

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 02 2021

DEPT OF WATER RESOURCES
SOUTHERN REGION

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 #7 of the instructions.

child
37-23350

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
37-12916	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Stephen A. Knaup
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Kimberly P. Shepherd and Robert T. Shepherd, wife and husband, as community property with right of survivorship
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or

PO Box 1478

Mailing address

Ketchum

City

ID

State

83340

Zip

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: July 22, 2021
6. Do you own the land identified as the water right place of use? Yes ☐ No ☒
 o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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 # 37-12916

8. Signature:

Signature of new owner/claimant

Kimberly P. Shepherd

Print name

Title, if applicable

Date

7.22.2021

Signature:

Signature of new owner/claimant

Robert T. Shepherd

Print name

Title, if applicable

Date

7.22.2021

Received by

SG

Date

8/2/21

For IDWR Office Use Only:

Receipt No.

5038740

Receipt Amt.

100.00Active 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 KADate 11-18-21



PioneerTitleCo.
GOING BEYOND

491 N. Main Street, Suite 102
Ketchum, ID 83340

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

Instrument # 684947

HAILEY, BLAINE, IDAHO
07-29-2021 11:50:11 AM No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY OF BLAINE COUNT
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

Instrument # 685168

HAILEY, BLAINE, IDAHO
08-05-2021 2:48:01 PM No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY OF BLAINE COUNT
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

File No. 775884 /TG

THIS DOCUMENT IS BEING RE-RECORDED TO ADD THE WATER RIGHTS LANGUAGE.

WARRANTY DEED

For Value Received Stephen A. Knaup, a married man as his sole and separate property hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Kimberly P. Shepherd and Robert T. Shepherd, wife and husband, as community property with right of survivorship

hereinafter referred to as Grantee, whose current address is 1295 Lombardy Road Pasadena, CA 91106

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: July 22, 2021

Stephen A. Knaup
Stephen A. Knaup

State of Washington County of King

This record was acknowledged before me on 7/23/2021 by Stephen A. Knaup

Bruce
Signature of notary public
Commission Expires: 12/31/2024

BRETT FRANCESCHINA
Notary Public
State of Washington
License Number 140506
My Commission Expires
December 31, 2024

EXHIBIT A

Parcel 1:

Lot 1 of Woodgrove Farm, according to the official plat thereof, recorded as Instrument No. 671641, records of Blaine County, Idaho.

Parcel 2:

Lot 2 of Woodgrove Farm, according to the official plat thereof, recorded as Instrument No. 671641, records of Blaine County, Idaho.

Parcel 3:

Lot 3A of Woodgrove Farm Lots 3A and 4A, according to the official plat thereof, recorded as Instrument No. 676043, records of Blaine County, Idaho.

Together with that portion of Water Right 37-12916 for the irrigation of 0.85 acres on the Property.



Pioneer Title Co.
GOING BEYOND

491 N. Main Street, Suite 102
Ketchum, ID 83340

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hereinafter referred to as Grantee, whose current address is 1295 Lombardy Road Pasadena, CA 91106

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: July 22, 2021


Stephen A. Knaup

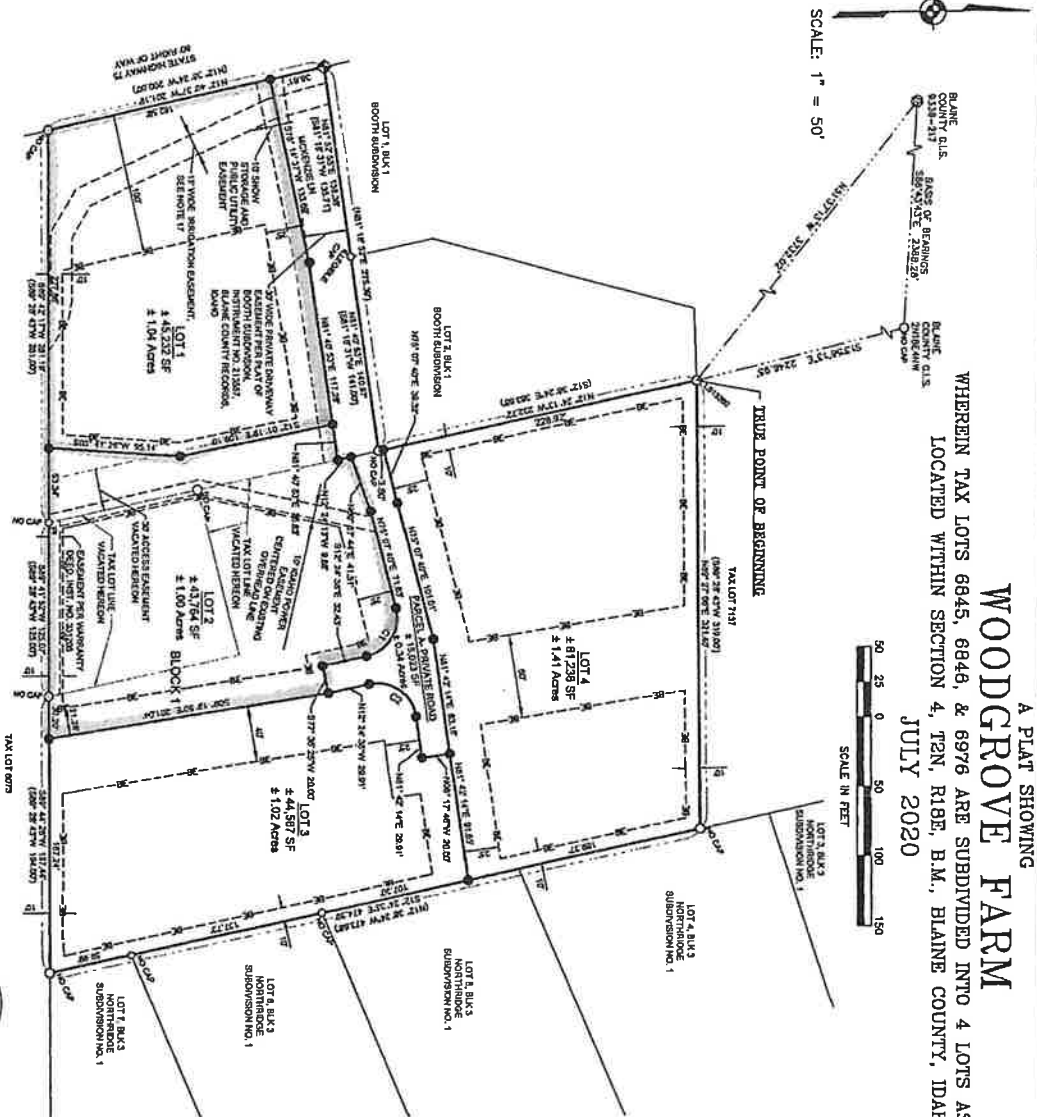
State of Washington County of King

This record was acknowledged before me on 7/23/2021 by Stephen A. Knaup


Signature of notary public
Commission Expires: 12/31/2024

BRETT FRANCESCHINA
Notary Public
State of Washington
License Number 140506
My Commission Expires
December 31, 2024

SUPERSEDED



SEE PAGE 2 FOR SURVEY NARRATIVE
& NOTES

- LEGEND
- Property Line
Adjacent Property Line
Easement Line
(Type and Width on Form)
Survey Tie Line
Property Line Worded Hereon
Easement Line Worded Hereon
Building Envelope (min, atlock, max)/sized on
Building Detail, see note 3)
() Record Dimensions (feet)
() Record Dimensions
Found Aluminum Cap on Iron Pipe
Found Brass Cap Monument in Concrete
Found 5/8" Rebar
Found 1/2" Rebar
Set 3/8" Rebar, MS 16870

Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	48.15'	28.00'	62° 27' 45"	28.23'	40.44'	S88° 38' 27"E
C2	45.90'	28.00'	64° 08' 45"	30.05'	40.09'	N34° 38' 47"E

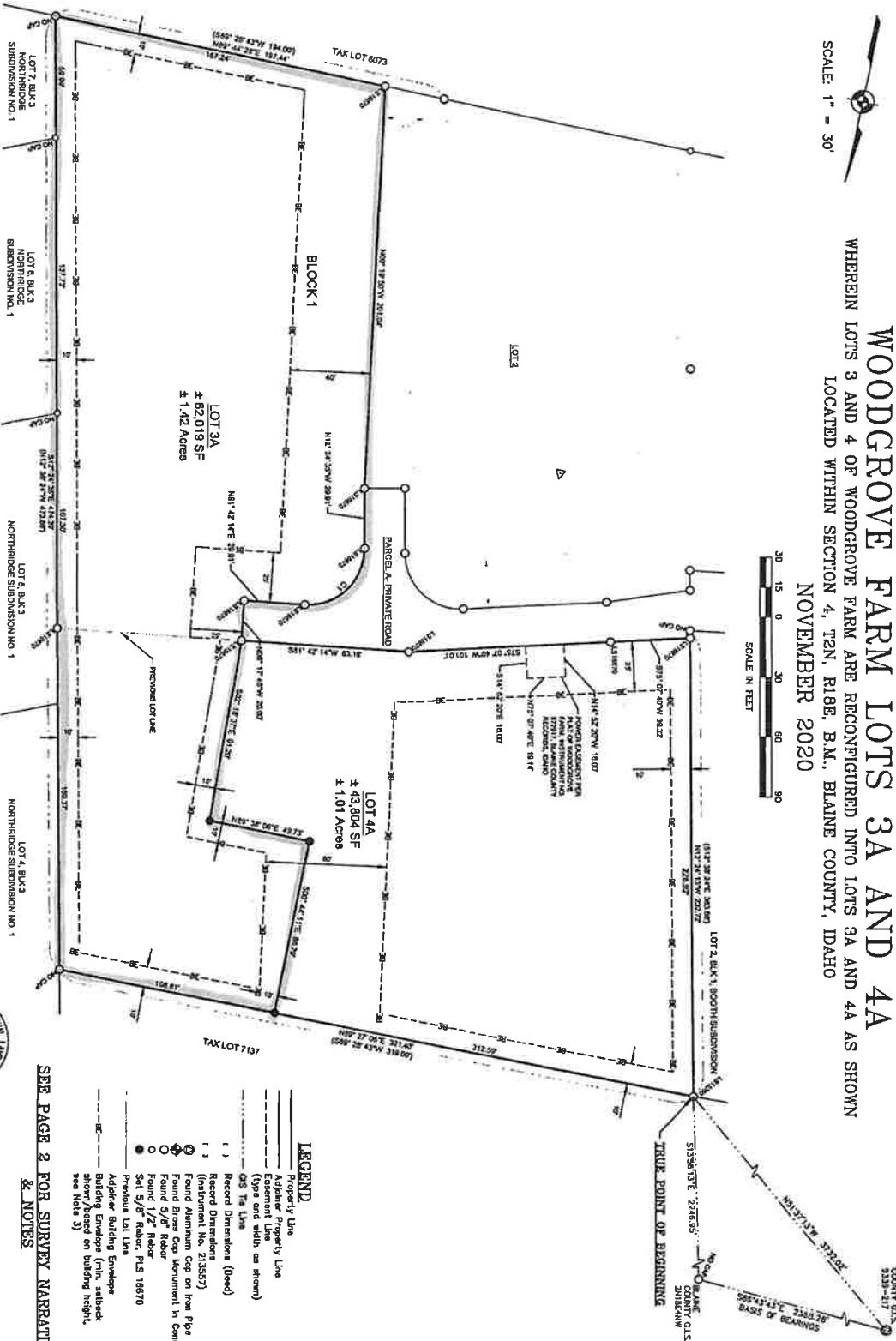


HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1325, by issuance of a Certificate of Disapproval.

06/29/2020 
Date
South Central Public Health District

SCALE: 1" = 30'

A PLAT SHOWING
WOODGROVE FARM LOTS 3A AND 4A
WHEREIN LOTS 3 AND 4 OF WOODGROVE FARM ARE RECONFIGURED INTO LOTS 3A AND 4A AS SHOWN
LOCATED WITHIN SECTION 4, T2N, R18E, B.M., BLAINE COUNTY, IDAHO
NOVEMBER 2020



Curve Table						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	45.87	28.07'	84° 05' 48"	30.09'	40.87'	N34° 38' 47"E

SEE PAGE 2 FOR SURVEY NARRATIVE & NOTES

- LEGEND**
- Property Line
 - Adjoining Property Line
 - Easement Line (Type and width as shown)
 - Old Tie Line
 - Record Dimensions (feet)
 - Record Dimensions (Instrument No. 213557)
 - Found Aluminum Cap on Iron Peg
 - Found Brass Cap on Iron Peg
 - Found 5/8" Rebar
 - Found 1/2" Rebar
 - Set 3/8" Rebar, PLS 16670
 - Previous Lot Line
 - Adjoining Building Envelope
 - Building Envelope (Indicate setbacks on building height, see Note 3)

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, Sec. 50-1208, by the issuance of a Certificate of Disapproval.

DATE: 11/16/2020

SOUTH CENTRAL PUBLIC HEALTH DISTRICT



MARK E. PHILLIPS, P.L.S. 16670

WOODGROVE FARM
LOTS 3A AND 4A
CALVIN ENGINEERING, INC.
HAILEY, IDAHO
SHEET 1 OF 3

Instrument # 684946

HAILEY, BLAINE, IDAHO
07-29-2021 11:50:11 AM No. of Pages: 8
Recorded for: PIONEER TITLE COMPANY OF BLAINE COUNTY
JOLYNN DRAGE Fee: \$31.00
Ex-Officio Recorder Deputy: CWB
Electronically Recorded by Simplifile

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
Post Office Box 987
Ketchum, Idaho 83340

(Space above line for Recorder's use)

775884

EASEMENT AGREEMENT

This Easement Agreement is made and entered into as of the date of the last signature hereto between STEPHEN A. KNAUP, a married man dealing in his sole and separate property, whose current address is, 3140 E Laurelhurst Dr NE, Seattle, WA 98105 (the "Grantor"), and KIMBERLY P. SHEPHERD and ROBERT T. SHEPHERD, wife and husband, as community property with right of survivorship, whose current address is PO Box 1478, Ketchum, ID 83340 ("Grantee").

1. BACKGROUND.

1.1 Lot 4A. Grantor is the owner of the following described real property in the City of Hailey, Blaine County, Idaho ("Lot 4A"):

Lot 4A of Woodgrove Farm Lots 3A and 4A, City of Hailey,
Blaine County, Idaho according to the official plat thereof recorded
November 20, 2020 as Instrument No. 676043 in the records of
Blaine County, Idaho.

1.2 Lot 3A. Grantee is the owner of the following described real property in the City of Hailey, Blaine County, Idaho ("Lot 3A"):

Lot 3A of Woodgrove Farm Lots 3A and 4A, City of Hailey,
Blaine County, Idaho according to the official plat thereof recorded
November 20, 2020 as Instrument No. 676043 in the records of
Blaine County, Idaho.

1.3 Request for Easement. The Grantee has requested the Grantor to convey to the Grantee a nonexclusive easement on a portion of Lot 4A in favor of Lot 3A for the purpose described in Section 2.2 below. The portion of Lot 4A that has been requested for the easement is described and depicted on Exhibit A attached hereto (the "Easement Area").

1.4 Purposes of Agreement. The purposes of this Agreement are (i) to describe the

easement granted, and (ii) to establish the relative rights and obligations of the parties regarding the easement granted under this Agreement.

2. GRANT OF EASEMENT.

2.1 Grant. For value received, Grantor hereby **GRANTS AND CONVEYS** to the Grantee a nonexclusive easement on, over, across and through the Easement Area.

2.2 Purposes of Easement. The easement is granted solely for ingress to and egress from, the barn situated on Lot 3A by non-commercial vehicles.

2.3 Term of Easement. The term of this Easement Agreement shall be perpetual.

2.4 Covenants and Agreements of the Grantor. The Grantor, on behalf of the Grantor and the Grantor's heirs, successors, assigns, purchasers, or transferee of any kind, covenants and agrees with the Grantee and the Grantee's heirs, successors, assigns, purchasers, or transferee of any kind, that the provisions of this Easement Agreement (i) shall run with and bind the Easement Area, and (ii) shall inure to the benefit of, and be enforceable (at law or in equity) by any owner of all or part of, Lot 3A.

2.5 Covenants and Agreements of the Grantee. The Grantee, on behalf of the Grantee and the Grantee's heirs, successors, assigns, purchasers, or transferee of any kind, covenants and agrees with the Grantor and the Grantor's heirs, successors, assigns, purchasers, or transferee of any kind, as follows:

2.5.1 Indemnification. To indemnify, defend, and hold harmless any owner of all or part of Lot 4A from any loss, claim, or other liability of any nature (including attorney fees and costs) that may result directly or indirectly from any use of the Easement Area by the Grantee or Grantee's guests or invitees.

2.5.3 Repair and Maintenance. To maintain the Easement Area in good repair and condition. The Grantee shall be responsible for and pay all costs and expenses related to such repair and maintenance.

3. GENERAL PROVISIONS.

3.1 Governing Law, Jurisdiction, and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that Blaine County is the proper venue.

3.2 Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Agreement.

3.3 Rights Cumulative. Except as expressly provided in this Agreement, and to the

extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to any other remedies available at law or in equity.

3.4 Nonwaiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Agreement shall not constitute a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

3.5 Attorney Fees and Costs. If a suit, action, or other proceeding arising out of or related to this Agreement is instituted by any party to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, expert witness fees, and costs (i) incurred in any settlement negotiations, (ii) incurred in preparing for, prosecuting or defending any suit, action, or other proceeding, and (iii) incurred in preparing for, prosecuting or defending any appeal of any suit, action, or other proceeding. For the purpose of this section, "attorney fees" shall mean and include (i) attorney fees and (ii) paralegal fees. This section shall survive and remain enforceable notwithstanding any rescission of this Agreement or a determination by a court of competent jurisdiction that all or any portion of the remainder of this Agreement is void, illegal, or against public policy.

3.6 Successors and Assigns. Subject to any express provisions in this Agreement regarding restrictions on transfers or assignments, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

3.7 Entire Agreement. All Exhibits to this Agreement constitute a part of this Agreement. This Agreement, together with the accompanying Exhibits, constitutes the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates set forth below.

GRANTOR

Dated: _____

7/23/21



STEPHEN A. KNAUP

GRANTEE

Dated: 7.22.2021


KIMBERLY SHEPHERD

Dated: 7.22.2021


ROBERT SHEPHERD

STATE OF _____)
County of _____) ss.

On this _____ day of July, 2021, before me, the undersigned, a notary public in and for said state, personally appeared STEPHEN A. KNAUP known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at: _____
Comm. Expires: _____

GRANTEE

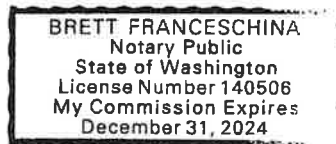
Dated: _____
KIMBERLY SHEPHERD

Dated: _____
ROBERT SHEPHERD

STATE OF Washington) ss.
County of King)

On this 23rd day of July, 2021, before me, the undersigned, a notary public in and for said state, personally appeared STEPHEN A. KNAUP known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

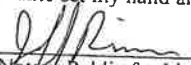


Brett S. Franceschina
Notary Public for State of Washington
Residing at: King County, WA
Comm. Expires: 12-31-2024

STATE OF ~~IDAHO~~ ^{California})
County of ~~Blaine~~ ^{Los Angeles}) ss.

On this 26th day of July, 2021, before me, the undersigned, a notary public in and for said state, personally appeared KIMBERLY SHEPHERD, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

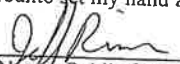

Notary Public for ~~Idaho~~ ^{California}
Residing at: Pasadena, CA
Comm. Expires: 9/16/2023

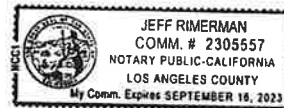


STATE OF IDAHO)
County of Blaine) ss.

On this 26th day of July, 2021, before me, the undersigned, a notary public in and for said state, personally appeared ROBERT SHEPHERD, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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


Notary Public for ~~Idaho~~ ^{California}
Residing at: Pasadena, CA
Comm. Expires: 9/16/2023



GALENA ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING

Legal Description for an Access Easement

Section 4, Township 2 North, Range 18 East
Boise Meridian, Blaine County, Idaho

A legal description for an access easement on Lot 4A, Woodgrove Farm, located within Section 4, Township 2 North, Range 18 East, Boise Meridian, Blaine County, Idaho, and being more particularly described as follows:

Commencing at an Aluminum Cap on an Iron Pipe, being Blaine County Control Point "9339-217", from which a 5/8" Rebar with No Cap, being Blaine County Control Point "2N18E4NW", lies S86°43'43"E, 2388.28 feet distant; thence proceeding S51°37'13"E, 3732.02 feet, to a 5/8" Rebar by LS13260, marking the northwest corner of Lot 4A, Woodgrove Farms Subdivision; thence proceeding N89°27'06"E, 159.84 feet to a point, said point being the TRUE POINT OF BEGINNING;

Thence N89°27'06"E, 52.74 feet, to a 5/8" Rebar by LS16670, marking the northeast corner of Lot 4A;

Thence S00°44'11"E, 61.91 feet, along the boundary common with Lot 3A, to a point;

Thence S89°15'49"W, 19.68 feet, to a point;

Thence S14°52'57"E, 125.65 feet, to a point on the southern boundary of Lot 4A;

Thence S81°42'14"W, 20.13 feet, along the boundary common with Parcel A, to a point;

Thence N14°52'57"W, 128.38 feet, to a point;

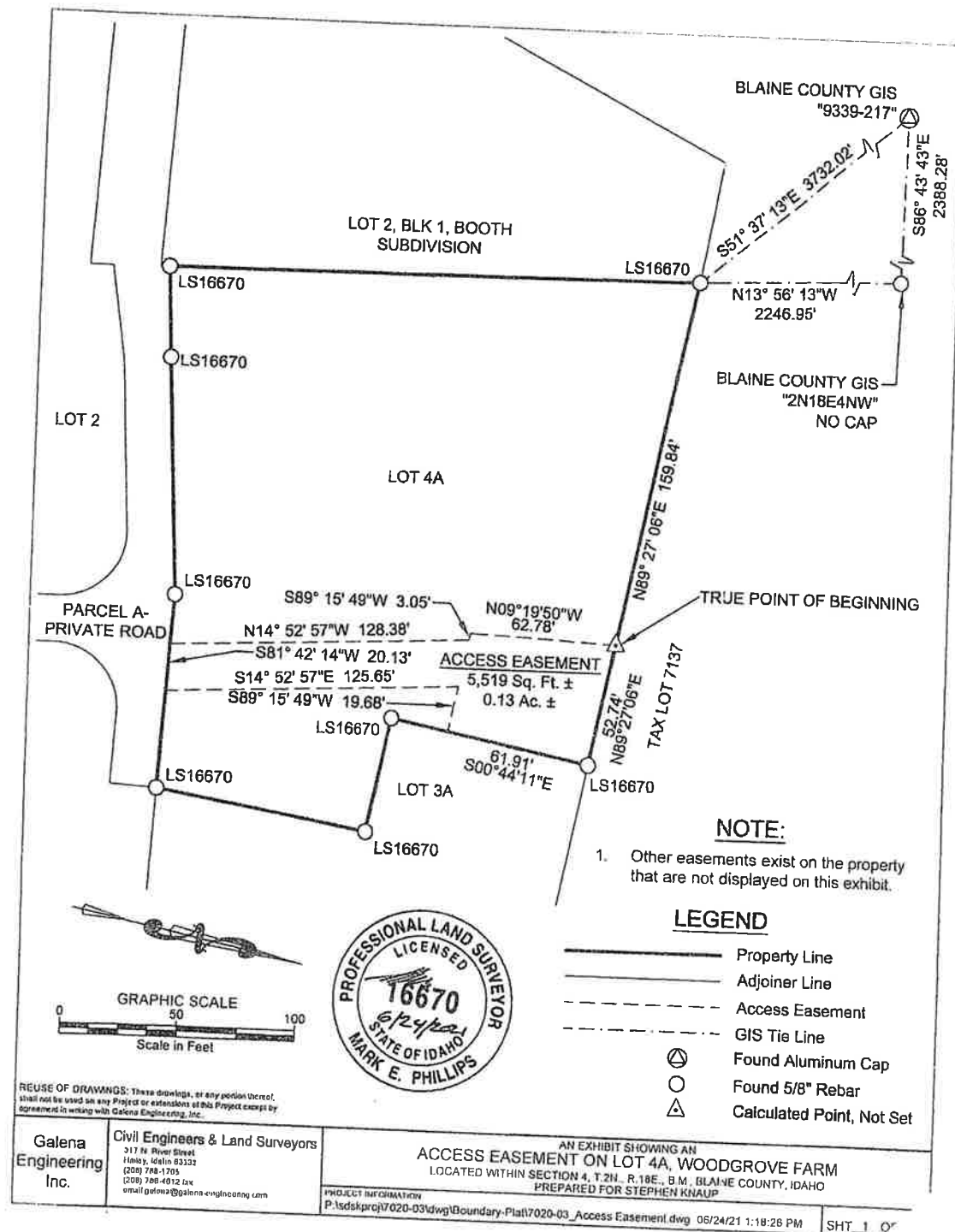
Thence S89°15'49"W, 3.05 feet, to a point;

Thence N09°19'50"W, 62.78 feet, to the TRUE POINT OF BEGINNING, containing 5,519 Sq. Ft. (0.13 Ac.), more or less, as determined by computer methods.



EXHIBIT A

317 N. RIVER STREET • HAILEY, IDAHO • TELEPHONE (208) 788-1705 • FAX (208) 788-4612



WELL SHARING LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into and is effective as of the date of the last signature hereto by and between STEPHEN A. KNAUP, a married man dealing in his sole and separate property, whose current address is, 3140 E Laurelhurst Dr NE, Seattle, WA 98105 ("Knaup"), and KIMBERLY P. SHEPHERD and ROBERT T. SHEPHERD, wife and husband, as community property with right of survivorship, whose current address is PO Box 1478, Ketchum, ID 83340 ("Shepherd").

RECITALS

A. Knaup is the owner of the following described real property in the City of Hailey, Blaine County, Idaho ("Lot 4A"):

Lot 4A of Woodgrove Farm Lots 3A and 4A, City of Hailey, Blaine County, Idaho according to the official plat thereof recorded November 20, 2020 as Instrument No. 676043 in the records of Blaine County, Idaho.

B. Shepherd has just purchased from Knaup and is now the owner of the following described real property in the City of Hailey, Blaine County, Idaho ("Lots 1, 2 and 3A"):

Lots 1 and 2 of Woodgrove Farm, City of Hailey, Blaine County, Idaho according to the official plat thereof recorded August 6, 2020 as Instrument No. 671641 in the records of Blaine County, Idaho, and Lot 3A of Woodgrove Farm Lots 3A and 4A, City of Hailey, Blaine County, Idaho according to the official plat thereof recorded November 20, 2020 as Instrument No. 676043 in the records of Blaine County, Idaho.

C. Knaup is the owner of that portion of Water Right 37-12916 for the irrigation of 0.65 acres, domestic and stockwater purposes on Lot 4A (the "Knaup Water Right").

D. Shepherd has just acquired from Knaup together with Lots 1, 2 and 3A that portion of Water Right 37-12916 for the irrigation of 0.85 acres on Lots 1, 2 and 3A (the "Shepherd Water Right").

E. The current point of diversion for the Knaup Water Right and the Shepherd Water Right is a well on Lot 4A in the location depicted on the map attached hereto as **Exhibit A** and made a part hereof by this reference (the "Lot 4A Well"). Knaup is willing to grant to Shepherd, and Shepherd is willing to accept from Knaup, a permissive license to use the Lot 4A Well to divert water to irrigate 0.85 acres on Lots 1, 2 and 3A and to share the costs of operation, maintenance, repair and replacement of the Lot 4A.

TERMS AND CONDITIONS

NOW, THEREFORE, the parties covenant and agree as follows:

2. Incorporation of Recitals. The Recitals set forth above are an integral part of this Agreement and are fully incorporated herein by this reference.

3. Grant of License to Access and Use the Lot 4A Well. Knaup hereby grants to Shepherd a non-exclusive, permissive license for ingress to and egress from the Lot 4A Well from and to the closest portion of the Shepherd Property for the purposes and subject to the terms and conditions set forth below.

4. Commencement Date; Term. The license granted to Shepherd pursuant to this Agreement shall commence upon the effective date of this Agreement and continue until terminated as hereinafter set forth.

5. Shepherd Use of Lot 4A Well. During the term of this Agreement, Shepherd may use the Lot 4A Well to divert not more than 0.34 cfs and 3.97 acre-feet per year of ground water for the irrigation of 0.85 acres on Lots 1, 2 and 3A. Knaup shall arrange for the installation of one or more flow meters as may be required by the Watermaster for Water District 37 to administer diversions of ground water pursuant to the Knaup Water Right and Shepherd Water Right. The cost of the purchase and installation of the flow meter(s) shall be shared by Knaup and Shepherd in the percentages set forth in Section 6, below.

6. Allocation of Water in Times of Shortage. During the term of this Agreement, if the LOT 4A Well cannot, for any reason not the direct fault of either party, deliver at least 0.06 cfs for the irrigation of Lot 4A and Lots 1, 2 and 3A, the parties agree the reduced flow of irrigation water from the Lot 4A Well shall be allocated and shared as follows: Knaup – 43.3% and Shepherd – 56.7%.

7. Costs of Operation, Maintenance, Repair and Replacement of Lot 4A Well. During the term of this Agreement, the parties agree to share all of the annual costs of operation, maintenance, repair and replacement of the Lot 4A Well and the related equipment which divides, controls and measures the flow of water from the Lot 4A Well in direct proportion to the respective annual volumes of water each party actually diverts from the Lot 4A Well. No costs shall be incurred to deepen replace the Lot 4A Well or replace the pump, or on any other repair or replacement the estimate for which is more than \$3,000.00, unless and until approved by both

parties to this Agreement. Knaup shall arrange and pay for the electrical power to operate and the maintenance and repair of the Lot 4A Well, and bill Shepherd for their share. Shepherd shall, in turn, pay Knaup in full within thirty (30) days of receipt of the bill. Any amounts not timely paid shall accrue interest at the rate of twelve percent (12%) per year. If a bill is not paid in full by Shepherd within ninety (90) days of receipt, Knaup, at his sole option, may terminate this Agreement upon ten (10) days notice to Shepherd.

8. **Termination of Agreement.** This Agreement and the license granted hereunder shall terminate if and when Shepherd abandons or otherwise ceases use of the Lot 4A Well, or receives approval from the Idaho Department of Water Resources ("IDWR") to remove the Lot 4A Well as a point of diversion for the Shepherd Water Right. Upon termination of this Agreement and the license, Shepherd shall have no further right or permission to access or use the Lot 4A Well for any purpose. If the Shepherd Water Right is split and IDWR approves the removal of the Lot 4A Well as a point of diversion for the split portion of the Shepherd Water Right, the provisions of Sections 6 and 7 of this Agreement shall be amended to reflect the revised allocations and shares of costs, and the owner of the split portion of the Shepherd Water Right shall have no further right or permission to access or use the Lot 4A Well for any purpose.

9. **Miscellaneous Provisions.**

a. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope extent or intent of this Agreement or any of the provisions of this Agreement.

b. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provisions hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

c. Rights and Remedies Cumulative. The use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

d. Attorney Fees. In the event of any dispute or controversy arising out of any of the terms and conditions of this Agreement, whether or not that dispute is among the parties or involving third parties, or whether or not an action is commenced, the prevailing party shall be entitled to recover all costs and reasonable attorney fees, including costs and attorney fees on appeal or in bankruptcy court, from the non-prevailing party.

e. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior oral or written representations made by either party or agreements between the parties hereto representing such matters.

f. Governing Law. This Agreement shall be governed by, and construed in accordance with, the statutes, laws, legal decisions and rules and regulation of the State of Idaho.

g. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

h. Notice. Except as otherwise provided above, all notices and communications under this Agreement shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the party's address set forth in the introductory paragraph of this Agreement, or (iii) sent by facsimile or electronic mail with the original to follow by mail in the manner described above. It is provided, however, that any party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent, (ii) if sent by registered or certified mail, on the third business day following the day sent or (iii) if sent by facsimile on the date so sent.

i. Time is of the Essence. Time is of the essence of the performance of the Agreement.

j. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

k. Facsimile or E-Mail Signatures. The transmission of a facsimile or e-mail copy of this Agreement as signed by a party hereto to another party at a facsimile number or e-mail designated by such other party shall be deemed the equivalent of the delivery to such other party of a copy of this Agreement with the original signature of the signing party, provided that upon the request by the other party the copy with the original signature is delivered to such other party within five (5) business days of the facsimile or e-mail transmission.

l. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

"KNAUP"

Dated: 7/23/21


STEPHEN A. KNAUP

"SHEPHERD"

Date: _____

KIMBERLY SHEPHERD

Date: _____

ROBERT SHEPHERD

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

"KNAUP"

Dated: _____

STEPHEN A. KNAUP

"SHEPHERD"

Date: 7.22.2021



KIMBERLY SHEPHERD

Date: 7.22.2021



ROBERT SHEPHERD

Source: *Partridge, A. Dela*[illegible]

3. In order to improve the

4. As of November 2015, more than 35,000 are in government custody for domestic law, including the problem of 1 arrest on LRA 2.

3. As of November 2015, more than 35,000 are in government custody for domestic law, including the problem of 1 arrest on LRA 2.

2. As of November 2015, more than 35,000 are in government custody for domestic law, including the problem of 1 arrest on LRA 2.

1. As of November 2015, more than 35,000 are in government custody for domestic law, including the problem of 1 arrest on LRA 2.

WILLARD
6 Pages

will not be responsible for the damage and the difference is not payable for responsibility of the owner of the vehicle involved. The entire report is not implemented by the insurance policy at all. Legal action should be taken on the legal basis of the owner of the vehicle involved. The insurance company should be notified of the damage and the owner should be notified of the damage and the owner should be notified of the damage.

a. All five participants are

the "strong" control option at the origin of the large rise in the 1990s. Finally, the protection, enclosure, fencing and soil sealing with silica cement (concrete foundations) are slow means for limiting water flow in response to a changing climate.

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1. An organization must be able to identify, understand, interpret and act on the signals sent from the environment. Leadership is required by the organization to ensure that it is not overwhelmed by the signals.
2. An organization must be able to identify the signals that are relevant to its mission and vision.
3. An organization must be able to identify the signals that are relevant to its mission and vision.
4. An organization must be able to identify the signals that are relevant to its mission and vision.
5. An organization must be able to identify the signals that are relevant to its mission and vision.

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THIS IS NOT A RECORDED PLAT.
RECORDED PLAT RECORD OF BLaine COUNTY, IDAHO:
BOOK 101, PAGE 118. INSTRUMENT NO. 670043
WOODBONE HILL LOTS 13, 14, AND 14A

SUREY NARRATIVE

The authors at the surface of 10 open, the measurements being made by means of a special device. The results of the measurements are given in Table 1. The authors also carried out measurements of the surface of the same samples at the surface of 10 open, the measurements being made by means of a special device. The results of the measurements are given in Table 1.

The Journal of the American Medical Association

As of the summer 2016, there have been 21,478 arrests for the possession of, distribution of, and production of child pornography, and 13,349 arrests for possession, production, and distribution of child pornography. In addition, there have been 1,000 arrests for the possession, production, and distribution of child pornography, and 1,000 arrests for the possession, production, and distribution of child pornography.

1995

As the protection requirements at the Grand River River State Park are being met, the park is being opened to the public. The park is being opened to the public. The park is being opened to the public.

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by having rather small air ducts or airway obstruction and expectant patients with emphysema, who may have a rather high risk of the infection, but certainly a higher risk if the pulmonary circulation and the heart are affected, or the pulmonary circulation and the heart are affected, or the pulmonary circulation and the heart are affected.

AD

1. At the same time, we will also be releasing information on the progress of the investigation.
2. Please do not call the FBI for information on this case.

Page 2
File 1
November

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GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Tulley, Idaho 83221
(208) 766-1700
and galena@galena-engineering.com

PRELIMINARY
NOT FOR
CONSTRUCTION

A COMBINED PLAT EXHIBIT SHOWING
WOODGROVE FARM

LOCAL (D) WITHIN SECTION: T2N R1W, S 4, BLANE COUNTY IDAHO



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

November 18, 2021

ROBERT T AND KIMBERLY P SHEPHERD
PO BOX 1478
KETCHUM ID 83340

Re: Change in Water Right Ownership: 37-12916 (Split into 37-12916 and **37-23350**),

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) 736-3033.

Sincerely,

Kent Aasa
Water Resource Agent, Senior

Enclosure(s) WD 37, Pioneer Title Blaine County File No. 775884
c: STEPHEN A KNAUP