPTED ★★★

TO AVOID LATE CHARGES, PAYMENTS MUST BE
 RECEIVED OR POSTMARKED BY THE DUE DATE.

Payments: We accept credit cards, via telephone and on-line. There will be a 2.50% convenience fee charged by the credit card company.

On-Line Payments: <http://www.latah.id.us/treasurer/>



FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
 PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE.

First Half Tax Due: 1,526.02
 Second Half Tax Due: 1,526.02
 Total Tax Due: 3,052.04
 2020 Total Tax: 3,312.26

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
 PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE.

A copy of this bill has been sent to your mortgage company.
 If you have refinanced or paid off your mortgage, you may be
 responsible for this bill.

2ND HALF

1,526.02



Latah County Tax Collector
P.O. Box 8068
Moscow, ID 83843

Account: MURRAY JAMES
 Parcel Number: RP38N04W296460A
 Bill Number: 13723
 Code Area: 14-0000

DELINQUENT IF NOT PAID ON OR BEFORE

LATE

INT

COST

TOTAL

JUNE 20, 2022

1ST HALF

1,526.02



Latah County Tax Collector
P.O. Box 8068
Moscow, ID 83843

Account: MURRAY JAMES
 Parcel Number: RP38N04W296460A
 Bill Number: 13723
 Code Area: 14-0000

DELINQUENT IF NOT PAID ON OR BEFORE

LATE

INT

COST

TOTAL

DECEMBER 20, 2021

W + R + M**Westberg Roepke Moore**

An Idaho Professional Limited Liability Company

Aaron D. Roepke: aroepke@wrm-law.com
Cody R. Moore: cmoore@wrm-law.com
Erin E. Tornlin: etornlin@wrm-law.com

EXHIBIT D

Attorneys and Counselors at Law
Admitted in Idaho and Washington
530 South Asbury St., #2
Moscow, ID 83843
Phone: (208) 883-1520
Fax: (208) 883-1521

October 22, 2021

James and Tonya Murray
1201 Magee Rd
Genesee, ID 83832

RE: Waterline Easement

This office represents Ronald Moser and Marietta Moser, the owners of the property adjacent to yours ("Moser Property"). I write this letter with regard to the waterline easement related to your property, which benefits the Moser Property.

As you know an easement was reserved in Instrument Number 410787 allowing the owners of the Moser Property to use water from the well upon your property, a copy of which is enclosed. Via a waterline, the Moser Property traditionally used water from the well until approximately 2014, when the waterline developed a leak on your side of the property line and the water supply was shut off. Thereafter, a Release of Easement was executed by Douglas Moser on behalf of Moser Farms, Inc., and recorded on October 27, 2014 as Instrument Number 586726, a copy of which is enclosed. This release purported to terminate the prior easement.

However, neither Douglas Moser nor Moser Farms owned the Moser Property at the time the Release of Easement was executed. In fact, the Moser Property was purchased by Ron Moser in 2013 via a Sheriff's Sale. A Sheriff's Certificate of Sale dated March 28, 2013 and recorded as Instrument No. 557707 is enclosed with this letter. Additionally, Douglas Moser transferred any portion he may have owned individually in the Moser Property to Ron Moser in 2006 via quitclaim deed recorded as Instrument No. 502028, a copy of which is enclosed. At the time Douglas Moser signed the Release of Easement, he nor Moser Farms, Inc., had any ownership of the Moser Property and certainly no authority to execute anything related to it.

It is my understanding that you may believe the Release of Easement to be valid and binding, thereby barring the Mosers from repairing and resuming use of the well on your property. This is not correct and at this time the Mosers desire to access the well and repair or replace the waterline that serves their property, and resume use thereof. This letter is intended to give you notice of their intent to resume using water from the well.

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