

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

APR 30 2021

DEPARTMENT OF
WATER RESOURCES

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

DE ✓

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
65-12157	Yes ☒	Yes ☐		Yes ☐	Yes ☐
65-24030 - split	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Charles R Winegar & Norma Winegar
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Josh & Philpot & Dillyn Philpot
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 5321 Finley Rd Fruitland ID 83619
Mailing address City State ZIP
- 503-708-9123 J.Philpot@frontier.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 12/30/2020

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
- ☐ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.

SUPPORT DATA

IN FILE # 65-12157

- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Josh Philpot Title, if applicable _____ Date 4-27-2021
- Signature: Jim Philpot Title, if applicable _____ Date 4.27.2021

For IDWR Office Use Only:

Received by KU Date 4.30.21 Receipt No. C110332 Receipt Amt. \$ 100-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒

Name on W-9 _____ Approved by _____ Processed by gmk Date 3-3-22

Instrument # 433343

PAYETTE COUNTY

2020-12-30 02:20:48 PM No. of Pages: 4

Recorded for: REECE M. HRIZUK, ATTORNEY AT L

LINDSEY BRATCHER Fee: \$15.00

Ex-Officio Recorder Deputy Melody Capener

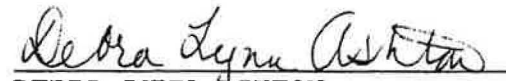
Index To: QUITCLAIM DEED

Electronically Recorded by Simplifile

QUIT CLAIM DEED

For Value Received, **THE ASHTON 2018 TRUST**, a trust established under the laws of the State of Idaho by an Agreement dated December 11, 1979 and amended and restated November 6, 2018, of which the current Trustees are **W. WAYNE ASHTON** and **DEBRA LYNN ASHTON** (hereinafter referred to as Grantors), does hereby convey, release, remise and forever quit claim unto **JOSH N. PHILPOT** and **JILLYN A. PHILPOT**, husband and wife (hereinafter referred to as Grantees), and to their heirs, successors and assigns forever, all of Grantor's right, title and interest in and to all that certain real property more particularly described in **EXHIBIT "A"**, attached hereto and incorporated herein by reference.

DATED this 30th day of December, 2020.


W. WAYNE ASHTON
DEBRA LYNN ASHTON,
Aka Debbie L. Ashton

Until a change is requested, send all tax statements
to the following: Josh N. and Jillyn A. Philpot
5321 Finley Road
Fruitland, ID 83619

After recording, return to: Reece M. Hrizuk
Attorney at Law
224 SW 3rd Street,
Fruitland, ID 83619

STATE OF IDAHO)
) ss.
County of Payette)

On this, 30th day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **W. WAYNE ASHTON** and **DEBRA LYNN ASHTON**, aka Debbie L. Ashton, known or identified to me to be the persons whose names are subscribed to the foregoing instrument as Trustees of **THE ASHTON 2018 TRUST**, a trust established under the laws of the State of Idaho by an Agreement dated December 11, 1979 and amended and restated November 6, 2018, and acknowledged to me that they executed the same as such Trustees on behalf of said Trust.

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



Notary Public for said State
Residing at: Fruitland, ID
Commission expires: 01-09-26

EXHIBIT "A"

A parcel of land located in the County of Payette, State of Idaho, and known as:

Land in Payette County, Idaho, as follows:

In Township 7 North, Range 5 West, Boise Meridian:

Section 16: That portion of the NE1/4 NW1/4, more particularly described as follows:

Commencing at the northeast corner of said NE1/4 NW1/4 (N1/4 corner), being monumented by a #5 rebar with aluminum cap;

thence along the east line of said NE1/4 NW1/4, S. 00° 07' 16" E. 472.00 feet;

thence N. 89° 47' 48" W. 252.00 feet, from which point a found #5 rebar with an aluminum cap stamped "ATLAS LAND SURVEYING PLS10328", herein after referred to as "capped #5 rebar", bears S. 89° 47' 48" E. 15.00 feet;

thence S. 16° 28' 00" E. 499.92 feet, to a capped #5 rebar, set to replace a found #4 rebar;

thence continuing S. 16° 28' 00" E. 19.17 feet, to a capped #5 rebar, and the **POINT OF BEGINNING**;

thence continuing S. 16° 28' 00" E. 376.33 feet, to the southeast corner of said NE1/4 NW1/4 (CN1/16 corner), being monumented by a found General Land Office brass cap;

thence along the south line of said NE1/4 NW1/4, N. 89° 35' 05" W. 614.64 feet, to a capped #5 rebar;

thence N. 00° 24' 55" E. 376.60 feet, to a capped #5 rebar, set to replace a found #4 rebar;

thence S. 89° 47' 48" E. 189.12 feet, to a #4 rebar with red plastic cap stamped "ATLAS LS PLS 10328";

thence S. 14° 31' 23" W. 249.47 feet, to a capped #5 rebar;

thence S. 89° 47' 48" E. 213.60 feet, to a capped #5 rebar;

thence N. 27° 50' 22" E. 101.04 feet, to a capped #5 rebar;

thence N. 41° 27' 37" E. 178.04 feet, to the **POINT OF BEGINNING**.

Containing 3.38 acres, more or less.

The basis of bearing for this description being the Ontario Zone of the Oregon Coordinate Reference System measuring N. 00° 07' 16" W. 1329.81 feet between found monuments at the CN1/16 and N1/4 corners of Section 16, as shown on record of survey inst. #424892, filed in book 13 of surveys at page 62, records of Payette County, fully incorporated herein by this reference.

SUBJECT to all valid outstanding reservations, easements, rights-of-way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record.

Together with all water and water rights, ditches and ditch rights, minerals and mineral leases, tenements and hereditaments, appurtenances and fixtures, easements, rights, privileges, permits and licenses thereunto belonging, in anywise appertaining or used in connection therewith, and the reversions, remainders, rents, issues and profits thereof.

Last Conveyance

0418036

Instrument # 418036
STATE OF IDAHO, PAYETTE COUNTY
11-18-2018 03:54:16 PM No. of Pages: 4
Recorded for : REECE HRIZUK
BETTY J DRESSEN
Ex-Officio Recorder Deputy
Index to: WARRANTY DEED - DEEDS

WARRANTY DEED

For Value Received, **W. WAYNE ASHTON** and **DEBBIE L. ASHTON**, husband and wife, Grantors, hereby transfer, convey, grant and warrant unto "**THE ASHTON 2018 TRUST**", a trust established under the laws of the State of Idaho by an Agreement dated December 11, 1979 and amended and restated November 6, 2018, of which the current Trustees are **W. WAYNE ASHTON; DEBRA LYNN ASHTON**, aka Debbie L. Ashton; and, **CHARLES RILEY ASHTON**, Grantee, all that certain real property more particularly described in **EXHIBIT "A"**, attached hereto and incorporated herein by reference (hereafter referred to as the "Property").

TO HAVE AND TO HOLD the Property, with its appurtenances unto the Grantee, its assigns and successors-in-interest forever. And the Grantors covenant to and with the Grantee that Grantors are the owners in fee simple of the Property; that the Property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record; and, that they will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this 6th day of November, 2018.


W. WAYNE ASHTON


DEBBIE L. ASHTON

Until a change is requested,
send all tax statements to the
following:

THE ASHTON 2018 TRUST
5485 Finley Road
Fruitland, ID 83619

After recording, return to:

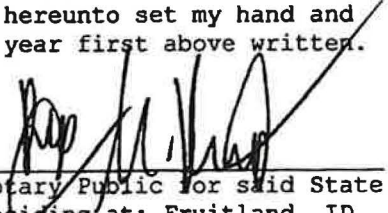
Reece M. Hrizuk
Attorney at Law
224 SW 3rd Street
Fruitland, ID 83619

0418036

STATE OF IDAHO)
 : ss.
County of Payette)

On this, the 6th day of November, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **W. WAYNE ASHTON** and **DEBBIE L. ASHTON**, husband and wife, known or identified 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 affixed my official seal the day and year first above written.



Notary Public for said State
Residing at: Fruitland, ID
Commission expires: 01-09-20



~~0418036~~

0418036

EXHIBIT "A"

Land in Payette County, Idaho as follows:

PARCEL I

A portion of the Northeast Quarter of the Northwest Quarter in Section 16, in Township 7 North, Range 5 West, Boise Meridian, Payette County, Idaho, described as follows:

Commencing at the Northeast corner of said Northeast Quarter of the Northwest Quarter;

Thence South 0°14'40" East along the East boundary of said Northeast quarter of the Northwest Quarter, 472.00 feet;

Thence North 89°53'10" West along a line parallel with the North boundary of said Northeast Quarter of the Northwest Quarter 252.00 feet;

Thence South 16°34'10" East 500.00 feet to the TRUE POINT OF BEGINNING;

Thence North 89°53'10" West along a line parallel with the North boundary of said Northeast Quarter of the Northwest quarter, 500.00 feet;

Thence south 350.00 feet, more or less, to a point on the South boundary of said Northeast Quarter of the Northwest Quarter;

Thence East along a line parallel with the North boundary of said Northeast Quarter of the Northwest quarter to the Southeast corner of said Northeast Quarter of the Northwest Quarter;

Thence Northwesterly to the POINT OF BEGINNING;

EXCEPTING the South 27.44 feet and the Northeasterly 27.44 feet;

PARCEL II

An Easement for ingress and egress as created by grant recorded March 2, 1984, Fee #202974, Deed Records of Payette County, Idaho, over and across a strip of land 27.44 feet in width, the center line of which is described as follows:

Commencing at the Northeast corner of said Northeast Quarter of the Northwest Quarter;

Thence North 89°53'10" West along the North boundary of said Northeast Quarter of the Northwest Quarter, 13.72 feet to the TRUE OINT OF BEGINNING

0418036

Thence South $0^{\circ}14'40''$ East along a line parallel to the East boundary of said Northeast Quarter of the Northwest Quarter, 308.48 feet

Thence Southwesterly 96.33 feet along the arc of a curve to the right, having a radius of 63.85 feet, a central angle of $86^{\circ}26'28''$ and a long chord which bears South $42^{\circ}58'34''$ West 87.45 feet;

Thence South $86^{\circ}11'48''$ West 71.93 feet;

Thence Southwesterly 172.00 feet along the arc of a curve to the left, having a radius of 156.98 feet, a central angle of $62^{\circ}46'36''$ and along chord which bears South $54^{\circ}48'30''$ West 163.52 feet;

Thence south $16^{\circ}34'10''$ East 822.00 feet, more or less, to a point which is 27.44 feet Northwesterly of the South line of said Northeast Quarter of the Northwest Quarter.

Together with all water and water rights, ditches and ditch rights, minerals and mineral leases, tenements and hereditaments, appurtenances and fixtures, easements, rights, privileges, permits and licenses thereunto belonging, in anywise appertaining or used in connection therewith, and the reversions, remainders, rents, issues and profits thereof.

AGREEMENT FOR SALE OF REAL PROPERTY

Debra
January 30, 2021

JOSH N. PHILPOT and JILLYN A. PHILPOT, husband and wife (hereinafter referred to as "Buyers") agree to purchase, and, **THE ASHTON 2018 TRUST**, a trust established under the laws of the State of Idaho by an Agreement dated December 11, 1979 and amended and restated November 6, 2018, of which the current Trustees are **W. WAYNE ASHTON** and **DEBRA LYNN ASHTON**, aka Debbie L. Ashton (hereinafter referred to as the "Seller") agree to sell, upon the terms and conditions herein set forth, certain real property (hereinafter referred to as the "Property") located in Payette County, Idaho, and more particularly described in **EXHIBIT "A"** attached hereto and incorporated herein by reference.

1. TOTAL PURCHASE PRICE. The total purchase price is **EIGHTY-TWO THOUSAND AND 00/100 DOLLARS** (\$82,000.00), payable in cash, lawful money of the U.S., as follows:

(a) **TWELVE THOUSAND AND 00/100 DOLLARS** (\$12,000.00), receipt of which is hereby acknowledged and credited as down payment.

(b) The remaining principal balance of **SEVENTY THOUSAND AND 00/100 DOLLARS** (\$70,000.00), without interest, due and payable by December 31, 2020.

2. TITLE OF SELLER. Title of Seller is to be conveyed by Quit-Claim Deed and Seller makes no warranties as to title or the condition of the property. Buyers agree to purchase the property "As-Is".

3. TITLE INSURANCE. The parties agree that no title insurance policy shall be issued for the Property and that Seller makes no warranties as to the title of the Property.

4. NO WARRANTIES. No warranties, agreements or representations have been made or shall be binding upon either party unless herein set forth.

5. MINERAL AND WATER RIGHTS. Seller agrees to convey to Buyers as part of this transaction all mineral rights, minerals, and

mineral leases for the Property, if any. Seller agrees to convey to Buyers all water rights for the Property, if any, and agrees to undertake any action necessary with the Idaho Department of Water Resources to transfer any such water rights for the Property to Buyers.

6. INSPECTION. Buyers agree that Buyers are purchasing the property upon the basis of Buyers' own examination and judgment and not by reason of any representation made to Buyers by Seller or any agent of Seller as to its condition, size, location, zoning status, covenants, conditions and restrictions, present value, future value, income therefrom or as to its production. Buyers accept the property in its "as-is" condition. Buyers hereby acknowledge further that they have not received or relied upon any statements or representations by the Seller or any agent of Seller which are not herein expressed. The Buyers have entered into this Agreement relying solely upon information and knowledge obtained from their own investigation or personal inspection of the property. This Agreement constitutes the whole Agreement between the parties and that no warranties, agreements or representations have been made or shall be binding upon either party unless herein set forth.

7. COSTS. All document preparation fees and costs or fees necessary to the closing of this transaction shall be borne solely by the Seller.

8. CLOSING. The Parties agree that there shall be no closing agent as part of this transaction and that they will undertake their own closing, which will occur upon the execution of this Agreement. The attorney for the Seller represents that he is not a closing agent and that he has advised the parties to close this transaction through a title company. The Parties agree that they are undertaking the closing of this transaction against said attorney's advisement.

9. TAXES. Seller shall pay all property taxes and assessments for the Property for the year 2020. Buyers shall pay all property taxes and assessments for the Property for the year 2021.

10. POSSESSION. Seller shall deliver possession to Buyers upon execution of this Agreement.

11. DEFAULT. In the event of default by either of the parties in their performance of the terms and conditions of this Agreement, the defaulting party agrees to pay all costs incurred by either party in connection with this matter and to pay, in

addition thereto, all attorney fees and costs incurred by the non-defaulting party, at suit or on appeal.

12. ATTORNEY FOR SELLER. It is understood and agreed by and between the parties that this Agreement has been prepared by attorney for Seller; that he represents only the interests of Seller; that he may prepare any additional documents to be used in connection with this transaction; and that Buyers have been advised to consult with separate counsel of their choosing for independent advice concerning this transaction.

13. RISK OF LOSS. Prior to closing of this sale, all risk of loss shall remain with the Seller. In addition, should the property be materially damaged by fire, vandalism, flood earthquake, or acts of God, or other cause prior to closing, this Agreement shall be voidable at the option of Buyers.

14. CHANGES DURING TRANSACTION. During the pendency of this Agreement, Seller agrees that no changes in any existing leases shall be made, nor new leases entered into, nor shall any substantial alterations or improvements be made or undertaken without the written consent of the Buyers.

15. AMENDMENT. No amendment, alteration or modification of this Agreement shall be effective unless made in writing and duly executed by the parties hereto.

16. ASSIGNMENT. Neither party may assign this Agreement or any interest hereunder without the written consent of the other party.

17. EXECUTION OF OTHER DOCUMENTS. The parties agree to execute any further and additional documents necessary to carry out the terms of this Agreement.

18. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of Idaho.

19. SEVERABILITY. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

20. BINDING AFFECT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, successors and assignees.

21. ENTIRE AGREEMENT. This Agreement is the final agreement

STATE OF IDAHO)
 : ss.
County of Payette)

On this, the 30th day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **JOSH N. PHILPOT** and **JILLYN A. PHILPOT**, husband and wife, known or identified 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 affixed my official seal the day and year first above written.




Notary Public for said State
Residing at: Fruitland, ID
Commission expires: 01-09-26

EXHIBIT "A"

Land in Payette County, Idaho as follows:

Land in Payette County, Idaho, as follows:

In Township 7 North, Range 5 West, Boise Meridian:

Section 16: That portion of the NE1/4 NW1/4, more particularly described as follows:

Commencing at the northeast corner of said NE1/4 NW1/4 (N1/4 corner), being monumented by a #5 rebar with aluminum cap;
thence along the east line of said NE1/4 NW1/4, S. 00° 07' 16" E. 472.00 feet;
thence N. 89° 47' 48" W. 252.00 feet, from which point a found #5 rebar with an aluminum cap stamped "ATLAS LAND SURVEYING PLS10328", herein after referred to as "capped #5 rebar", bears S. 89° 47' 48" E. 15.00 feet;
thence S. 16° 28' 00" E. 499.92 feet, to a capped #5 rebar, set to replace a found #4 rebar;
thence continuing S. 16° 28' 00" E. 19.17 feet, to a capped #5 rebar, and the **POINT OF BEGINNING**;
thence continuing S. 16° 28' 00" E. 376.33 feet, to the southeast corner of said NE1/4 NW1/4 (CN1/16 corner), being monumented by a found General Land Office brass cap;
thence along the south line of said NE1/4 NW1/4, N. 89° 35' 05" W. 614.64 feet, to a capped #5 rebar;
thence N. 00° 24' 55" E. 376.60 feet, to a capped #5 rebar, set to replace a found #4 rebar;
thence S. 89° 47' 48" E. 189.12 feet, to a #4 rebar with red plastic cap stamped "ATLAS LS PLS 10328";
thence S. 14° 31' 23" W. 249.47 feet, to a capped #5 rebar;
thence S. 89° 47' 48" E. 213.60 feet, to a capped #5 rebar;
thence N. 27° 50' 22" E. 101.04 feet, to a capped #5

rebar;

thence N. 41° 27' 37" E. 178.04 feet, to the **POINT OF BEGINNING.**

Containing 3.38 acres, more or less.

The basis of bearing for this description being the Ontario Zone of the Oregon Coordinate Reference System measuring N. 00° 07' 16" W. 1329.81 feet between found monuments at the CN1/16 and N1/4 corners of Section 16, as shown on record of survey inst. #424892, filed in book 13 of surveys at page 62, records of Payette County, fully incorporated herein by this reference.

SUBJECT to all valid outstanding reservations, easements, rights-of-way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record.

Together with all water and water rights, ditches and ditch rights, minerals and mineral leases, tenements and hereditaments, appurtenances and fixtures, easements, rights, privileges, permits and licenses thereunto belonging, in anywise appertaining or used in connection therewith, and the reversions, remainders, rents, issues and profits thereof.



ATLAS LAND SURVEYING

206 NW 9th STREET
PHONE: 208-739-3802

FRUITLAND, ID 83619
OFFICE/FAX: 208-452-6462

www.atlas-survey.com
atlas@atlas-survey.com

Boundary Description for Ashton 2018 Trust TDR Parcel (Parcel #2)

Land in Payette County, Idaho, as follows:

In Township 7 North, Range 5 West, Boise Meridian:

Section 16: That portion of the NE1/4 NW1/4, more particularly described as follows:

Commencing at the northeast corner of said NE1/4 NW1/4 (N1/4 corner), being monumented by a #5 rebar with aluminum cap;

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IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

March 03, 2022

WINEGAR FAMILY REVOCABLE TRUST
5501 FINLEY RD
FRUITLAND ID 83619-3726

ASHTON 2018 TRUST
5485 FINLEY RD
FRUITLAND ID 83619-3700

JILLYN A PHILPOT
JOSH N PHILPOT
5321 FINLEY RD
FRUITLAND ID 83619

Re: Change in Water Right Ownership: 65-12157 (Split into 65-12157 (Winegar Family Revocable Trust) and **65-24030** (Jillyn A Philpot & Josh N Philpot) **and 65-24031** (Ashton 2018 Trust)

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

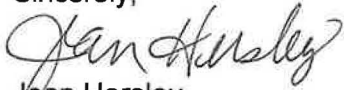
The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jean Hersley".

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

Hersley, Jean

From: j.philpot@frontier.com
Sent: Friday, May 7, 2021 7:12 PM
To: Hersley, Jean; Jillyn Philpot; j.philpot
Subject: Change in Ownership Water Right: 65-12157
Attachments: Recorded Quit Claim Deed.pdf

Hello Jean,

We spoke briefly this afternoon regarding the splitting of Water Right 65-12157.

The original owners were Charles and Norma Winegar, who have passed away. The original plot of land is now subdivided into three parcels.

One is owned by Dale Winegar, one is owned by Wayne and Debbie Ashton, and one is owned by my wife and I (Josh and Jillyn Philpot).

The parcel that we now own used to belong to Wayne and Debbie Ashton. The Ashton's now have 1.45 acres and we have 3.38 acres.

The recorded deed for our property is attached.

Please let me know if you have any additional questions. (503) 327-6670

Thank you,
Josh Philpot



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

May 03, 2021

JOSH N PHILPOT
JILLYN A PHILPOT
5485 FINLEY RD
FRUITLAND ID 83619-3700

RE: Change in Ownership Water Right No(s): 65-12157

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

 ✓ Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question. The Agreement for Sale of Real Property you provided is not a conveyance document. It is a preliminary document stating the terms and conditions for the purchase of property. . This water right is in the name of Charles R. Winegar & Norma Winegar. The Department will need the chain of title from Charles & Norma to you.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)