

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 18 2022

DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

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?
34-14246 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-14248 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-14250 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-14252 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-14328 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Randal G. Damiana and Sandra L. Damiana
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Randal G. Damiana and Sandra L. Damiana, Trustees, The Damiana Revocable Trust
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- PO Box 570 Mackay ID 83251
Mailing address City State ZIP
- (208) 554-3104 _____
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: 4-28-2021 ~~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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ 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

SUPPORT DATA
IN FILE # 34-14246

8. Signature: Randal G. Damiana Trustee 4/20/21
Signature of new owner/claimant Title, if applicable Date

Signature: Sandra L. Damiana Trustee 4/20/21
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

By Randal G. Damiana
 Received by KM Date 2-28-22 Receipt No. C112040 Receipt Amt. 125.00
 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 jh Date 03/02/2022

ACCOMMODATION

WHEN RECORDED

RETURN TO:

Jason Melville

Hawley Troxell Ennis & Hawley, LLP

P.O. Box 1617

Boise, Idaho 83701-1617

SEND TAX NOTICES TO:

The Damiana Revocable Trust

Attn: Randal G. Damiana and Sandra L. Damiana, Trustees

P.O. Box 570

Mackay, ID 83251

Instrument # 262090

CHALLIS, CUSTER, IDAHO

02-08-2022

09:39:06

No. of Pages: 4

Recorded for: ALLIANCE TITLE - BOISE PRODUCTION

Lura H. Baker

Fee: \$15.00

Ex-Officio Recorder Deputy: KW

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PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

WARRANTY DEED

GRANTOR, **Randal G. Damiana and Sandra L. Damiana**, husband and wife, do hereby REMISE, RELEASE and forever TRANSFER AND CONVEY, unto GRANTEE **Randal G. Damiana and Sandra L. Damiana, Trustees, The Damiana Revocable Trust**, dated September 28, 2020, whose current address is P.O. Box 570, Mackay, ID 83251, and to Grantee's successors and assigns, all of Grantors' right, title and interest in and to the real property situated in Custer County, Idaho, more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER with all mineral, oil, natural gas, water and other rights running with the land, as well as all rights, tenements, hereditaments and appurtenances there unto belonging.

SUBJECT to all encumbrances, easements, reservations of oil, gas, and minerals, all present and subsequent years' taxes, levies and assessments, all rights reserved in federal patents and state deeds or in acts authorizing the issuance thereof, all building and zoning regulations and ordinances of any governmental unit, and all encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records, and other matters of record running with said land.

And Grantors and their successors and assigns shall and will warrant and by these presents will forever defend the premises in the quiet and peaceable possession of Grantee, Grantee's successors and assigns, against Grantors and their successors and assigns and against all and every person or persons whomsoever, lawfully claiming the same. However, the foregoing warranties and obligations to defend are limited to the extent Grantors have title insurance coverage or are entitled to claim coverage by any predecessor in interest of Grantors, if any, and to the extent such claims and expenses are covered by such title insurance or are actually recovered from such predecessor in interest, net of any costs of recovery, including attorney fees

ACCOMMODATION

Recorded Electronically	
ID	262090
County	Custer
Date	2-8-22 Time 9:39 AM
SimpleFile.com 800.460.5857	

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Jason Melville
Hawley Troxell Ennis & Hawley, LLP
P.O. Box 1617
Boise, Idaho 83701-1617

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and costs. In no event shall Grantors incur any liability to Grantee, or to Grantee's successors or assigns, for liabilities, costs or expenses not covered by title insurance, if any, for amounts which exceed any such title insurance coverage, if any, or are actually recovered from any predecessor in interest, net of any costs of recovery, including attorney fees and costs.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument this 10 day of April, 2021 ~~1~~ ~~AD~~

Randal G. Damiana
Randal G. Damiana
Sandra L. Damiana
By Power of Attorney
Randal G. Damiana
Sandra L. Damiana

STATE OF IDAHO)
: ss.
County of Custer)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public, personally appeared **Randal G. Damiana** and **Sandra L. Damiana**, known to me 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.

SEE ATTACHED ARIZONA CERTIFICATE
Notary Public for Idaho
Residing at: _____
My commission expires: _____

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of ARIZONA
County of YAVAPAI } ss.

On this the 28 day of APRIL, 2021, before me,
Day Month Year

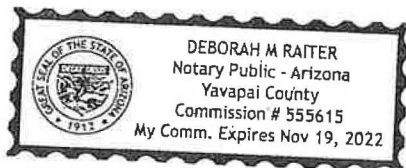
DEBORAH M. RAITER, the undersigned Notary Public,
Name of Notary Public *AND IN HIS CAPACITY AS POWER OF ATTORNEY FOR SANDRA L. DAMIANA*
personally appeared RANDAL G. DAMIANA INDIVIDUALLY,
Name(s) of Signer(s)

☐ personally known to me – OR –

☒ proved to me on the 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 for the purposes therein stated.

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

DEBORAH M RAITER

COMMISSION EXPIRES: 11/19/2022

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

Place Notary Seal/Stamp Above

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: WARRANTY DEED

Document Date: 4-28-2021 Number of Pages: 3

Signer(s) Other Than Named Above: NONE

EXHIBIT A

COMMENCING AT THE E $\frac{1}{4}$ CORNER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 24 E.B.M., CUSTER COUNTY, IDAHO, THENCE N. 89°47'54" W. 2254.82 FEET TO A POINT ON THE EAST BANK OF BIG LOST RIVER AND THE POINT OF BEGINNING; THENCE N. 19°52'04" E. 725.77 FEET TO THE SW CORNER OF THE GARY TETHEROW PROPERTY RECORDED IN RECORDS OF CUSTER COUNTY, IDAHO, AS INSTRUMENT NO. 160072; THENCE N. 57°30' W. 512 FEET ALONG SAID TETHEROW LAND; THENCE N. 12°53' W. 139 FEET ALONG SAID PROPERTY; THENCE N. 84°02' E. 923 FEET, MORE OR LESS, TO THE NE CORNER THEREOF; THENCE NORTHEASTERLY 37 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. 93; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH LINE OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$, SAID SECTION 34; THENCE WEST ON SAID NORTH LINE OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$ TO THE NW CORNER OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$; THENCE SOUTH ON THE WEST LINE OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$ TO THE NORTH BANK OF SAID BIG LOST RIVER; THENCE IN A SOUTHEASTERLY DIRECTION MEANDERING SAID RIVER TO THE POINT OF BEGINNING.

ACCOMMODATION

WHEN RECORDED

RETURN TO:

Jason Melville

Hawley Troxell Ennis & Hawley, LLP

P.O. Box 1617

Boise, Idaho 83701-1617

SEND TAX NOTICES TO:

The Damiana Revocable Trust

Attn: Randal G. Damiana and Sandra L. Damiana, Trustees

P.O. Box 570

Mackay, ID 83251

Instrument # 262091

CHALLIS, CUSTER, IDAHO

02-08-2022 09:39:06

No. of Pages: 4

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Lura H. Baker

Fee: \$15.00

Ex-Officio Recorder Deputy: KW

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WARRANTY DEED

GRANTOR, Randal G. Damiana and Sandra L. Damiana, husband and wife, do hereby REMISE, RELEASE and forever TRANSFER AND CONVEY, unto GRANTEE Randal G. Damiana and Sandra L. Damiana, Trustees, The Damiana Revocable Trust, dated September 28, 2020, whose current address is P.O. Box 570, Mackay, ID 83251, and to Grantee's successors and assigns, all of Grantors' right, title and interest in and to the real property situated in Custer County, Idaho, more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER with all mineral, oil, natural gas, water and other rights running with the land, as well as all rights, tenements, hereditaments and appurtenances there unto belonging.

SUBJECT to all encumbrances, easements, reservations of oil, gas, and minerals, all present and subsequent years' taxes, levies and assessments, all rights reserved in federal patents and state deeds or in acts authorizing the issuance thereof, all building and zoning regulations and ordinances of any governmental unit, and all encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records, and other matters of record running with said land.

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IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument this 18 day of APRIL, 2021 *TPD*

Randal G. Damiana
Sandra L. Damiana
By Power of Attorney
Randal G. Damiana
Sandra L. Damiana

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public, personally appeared **Randal G. Damiana** and **Sandra L. Damiana**, known to me 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.

SEE ATTACHED ARIZONA CERTIFICATE
Notary Public for Idaho
Residing at: _____
My commission expires: _____

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of ARIZONA }
County of YAVAPAI } ss.

On this the 28th day of April, 2021, before me,
Day Month Year

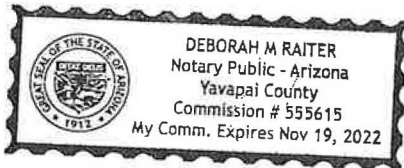
DEBORAH M. RAITER, the undersigned Notary Public
Name of Notary Public *AND IN HIS CAPACITY AS POWER OF ATTORNEY FOR*
personally appeared RANDAL G. DAMIANI INDIVIDUALLY, SANDRA L. DAMIANI,
Name(s) of Signer(s)

☐ personally known to me – OR –

☒ proved to me on the 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 for the purposes
therein stated.

WITNESS my hand and official seal.



Place Notary Seal/Stamp Above

[Signature]
Signature of Notary Public

DEBORAH M. RAITER

COMMISSION EXPIRES: 11/19/2022

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

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Completing this information can deter alteration of the document or fraudulent reattachment
of this form to an unintended document.

Description of Attached Document

Title or Type of Document: WARRANTY DEED
Document Date: 4-28-2021 Number of Pages: 3
Signer(s) Other Than Named Above: NONE

EXHIBIT A

PART OF THE NE¼ SECTION 34, TOWNSHIP 7 NORTH, RANGE 24 E.B.M. CUSTER COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34 WHICH IS MONUMENTED WITH A CUSTER COUNTY ALUMINUM CAP, FROM WHICH THE NORTHWEST CORNER OF SECTION 34 BEARS S. 89°14'12" W. 5,284.22 FEET AND IS ALSO MONUMENTED WITH A CUSTER COUNTY ALUMINUM CAP; THENCE S. 89°14'12" W. 2,016.01 FEET ALONG THE NORTH LINE OF SECTION 34; THENCE S. 00°45'48" E. 1,097.95 FEET TO THE INTERSECTION OF THE CENTERLINE OF AN IRRIGATION DITCH AND THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 93 AND THE POINT OF BEGINNING.

THENCE S. 62°29'48" E. 425.94 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE P.C. OF A CURVE TO THE RIGHT;

THENCE SOUTHEASTERLY 218.89 FEET ALONG A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 05°35'12" WITH A RADIUS OF 2,244.87 FEET AND A LONG CHORD THAT BEARS S. 59°42'12" E. 218.80 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE S. 19°51'30" W. 15.45 FEET;

THENCE N. 87°44'12" W. 873.45 FEET ALONG AN EXISTING FENCE LINE;

THENCE N. 87°57'20" W. 74.54 FEET CONTINUING ALONG SAID FENCE;

THENCE N. 15°09'32"E. 150.94 FEET TO THE CENTERLINE OF AN IRRIGATION DITCH;

THENCE ALONG THE CENTERLINE OF SAID DITCH THE FOLLOWING COURSES:

THENCE N. 72°17'59" E. 80.92 FEET;

THENCE N. 67°48'42" E. 62.09 FEET;

THENCE N. 64°35'20" E. 40.77 FEET;

THENCE N. 58°57'44" E. 65.12 FEET;

THENCE N. 62°55'37" E. 28.24 FEET;

THENCE N. 71°27'30" E. 37.96 FEET;

THENCE N. 75°44'59" E. 59.82 FEET TO THE POINT OF BEGINNING .

ACCOMMODATION

WHEN RECORDED

RETURN TO:

Jason Melville
Hawley Troxell Ennis & Hawley, LLP
P.O. Box 1617
Boise, Idaho 83701-1617

SEND TAX NOTICES TO:

The Damiana Revocable Trust
Attn: Randal G. Damiana and Sandra L. Damiana, Trustees
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Instrument # 262092

CHALLIS, CUSTER, IDAHO

02-08-2022

09:39:06

No. of Pages: 4

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Lura H. Baker

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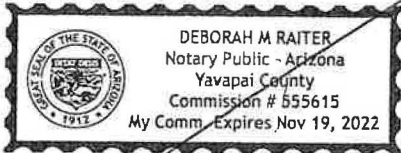
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Randal G. Damiana
Randal G. Damiana
Sandra L. Damiana
By Power of Attorney
Randal G. Damiana
Sandra L. Damiana

(712) ARIZONA
STATE OF ~~IDAHO~~)
: SS.

(170) County of ~~Custer~~)
~~Yavapai~~

On this 28th day of APRIL, 2021, before me, the undersigned, a Notary Public, personally appeared **Randal G. Damiana** and **Sandra L. Damiana**, known to me 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.



[Signature]
Notary Public for Idaho
Residing at: Yavapai County
My commission expires: 11/19/2022

SEE ATTACHED ARIZONA CERTIFICATE.

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of ARIZONA }
County of Yavapai } ss.

On this the 28th day of April, 2021, before me,
Day Month Year

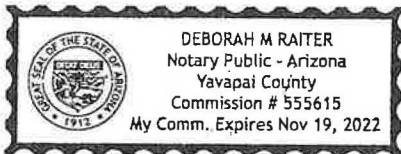
Deborah M. Raiter, the undersigned Notary Public,
Name of Notary Public *AND in his capacity as
POWER OF ATTORNEY FOR*
personally appeared RANDAL G. DAMIANA INDIVIDUALLY SANDRA L. DAMIANA,
Name(s) of Signer(s)

☐ personally known to me – OR –

☒ proved to me on the 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 for the purposes
therein stated.

WITNESS my hand and official seal.



Place Notary Seal/Stamp Above

[Signature]
Signature of Notary Public

DEBORAH M RAITER

COMMISSION EXPIRES: 11/19/2022

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

*This section is required for notarizations performed in Arizona but is optional in other states.
Completing this information can deter alteration of the document or fraudulent reattachment
of this form to an unintended document.*

Description of Attached Document

Title or Type of Document: WARRANTY DEED

Document Date: 4-28-2021 Number of Pages: 3

Signer(s) Other Than Named Above: NONE

EXHIBIT A

Parcel 1:

Part of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 34, Township 7 North, Range 24 East B.M., Custer County, Idaho described as: Commencing at the NE corner of Section 34 which is marked by a 5/8" rebar and aluminum cap marked Custer County P.L.S. 4107; thence S. 89°14'12" W. 2642.11 FEET TO THE N $\frac{1}{4}$ corner of Section 34 from which the NW corner of Section 34 bears S. 89°14'12" W. 2642.11 feet and is marked with a 5/8" rebar and aluminum cap marked Custer County P.L.S. 4107; thence S. 00°28'40" E. 1402.80 feet along the West line of the East $\frac{1}{2}$ of Section 34 to a fence line; thence N. 52°02'38" E. 29.82 feet along said fence line to a 1/2" rebar and plastic cap marked P.L.S. 5360; thence S. 89°32'09" E. 186.96 feet along said fence to a 1/2" rebar and plastic cap marked P.L.S. 5360; thence N. 07°02'27" E. 13.18 feet along said fence line to a 1/2" rebar and plastic cap marked P.L.S. 5360; thence S. 87°57'20" E. 105.67 feet along said fence line to a 1/2" rebar and plastic cap marked P.L.S. 5360 and the POINT OF BEGINNING. Thence S. 87°44'12" E. 873.45 feet to a 1/2" rebar and plastic cap marked P.L.S. 5360 said point being on the Westerly line of lands of Harold C. Lambert; thence S. 19°51'30" W. 429.93 feet to the SW corner of said lands being marked with a 1/2" rebar and plastic cap marked P.L.S. 5360; thence S. 81°10'32" W. 322.12 feet along the Northerly line of the lands of Max and Charlotte Walls to the NW corner thereof; thence S. 19°51'16" W. 10.93 feet along the Westerly line of said lands to the Southeasterly extension of an existing fence line; thence N. 49°40'47" W. 519.82 feet along said fence line to a 1/2" rebar and plastic cap marked P.L.S. 5360; thence N. 02°57'15" W. 162.41 feet along said fence line to the POINT OF BEGINNING.

Parcel 2:

Together with the following described Ingress-Egress Easement;

Part of the South $\frac{1}{2}$ NE $\frac{1}{4}$ Section 34 Township 7 North Range 24 East B.M. Custer County, Idaho described as:

Commencing at the NE corner of Section 34 which is marked with a 5/8" rebar and aluminum cap marked Custer County P.L.S. 4107; thence S. 89°14'12" W. 1470.53 feet along the Section line from which the NW corner of Section 34 bears S. 89°14'12" W. 3813.69 feet and is marked with a 5/8" rebar marked Custer County P.L.S. 4107; thence S. 00°45'48" E. 1401.19 feet to the POINT OF BEGINNING. Said point of beginning being on a curve on the Southerly Right of Way line of U.S. Highway No. 93 whose center bears S. 32°33'58" W. 2244.87 feet; thence Southeasterly 20.53 feet along a curve to the Right (Curve Data, Delta...00°31'26", Radius...2244.87 feet, Chord Bearing...S. 57°10'19" E. 20.53 feet) to the NW corner of the Lands of Harold C. Lambert; thence S. 19°51'30" W. 445.38 feet (of record 480') to the SW corner of said Lands; thence S. 81°10'32" W. 322.12 feet along the Northerly line of the Lands of Max & Charlotte Walls; thence S. 19°51'16" W. 391.20 feet to the SW corner of said Lands of Max & Charlotte Walls; thence N. 55°36'53" W. 20.66 feet on a Westerly extension of the South line of said Lands; thence N. 19°51'16" E. 397.87 feet; thence N. 81°10'32" E. 322.12 feet; thence N. 19°51'30" E. 438.13 feet to the POINT OF BEGINNING.

DURABLE GENERAL POWER OF ATTORNEY
OF
SANDRA LEE DAMIANA

I, SANDRA LEE DAMIANA, also known as SANDRA L. DAMIANA, SANDRA DAMIANA and as SANDY DAMIANA, as principal, of Mackay, Idaho, revoke all prior durable non-medical general powers of attorney and sign this durable general power of attorney.

I. RECITALS

A. DESIGNATION OF AGENT. I designate my spouse, RANDAL GENE DAMIANA, as my true and lawful agent (subsequently called "agent").

B. EFFECTIVE DATE AND DURABILITY. This instrument is a durable power of attorney and shall be effective as of its date, shall be effective throughout my lifetime, and shall not be affected by my disability. The authority of agent is exercisable notwithstanding my later disability or incapacity or later uncertainty as to whether I am dead or alive. The validity of this instrument shall not be diminished by the passage of time from the date of its execution by me, it being my intent that it remain in full force and effect until revoked by me.

C. SUBSTITUTE AGENT OR AGENTS. At such time or times as my spouse is unable to act as agent, due to my spouse's death, incapacity or resignation, I appoint ALEX DAMIANA as my substitute agent under this instrument. If ALEX DAMIANA is unable to act as agent, due to agent's death, incapacity or resignation, I appoint SHANA ARMENTANO as my substitute agent under this instrument. References in this instrument to "agent" shall include any substitute agent.

(1) Any agent or substitute agent may execute and deliver an affidavit that any other agent or substitute agent is unable to act. Any such affidavit shall be conclusive evidence insofar as third parties are concerned of the facts set forth in the affidavit, and any person acting in reliance on any such affidavit shall incur no liability to me or to my estate because of such reliance.

(2) Any agent shall be deemed to be unable to act under this instrument if he or she dies, declines to act, resigns, is removed, becomes incapacitated, unexplainedly disappears, or is otherwise unable to act.

(3) At any time that no successor or substitute agent is named in this instrument, the then-acting agent may appoint a successor or substitute agent.

II. AUTHORIZATION AND AGENT'S POWERS

A. AUTHORIZATION TO ACT ON PRINCIPAL'S BEHALF.

(1) I authorize agent to ask, demand, sue for, recover, collect and receive each and every sum of money, debt, account, legacy, bequest, interest dividend, annuity and demand (which

now is or hereafter shall become due, owing or payable) belonging to or claimed by me, and to use and take any lawful means for the recovery thereof by legal process or otherwise, and to execute and deliver a satisfaction or release therefor, together with the right and power to compromise or compound any claim or demand.

(2) I authorize agent to exercise any or all of the following powers as to real property, any interest therein and/or any building thereon: To contract for, purchase, receive and take possession thereof and of evidence of title thereto; to lease the same for any term or purpose, including leases for business, residence, and oil and/or mineral developments; to sell, exchange, grant or convey the same with or without warranty; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement.

(3) I authorize agent to exercise any or all of the following powers as to all kinds of personal property and goods, wares and merchandise, choses in action and other property in possession or in action: To contract for, buy, sell, exchange, transfer and in any legal manner deal in and with the same; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement.

(4) I authorize agent to borrow money and to execute and deliver negotiable or non-negotiable notes therefor with or without security; and to loan money and receive negotiable or non-negotiable notes therefor with such security as said agent shall deem proper.

(5) I authorize agent to represent and vote stock, exercise stock rights, accept and deal with any dividend, distribution or bonus, join in any corporation formation, financing, reorganization, merger, liquidation, consolidation or other action and the extension, compromise, conversion, adjustment, enforcement or foreclosure, singly or in conjunction with others, of any corporate stock, bond, note, debenture or other security; to compound, compromise, adjust, settle and satisfy any obligation, secured or unsecured, owing by or to me and to give or accept any property and/or money whether or not equal to or less in value than the amount owing in payment, settlement or satisfaction thereof.

(6) I authorize agent to transact business of any kind or class and to sign, execute, acknowledge and deliver any deed, lease, assignment of lease, covenant, indenture, indemnity, agreement, mortgage, deed of trust, assignment of mortgage or of the beneficial interest under deed of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, bottomry, charter-party, bill of lading, bill of sale, bill, bond, note, whether negotiable or non-negotiable, receipt, evidence of debt, full or partial release of satisfaction of mortgage, judgment and other debt, request for partial or full reconveyance of deed of trust and such other instruments in writing of any kind or class as may be necessary or proper in the premises.

(7) I authorize agent to open, maintain, transfer or close any accounts, checking or savings, personal or commercial, at any credit union or federally or state chartered banks or savings and loan, and to make additions thereto or withdrawals therefrom.

(8) I authorize agent to purchase (for my sole account) United States of America treasury bonds of the kind which are redeemable at par in payment of federal estate taxes, to borrow money and obtain credit in my name from source for such purpose (in connection therewith, to make, execute, endorse and deliver any and all necessary or desirable promissory notes, bills of exchange, drafts, agreements and/or other obligations and, as security therefor, to pledge, mortgage and assign any stock, bonds, insurance values, securities and/or other properties (real, personal and/or mixed) which I may own or in which I may have an interest), and to arrange for the safekeeping and custody of any such treasury bonds.

(9) I authorize agent to make, verify and file federal, state and/or local income, gift and/or other tax returns of all kinds, claims for refund, requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and/or any and all other tax related documents, including receipts, offers, waivers, consents, powers of attorney, closing agreements and other documents of all kinds without limit, and generally to act on behalf of me in all tax matters of all kinds and for all periods before all officers of the Internal Revenue Service and/or any other taxing authority, including receipt of confidential information, and to cause me to be represented in any and all such proceedings.

(10) I authorize agent to (i) access, use and control my digital devices, including desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device which currently exists or may exist as technology develops for the purpose of accessing, modifying, deleting, controlling, or transferring my digital assets; (ii) access, modify, delete, control and transfer my digital assets, including my emails received and sent, email accounts, digital music, digital photographs, digital videos, professional papers in electronic form, word processing documents, any and all material stored electronically in the cloud or on any websites, software licenses, social network accounts, file sharing accounts, financial accounts, banking accounts, tax preparation service accounts, and similar digital items which currently exist or may exist as technology develops and (iii) obtain, access, modify, delete and control my passwords and other electronic credentials associated with my digital devices and digital assets described in this paragraph.

(11) I authorize agent to renounce and disclaim interests and powers, and to release and exercise powers of appointment.

(12) I authorize agent to delegate authority, in writing, granted in this instrument to others, individual or corporate, on such terms and guidelines as agent deems reasonable.

(13) I authorize agent to create, revoke or amend rights of survivorship, including the creation of joint tenancy arrangements for real or personal property, consistent with my estate plan.

(14) I authorize agent to waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

(15) I authorize agent to exercise (I) a power held by me in a fiduciary capacity; or (II) a power to nominate, appoint, or remove a fiduciary or to consent, veto, or otherwise participate in the designation or changing of a fiduciary; or (III) a power to direct a fiduciary in the exercise

of a power of the fiduciary with respect to property subject to the fiduciary relationship, including, but not limited to, a power to direct investments, or to consent, veto, or otherwise participate in controlling the exercise of such a power.

(16) In addition to the general authority to operate a business described in I.C. §15-12-209, I authorize agent to exercise on my behalf authority I have as a shareholder, member, partner, or manager of a corporation, partnership, limited liability company, or other entity.

(17) I have pets living in my home. If I am unable to care for my pets for any reason, I direct agent to pay all expenses associated with my pets' care including feeding, dog walking, veterinary costs, kennel charges and grooming. I also direct agent to arrange for the care of my pets during any period I am unable to care for them, and to contact the following individuals who are willing and able to act to care for my pets: Alex. If none of the individuals named are willing and able to care for my pets, then I direct agent to make other arrangements for their care as agent deems appropriate.

(18) I authorize agent to make payments from time to time to or for the benefit of any one or more of my family members or others who have a close relationship to me, for their reasonable support needs, but only to the extent that I was supporting them, and only so long as agent is reasonably convinced that my remaining assets will always be sufficient to provide for me in the manner to which I have become accustomed.

(19) I authorize agent to exercise or perform any act, power, duty, right, or obligation that is not specifically enumerated above but that is described in the "Uniform Power of Attorney Act," Idaho Code §15-12-101, *et seq.*, or in any successor Idaho statute. The general powers granted to agent are listed in Idaho Code §15-12-204 through 217. General implementation of authority granted to agent is described in Idaho Code §15-12-201(5) (such as the grant of broader authority controls) and Idaho Code §15-12-203.

B. GIFTS. I authorize agent to make gifts in equal or unequal proportions to or for the benefit of any one or more of the group comprising my spouse, my descendants (including any such potential donee who is acting as agent) and those charitable organizations, if any, to which I may have made or may hereafter make contributions, or their successors, so long as agent is reasonably convinced that my remaining assets will always be sufficient to provide for me in the manner to which I have become accustomed, taking into account the possibility that illness, disability, or advancing age may increase the funds required to so provide for me.

(1) Such gifts may be made in such amounts and at such times as will minimize income taxes payable during my life and estate or other death taxes, or generation-skipping transfer taxes, payable at my death, and may exceed the gift tax annual exclusion amount (including the payment of tuition or medical expenses to the extent that such expenses do not constitute taxable gifts for federal gift tax purposes), except that gifts by the agent to the agent that are authorized in this instrument shall be limited to amounts determined to be advisable for the agent's health, education, maintenance and support in his or her accustomed manner of living.

(2) I authorize agent to split gifts for federal gift tax purposes with my spouse to the extent agent deems appropriate.

(3) With respect to the making of gifts pursuant to the standards set out above in this paragraph, I encourage but do not require agent to review my records, including but not *limited* to my income or gift tax returns, to determine which beneficiaries I have supported in the past and to consider the desirability of continuing my prior pattern of giving.

(4) If I have made a will or a memorandum disposition that is effective on my death with respect to any of my tangible personal property, I hereby grant to agent the power during my lifetime to transfer and deliver any such property to the donee or donees designated in the will or memorandum, as if I were then deceased. This power shall be exercised only if agent in good faith determines that I am so incapacitated that I am unable effectively to make decisions concerning my tangible personal property, that I am unlikely to recover so as to be able effectively to make such decisions, that the property to be transferred and delivered cannot feasibly be used for my comfort in my place of residence, and that the property or its net sale proceeds are not necessary to provide for me in the manner to which I have become accustomed.

(5) I authorize agent to make gifts as agent deems appropriate to qualify me for benefits from governmental programs or civil or military service.

C. ESTATE PLANNING POWERS. The powers in this section shall be exercised by agent consistent with my estate plan, and I authorize my attorney to disclose copies of my current estate planning documents to agent to accomplish this result.

(1) I authorize agent at any time, and from time to time, to create a trust or trusts, revocable or irrevocable, for my behalf or for the benefit of my beneficiaries with ultimate dispositive provisions substantially similar to those of my existing will or revocable trust or with ultimate dispositive provisions in favor of the personal representative of my estate.

(2) I authorize agent at any time, and from time to time, to transfer any property, real or personal, tangible or intangible, now owned or hereafter acquired by me, to the person, bank, or trust company then serving as the trustee of any such trust, or the trustee of the DAMIANA REVOCABLE TRUST created by me and my spouse as settlors by instrument dated September 18, 2020, as amended from time to time (the "Revocable Trust"), to be held, administered, and disposed of by the trustee in accordance with the terms of the trust instrument.

(3) I authorize agent at any time, and from time to time, to revoke or amend any such trust, and to revoke or amend the Revocable Trust, or to remove property from such trust, consistent with the terms of the trust instrument and my estate plan.

(4) I authorize agent to direct the trustee of such trust, or the trustee of the Revocable Trust, to distribute income and principal from the trust to agent for my behalf.

D. **ENABLING POWERS.** With respect to any of the foregoing acts, to do and perform all, any and/or every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, including (without limitation) authority to enter into oral and/or written agreements and to execute, acknowledge and deliver any stock power, deed and/or other written instrument of any kind. The powers and authority hereby conferred upon said agent shall be applicable to all real and personal property or interests therein now owned or hereafter acquired by me in whatever capacity, whether as an individual, joint tenant, tenant in common, partner, joint venturer, stockholder, member, trustee or otherwise, or any community property interest, and wherever situated.

E. **LIMITATIONS ON POWERS.**

(1) Notwithstanding any other provision of this instrument, agent shall have no rights or powers with respect to any policy of insurance, owned by me, insuring the life of agent.

(2) As and to the extent required by applicable statute, in exercising any powers granted to agent in this instrument agent shall take my estate plan into account, insofar as it is known to agent, and shall attempt to preserve my estate plan.

(3) Agent may not exercise any power under this instrument to benefit agent, agent's estate, agent's creditors, or the creditors of agent's estate, except that agent may make gifts or change beneficiary designations, exercise powers of appointment, or create joint tenancies, as authorized in this instrument.

III. LEGAL AND ADMINISTRATIVE POWERS AND PROVISIONS

A. **RATIFICATION.** I hereby ratify and confirm all that agent shall do or cause to be done by virtue hereof and all documents of any kind (without limitation) executed and/or delivered by agent shall bind me and my heirs, distributees, legal representatives, successors and assigns.

B. **INDUCEMENT.** For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent and/or other party to act in accordance with the powers granted in this power of attorney, the principal hereby represents, warrants and agrees that if this power of attorney is terminated for any reason whatsoever, the principal and the principal's heirs, distributees, legal representatives, successors and assigns will save such party or parties harmless from any loss suffered or liability incurred by such party or parties in acting in accordance with this power of attorney prior to such party's or parties' receipt of written notice of any such termination.

C. **INTERPRETATION.** This instrument is to be construed and interpreted as a general rather than as a limited power of attorney. The enumeration of specific powers in this instrument is not intended to, nor does it, limit or restrict the general powers granted to my agent in this instrument.

D. **ATTORNEY'S REPRESENTATION OF AGENT.** I have great trust and confidence in agent. I believe that agent and I have a common purpose in providing for my support in the event

of my incapacity. Therefore, in addition to the general authority granted above for my attorney to disclose my estate planning documents to agent, and to avoid unnecessary legal expense, I also authorize my attorney to discuss matters with agent if my attorney determines that joint representation of me and agent is appropriate or permitted. This grant of authority should not be interpreted as restricting agent from selecting an attorney of agent's choice.

E. **HIPAA PROTECTED HEALTH INFORMATION AUTHORIZATION.** Agent acting under this instrument has authority to pay for my healthcare. Accordingly, I confirm that agent is my personal representative for this purpose (paying for healthcare), relating to my protected health information, pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations thereunder, in particular, 45 C.F.R. §164.502(g)(1) and (2), and under Idaho state law, C.R.S. §15-14-709(4).

F. **CONSERVATORSHIP MATTERS.** I anticipate that the execution and delivery of this instrument will eliminate any need to have a court appoint a conservator for me. Nonetheless, agent may petition a court of competent jurisdiction to have agent, or agent's nominee, appointed as my conservator. If an action is commenced to have a conservator appointed for me, whether by agent or by any other person or institution, I nominate agent, or agent's nominee, to serve as my conservator.

G. **THIRD-PARTY RELIANCE.** Third parties may rely on the representations of agent as to all matters relating to any power granted to agent. In particular, agent may execute and deliver a certification that this instrument is in full force and effect and that agent is authorized to act under it. Agent may also, in agent's discretion, prepare and attach to this instrument or to any such certification a list of some or all of the assets then subject to this instrument.

H. **RELEASE OF LIABILITY.** No person or institution relying in good faith on any representations of, or authority granted to, agent shall be liable to me, or to my estate, heirs, devisees, or assigns, for permitting or recognizing the exercise by agent of any power so authorized, nor shall agent be liable to me, my estate, or any other person for the good faith exercise of any power so authorized.

I. **AGENT ACCEPTANCE.** I direct that unless and until agent takes any affirmative action on my behalf under this instrument, agent shall not be considered to have accepted the office and fiduciary duties of agent. Signing an "Acceptance" form with an example signature shall not, by itself, be considered acceptance of the office by agent.

J. **COUNTERPARTS AND COPIES.** Each executed counterpart original of this instrument, and any copy of this instrument showing my signature shall have the force and effect of an original.

K. **GOVERNING LAW.** This instrument is executed and delivered in the State of Idaho and is to be construed pursuant to the laws of this state. I intend that this instrument be recognized to the fullest extent possible by third parties and courts in other states.

L. SEVERABILITY. If for any reason any provision of this instrument is determined not to be legally binding, that provision shall be deemed to be severable, and all remaining provisions of this instrument shall be deemed to be legally binding to the greatest extent possible.

IN WITNESS WHEREOF, I, as principal, have duly executed this instrument on this day of Nov 4, 2020.

Sandra Lee Damiana
SANDRA LEE DAMIANA

Principal's State of Residence: IDAHO

STATE OF IDAHO)
COUNTY OF Custer) ss.

On this 6th day of November, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared SANDRA LEE DAMIANA, the principal, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the principal executed the same.

WITNESS my hand and official seal.

My commission expires: 2-25-2021.

Terri Pritchett
Notary Public

[SEAL]



ACCEPTANCE BY AGENT

The undersigned agrees to accept the office and fiduciary duties of agent on behalf of the principal and provides the agent's example signature below.

Date Nov 6, 2020 
Agent's signature

APPOINTMENT OF SUBSTITUTE AGENT AND/OR DELEGATION OF DUTIES

The undersigned agent has authority to appoint a substitute agent and to delegate authority. The undersigned agent appoints Alex DAMIANA to act as agent on behalf of the principal with respect to the following specific duties, and/or for the following period of time: _____

Date 11/21/20 
Agent's signature

**AGENT'S CERTIFICATION AS TO THE VALIDITY OF
POWER OF ATTORNEY AND AGENT'S AUTHORITY**

STATE OF IDAHO)

County of CUSTER) ss.

I, RANDAL DAMIANA (Name of agent), certify under penalty of perjury that
SANDRA LEE DAMIANA, (Name of principal), granted me authority as an agent or successor agent in a
power of attorney dated 11/20/20.

I further certify that to my knowledge:

(1) The principal is alive and has not revoked the power of attorney or my authority to act under
the power of attorney, and the power of attorney and my authority to act under the power of attorney have
not terminated;

(2) If the power of attorney was drafted to become effective upon the happening of an event or
contingency, the event or contingency has occurred;

(3) If I was named as a successor agent, the prior agent is no longer able or willing to serve; and

(4) _____

(Insert other relevant statements)

SIGNATURE AND ACKNOWLEDGMENT

Randall Damiana
Agent signature RANDAL G DAMIANA

11/20/20
Date

SANDRA LEE DAMIANA
Agent's name printed

4277 No US Hwy 93 Malheur ID 83251
Agent's address

Agent's telephone number (208) 589-0684

This document was acknowledged before me on November 20 2020 (Date)
by RANDAL DAMIANA, Agent.

Witness my hand and official seal.



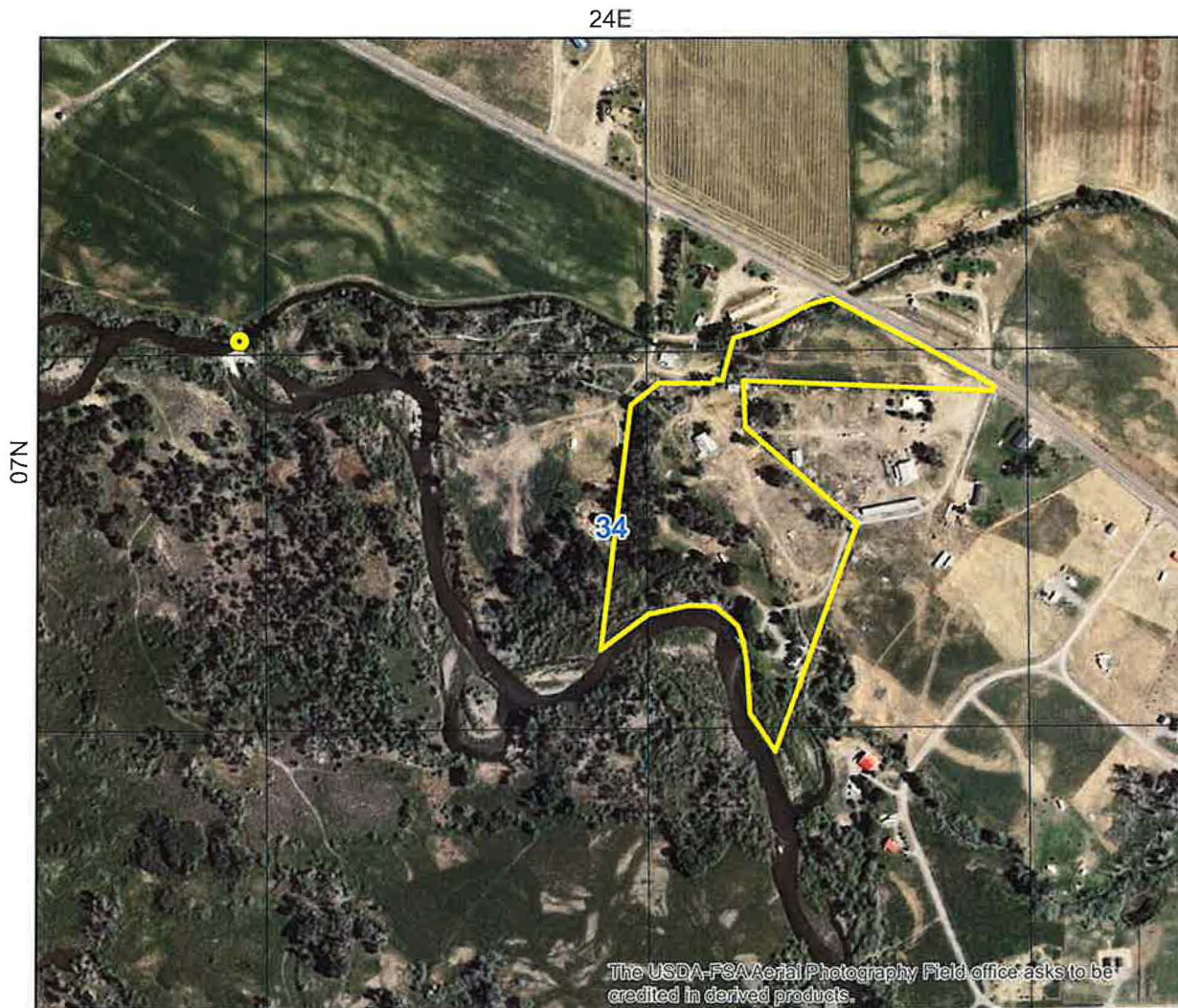
Terri Pritchett
Notary Public

State of Idaho
Department of Water Resources

Water Right 34-14246

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.075 0.15 0.3 Miles

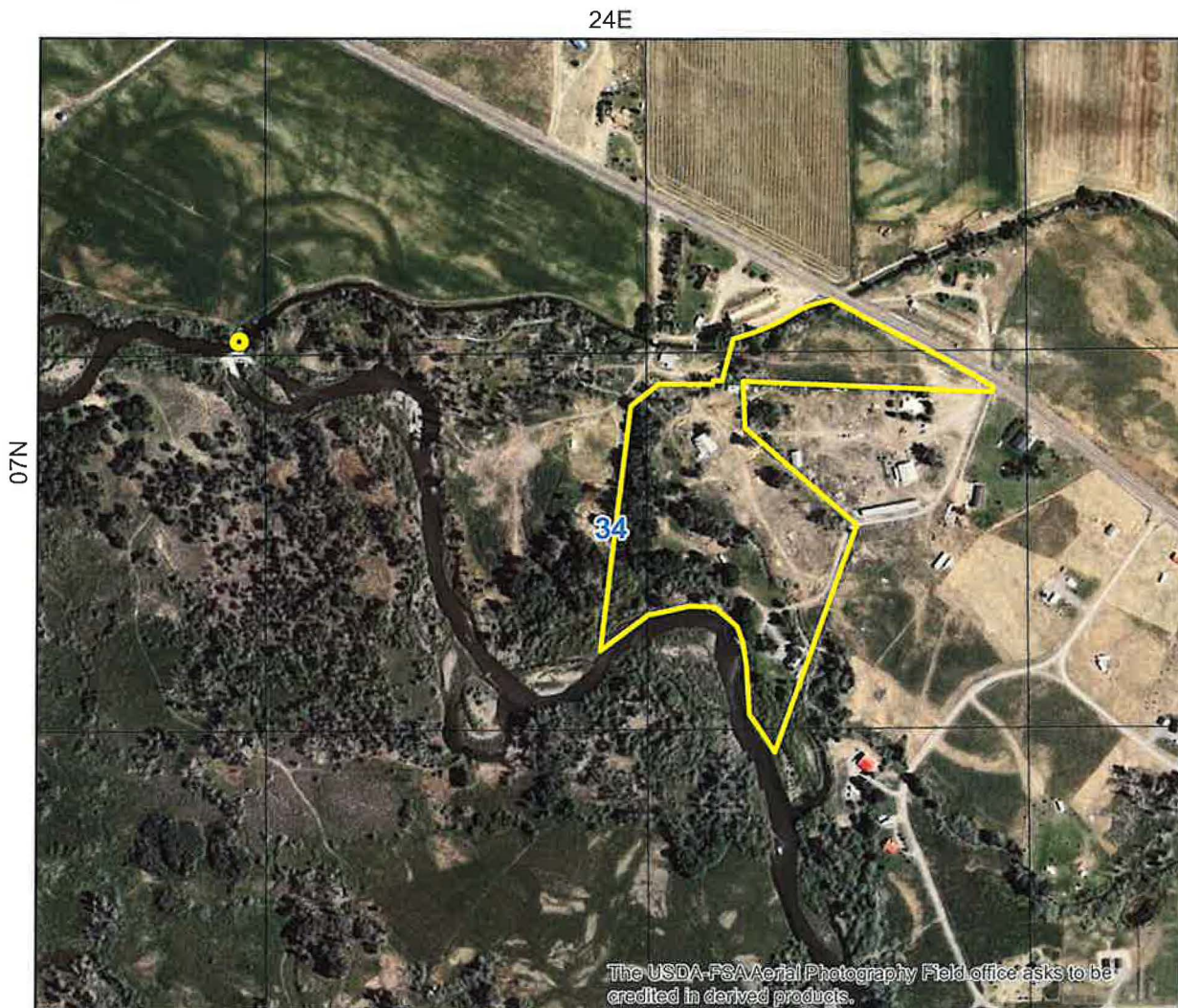


State of Idaho
Department of Water Resources

Water Right
34-14248

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.075 0.15 0.3 Miles

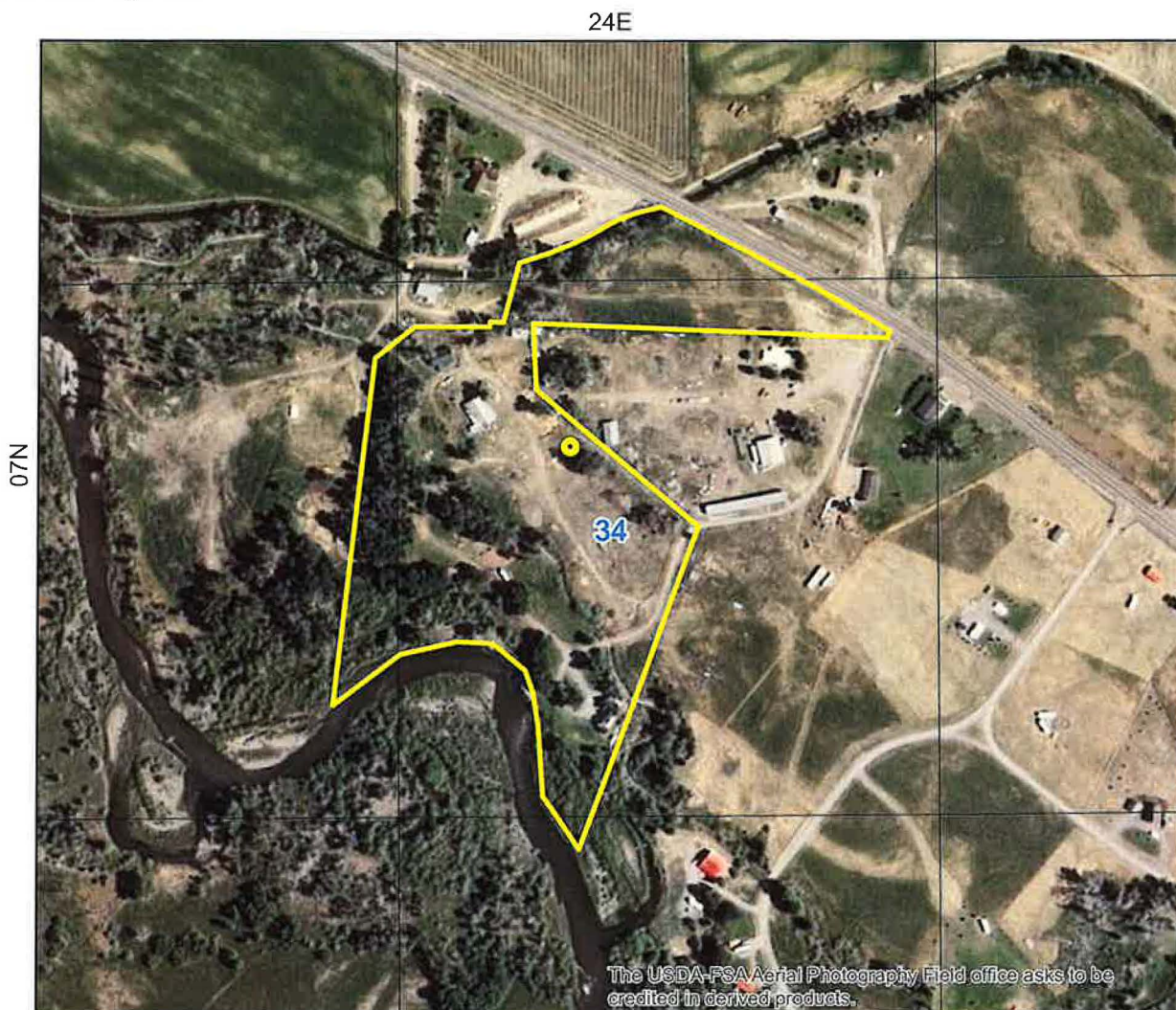


State of Idaho
Department of Water Resources

Water Right 34-14250

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

0 0.05 0.1 0.2 Miles



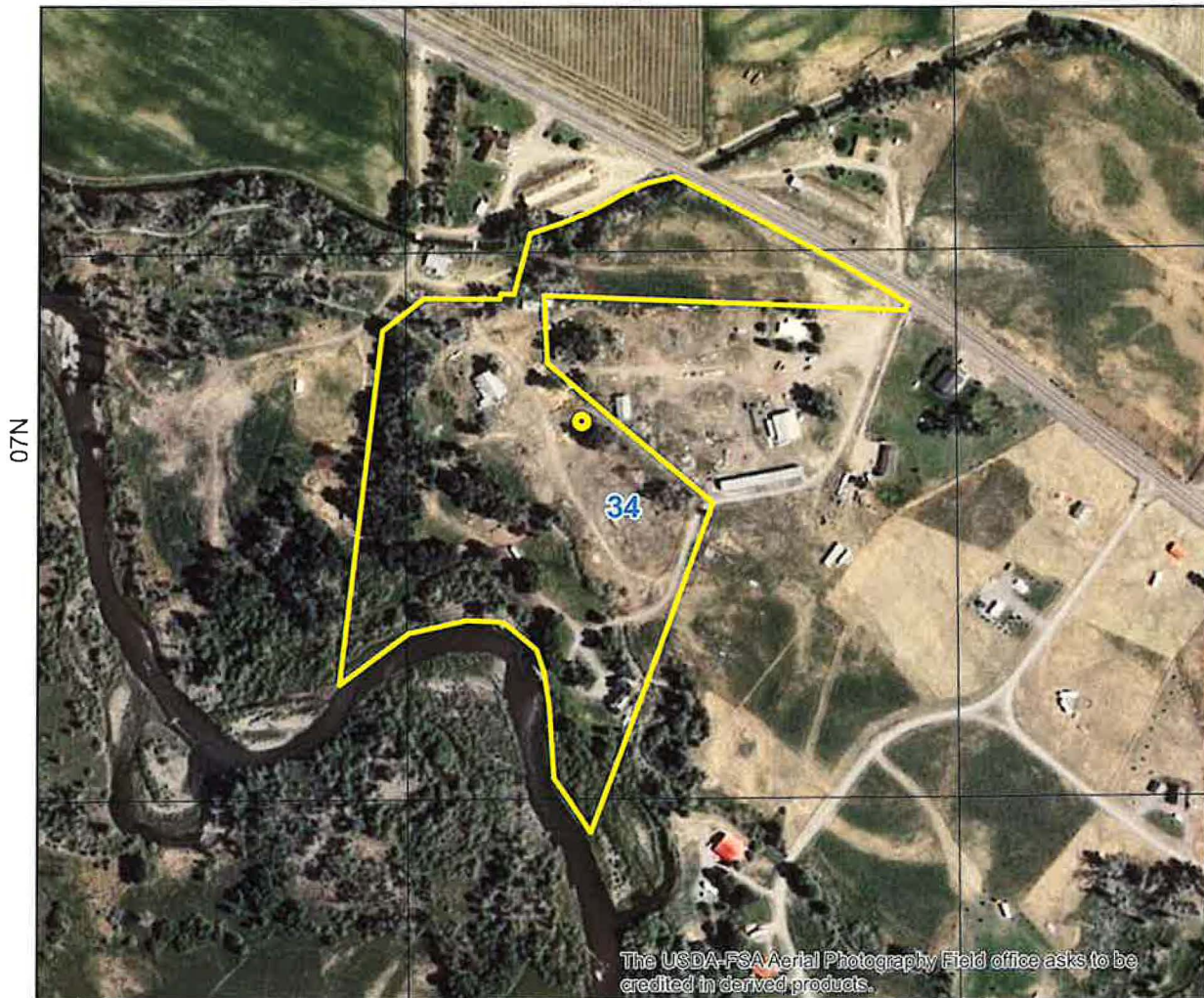
State of Idaho
Department of Water Resources

Water Right 34-14252

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

24E



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.05 0.1 0.2 Miles

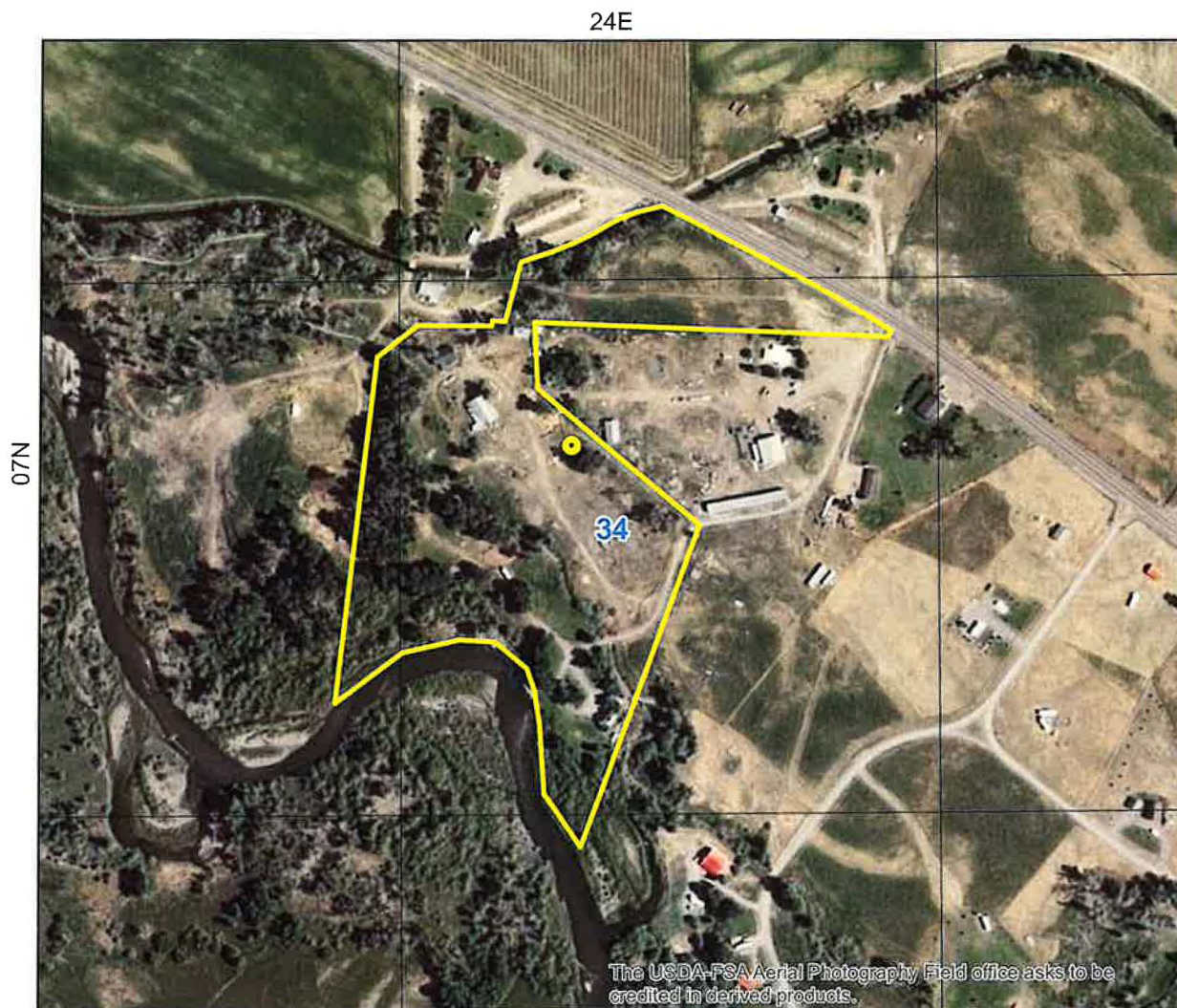


State of Idaho
Department of Water Resources

Water Right
34-14328

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.05 0.1 0.2 Miles





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 02, 2022

THE DAMIANA REVOCABLE TRUST
PO BOX 570
MACKAY ID 83251-0570

Re: Change in Ownership for Water Right No(s): 34-14246, 34-14248, 34-14250, 34-14252 & 34-14328

Dear Water Right Holder(s):

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

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,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: Water District No. 34



ATTORNEYS AND COUNSELORS

Hawley Troxell Ennis & Hawley LLP
877 Main Street, Suite 1000
P.O. Box 1617
Boise, Idaho 83701-1617
208.344.6000
www.hawleytroxell.com

RECEIVED

FEB 28 2022

DEPARTMENT OF
WATER RESOURCES

JASON D. MELVILLE
EMAIL: JMELVILLE@HAWLEYTROXELL.COM
DIRECT DIAL: 208-388-4971
DIRECT FAX: 208-954-5946

February 24, 2022

IDWR State Office
P.O. Box 83720
Boise, ID 83720-0098

Re: Notice of Change in Water Right Ownership

Dear Sir or Madam:

Please find enclosed fee payable to IDWR in the amount of \$125.00 for the five Randy and Sandy Damiana water rights change previously submitted to your office.

Please process the ownership change and contact me with any questions or concerns.
Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Melville', written over a horizontal line.

Jason D. Melville

JM
Enclosures



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

RECEIVED
FEB 28 2022
DEPARTMENT OF
WATER RESOURCES
Director Gary Spackman

February 24, 2022

THE DAMIANA REVOCABLE TRUST
PO BOX 570
MACKAY ID 83251-0570

COPY

RE: Change in Ownership Water Right No(s): 34-14328, 34-14252, 34-14248, 34-14246, 34-14250

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:

☒ Filing Fee of \$25 per water right

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is \$25 per water right, except for ownership changes resulting in the division of a water right, which is \$100 per water right. All ownership change notices received after June 30, 2000, must include the appropriate filing fees to be processed. We have determined that the filing fee for your notice will be **\$125.00**

Because the Department cannot process the Notice without proper fees, we will hold any action on your notice pending receipt of the necessary fees. If we do not receive the necessary fees 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. 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)

Hersley, Jean

From: Jason Melville <JMelville@hawleytroxell.com>
Sent: Thursday, February 24, 2022 8:34 AM
To: Hersley, Jean
Subject: RE: Damiana Trust ownership change [IWOV-IMANAGE.FID1181478]

Great, thank you

JASON MELVILLE, J.D., LL.M.
PARTNER
Estate Planning - Business - Tax
877 Main Street, Suite 1000
P.O. Box 1617
Boise, ID 83701-1617
direct (208) 388-4971
fax (208) 954-5946
email jmelville@hawleytroxell.com
Assistant – Monica Vail 208-388-4898

HAWLEY TROXELL
Attorneys and Counselors

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 Please consider the environment before printing this email.

From: Hersley, Jean <Jean.Hersley@idwr.idaho.gov>
Sent: Thursday, February 24, 2022 8:33 AM
To: Jason Melville <JMelville@hawleytroxell.com>
Subject: RE: Damiana Trust ownership change [IWOV-IMANAGE.FID1181478]

*** NOTICE: EXTERNAL EMAIL ***

I pulled the letter from the mail. Thanks for letting me know.

*Jean Hersley
Technical Records Specialist II
Idaho Dept Water Resources
(208) 287-4942*

From: Jason Melville <JMelville@hawleytroxell.com>
Sent: Thursday, February 24, 2022 8:31 AM
To: Hersley, Jean <Jean.Hersley@idwr.idaho.gov>
Subject: RE: Damiana Trust ownership change [IWOV-IMANAGE.FID1181478]

If you haven't mailed your letter don't as it will just result in me and the client both paying you 125

I will send you the money today.

Please confirm

JASON MELVILLE, J.D., LL.M.

PARTNER

Estate Planning – Business – Tax

877 Main Street, Suite 1000

P.O. Box 1617

Boise, ID 83701-1617

direct (208) 388-4971

fax (208) 954-5946

email jmelville@hawleytroxell.com

Assistant – Monica Vail 208-388-4898

HAWLEY TROXELL

Attorneys and Counselors

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 Please consider the environment before printing this email.

From: Jason Melville

Sent: Thursday, February 24, 2022 8:28 AM

To: 'Hersley, Jean' <Jean.Hersley@idwr.idaho.gov>

Subject: RE: Damiana Trust ownership change [IWOV-IMANAGE.FID1181478]

Fee will be coming

JASON MELVILLE, J.D., LL.M.

PARTNER

Estate Planning – Business – Tax

877 Main Street, Suite 1000

P.O. Box 1617

Boise, ID 83701-1617

direct (208) 388-4971

fax (208) 954-5946

email jmelville@hawleytroxell.com

Assistant – Monica Vail 208-388-4898

HAWLEY TROXELL

Attorneys and Counselors

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Please consider the environment before printing this email.

From: Hersley, Jean <Jean.Hersley@idwr.idaho.gov>
Sent: Thursday, February 24, 2022 7:58 AM
To: Jason Melville <JMelville@hawleytroxell.com>
Subject: Damiana Trust ownership change

*** NOTICE: EXTERNAL EMAIL ***

The cover letter attached to the ownership change request mentions that a fee was included. The fee was not received. Please see the attached letter the Department is sending to your client. Let me know if you have any questions. Thank you.

*Jean Hersley
Technical Records Specialist II
Idaho Dept Water Resources
(208) 287-4942*

Hawley Troxell Ennis & Hawley LLP
877 Main Street, Suite 1000
P.O. Box 1617
Boise, Idaho 83701-1617
208.344.6000
www.hawleytroxell.com

JASON D. MELVILLE
EMAIL: JMEVLILLE@HAWLEYTROXELL.COM
DIRECT DIAL: 208-388-4971
DIRECT FAX: 208-954-5946

RECEIVED

FEB 18 2022

DEPARTMENT OF
WATER RESOURCES

February 16, 2022

IDWR State Office
P.O. Box 83720
Boise, ID 83720-0098

Re: Notice of Change in Water Right Ownership

Dear Sir or Madam:

Please find enclosed the following documents related to a water right ownership change for Randal and Sandra Damiana:

1. Completed Department form.
2. Power of Attorney for Sandra Damiana which was used for her signature to the form.
3. Recorded deeds (3).
4. Maps.
5. Fee payable to IDWR in the amount of \$125.00 for the five affected water rights.

Please process the ownership change and contact me with any questions or concerns.
Thank you.

Sincerely,



Jason D. Melville

JM
Enclosures