

OCT 20 2021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT – POINT(S) OF DIVERSION

WATER RESOURCES
DIVISION REGION

This form may be used to apply to change and/or add points of diversion for existing water rights and to report an ownership change for a water right(s) in connection with the proposed point of diversion change(s). Do not use this form to apply for changes to other elements of a water right. See the [Application for Transfer Instructions](#) for help completing this form and for mailing addresses of Department offices where your application can be submitted.

Check all that apply:

- ☐ Change diversion point(s) ☒ Add diversion point(s) ☒ Ownership change ☐ Ownership split
- ☐ Transfer is for changes pursuant to [Idaho Code § 42-221.O.8](#). Attach an explanation and any supporting documentation.

1. **APPLICANT(S)** Shaw Holdings LLC Phone 208-459-3029

2. **MAILING ADDRESS** 22993 Howe Rd City Caldwell

State ID Zip 83607 Email greg@shawcattle.com

- ☐ If the applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign for the applicant.
- ☐ If the applicant is not the current water right(s) owner, attach documentation of authority to file the application.
- ☒ If the application includes a change in ownership of water right(s), attach a copy of the conveyance document, such as a warranty deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property conveyed or description of the water right if no land is conveyed. Additional fee(s) are required for water right ownership changes; see Item 9 for the [fee schedule](#).

If the ownership change resulted in the water right(s) being split, how did the division occur? Mark one:

- ☐ 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.
- ☐ If the application is not signed by the applicant, attach a Power of Attorney or other documentation providing authority to sign for the applicant.

3. **LIST WATER RIGHT NUMBER(S)** 63-21241

- ☒ Attach a copy of the water right(s) as recorded, available at idwr.idaho.gov, *Water Right Transfers, Step 1*, or by contacting any Department office.

4. **TOTAL AMOUNT OF WATER** transferred is 0.06 cubic feet per second and/or _____ acre-feet per annum.
(diversion rate) (storage volume)

5. **POINT OF DIVERSION** – Describe all the point(s) of diversion to be included on the water right(s) after the proposed change.
- ☐ Attach Eastern Snake Plain Aquifer (ESPA) analysis if this transfer proposes to change a point of diversion affecting the ESPA. ESPA analysis information is available at idwr.idaho.gov, *Water Rights, Water Right Transfers, Modeling Resources*.

New?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
N			NW	SE	5	4N	4W	Canyon	Ground Water	shared artesian well
N			NE	SE	5	4N	4N	Canyon	Ground Water	private 6" well

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 22 2021

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- ☐ Attach Eastern Snake Plain Aquifer (ESPA) analysis if this transfer proposes to change a point of diversion affecting the ESPA. ESPA analysis information is available at idwr.idaho.gov, *Water Rights, Water Right Transfers, Modeling Resources*.

[illegible]

6. GENERAL INFORMATION

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Shared artesian well & private 6" well and pump, connected via pipe. Measuring devices and lockable controlling works will be accommodated upon Department request.

- b. Who owns the property at the point(s) of diversion? Shared artesian well: Clif Carlile; private well: applicants
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
See attached supplemental information

- c. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right(s), or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the right(s)?

If yes, describe:

- d. Is any portion of the water right(s) proposed to be changed currently leased to the Water Supply Bank? ☐ Yes ☒ No

- ☐ If yes and there are multiple owners, attach a Lessor Designation form.
☐ If yes, the individual owner or designated lessor must complete, sign and attach an IRS Form W-9.
(Disregard if these items are on file and ownership has not changed.)

7. **MAP** – ☒ Attach a map of the diversion, measurement, control and distribution system. Include the place of use if a split of the water right occurred. Clearly label the map with township, range, section and ¼ ¼ of section information. You may create a map at idwr.idaho.gov, Water Rights, Water Right Transfers, File a Transfer Application, Step 2C.

8. **SIGNATURE** – The information in this application is true to the best of my knowledge. I understand any willful misrepresentations in this application may result in rejection of the application or cancellation of an approval.

Tucker Shaw
Signature of applicant or authorized agent

Tucker Shaw - member
Print name and title if applicable

10/13/21
Date

Sam Shaw
Signature of applicant or authorized agent

Sam Shaw - member
Print name and title if applicable

10/13/21
Date

9. **FEE** – ☒ The application filing fee provided in Idaho Code § 42-221.O, must be submitted with the application for transfer. Applications for changes pursuant to Idaho Code § 42-221.O.8. require a filing fee of \$50 per water right. All other application fees are based on the total amount of water proposed for transfer in Item 4: the larger fee for either cubic feet per second (diversion rate) or acre-feet per annum (storage volume). The Fee Schedule is available at www.idwr.idaho.gov, Water Right Transfers, Step 4 and in the Application for Transfer Instructions.

FOR DEPARTMENT USE ONLY

Transfer includes _____ pages of attachments. Received by LE Date 10/20/2021
Fee paid \$225.00 Date 10/20/2021 Receipted by LE Receipt # W049874
Preliminary review by UN Date 11.22.2021 Active in the Water Supply Bank? Yes ☐ No ☒
W-9 received? Yes ☐ No ☐ Name on W-9 _____ W-9 forwarded to fiscal? Yes ☐ No ☐
(Do NOT scan the W-9 – confidential information is held by fiscal only)

OCT 20 2021

WATER RESOURCES
WESTERN REGION**SPF WATER**
ENGINEERING

October 18, 2021

Scott Storms
IDWR Western Region Office
2735 Airport Way
Boise, ID 83705

Subject: POD Transfer Application

Dear Scott,

Enclosed on behalf of Shaw Holdings LLC is an *Application for Transfer* proposing an additional point of diversion (well) to be authorized for water right 63-21241. Updating the water right ownership is also requested as part of the transfer processing. Check No. 1177 is enclosed for the \$225 filing fee (\$200 for the transfer application and \$25 for the ownership change).

Please let me know if there are any questions. Thanks Scott.

Sincerely,

Lori Graves
Water Rights Specialist

Cc: Cleo Shaw

Enclosures

SPF file number: 684.0020

Supplemental Information:

Applicants have authorization for use of the proposed artesian well based on a well user's agreement recorded in 1990. Per the agreement, Chester Crockett (original property owner) claimed the NWSE artesian well in the SRBA for use on his property in the NESE, however the well was listed in the NESE on his final decree record 63-21241. In 2004, the Crockett's drilled a private 6" well on their property in the NESE, resulting in two water sources for water right 63-21241. The new owners would like to clarify the water right record.

Transfer attachments include:

1. 1990 recorded well agreement
2. Original SRBA claim record
3. Current water right report
4. Private well drilling report
5. Transfer application map
6. Applicants' warranty deed



INSTRUMENT NO. 9024070

WELL USER'S AGREEMENT

This Agreement, effective as of December 17, 1990, is entered into by and between the undersigned "The Russell C. Fivecoat Revocable Trust", herein called the "Grantor" and Chester L. Crockett and Mary Louise Crockett, husband and wife, herein called "First Grantee", and Robert T. Robertson and Ruth A. Robertson, husband and wife, herein called "Second Grantee". Collectively, the First Grantee and Second Grantee may be referred to as the "Grantees", and all of whom are the parties to this agreement.

Grantor owns the following described real property situate in Canyon County, Idaho, to-wit:

Beginning at a point 200 feet South of the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 5, Township 4 North, Range 4 West of the Boise Meridian, in Canyon County, Idaho; continuing thence South along the East boundary line of said Northwest Quarter of the Southeast Quarter a distance of 209 feet; thence running West at right angles a distance of 234 feet; running thence North at right angles a distance of 209 feet; running thence East at right angles a distance of 234 feet to the place of beginning.

hereinafter referred to as "Grantor's Parcel".

First Grantee owns the following described real property situate in Canyon County, Idaho, to wit:

The East Half of the Southeast Quarter of Section 5, Township 4 North, Range 4 West of the Boise Meridian, Canyon County, Idaho.

hereinafter referred to as "First Grantee's Parcel", in which Grantor, as contract seller of this parcel, holds a security interest which Grantor subordinates to the grants and easements created hereby.

Second Grantee owns the following described real property situate in Canyon County, Idaho:

Beginning at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 5, Township 4 North, Range 4 West of the Boise Meridian, Canyon County, Idaho; running thence West along the North boundary line thereof a distance of 660 feet; running thence South at right angles a distance of 200 feet; running thence East at right angles along the East boundary line of the Northwest Quarter of the Southeast Quarter a distance of 200 feet to the point of beginning.

hereinafter referred to as "Second Grantee's Parcel", which parcel is not subject to any sellers' liens or security interests of any sort.

There is located on Grantor's Parcel a well providing domestic water to Grantor's Parcel, and which provides domestic water to Grantor's Parcel, to First Grantee's Parcel and to Second Grantee's Parcel. The well, together with all improvements, equipment and distribution lines now or hereafter installed, is hereinafter referred to as "the System", which is located as set forth in the attached diagram.

The Grantor, in consideration of the sum of \$1.00 in hand paid by the each of the Grantees and in consideration of the mutual covenants and agreements contained herein does hereby grant, sell and convey unto the First Grantee and their heirs and assigns forever, an undivided one-fourth interest in and to the above mentioned well, the casing, pipe and the right to draw one-fourth of water therefrom for domestic purposes and does hereby grant, sell and convey unto the Second Grantee and their heirs and assigns forever, an undivided one-half interest in and to the above mentioned well, the casing, pipe and the right to draw one-half of water therefrom for domestic purposes and the right to all of the over-flow from said well. Grantor specifically reserves a one-fourth interest in and to said well, the casing, pipe and the right to draw one-fourth of the water therefrom for domestic purposes. The grants and easements created herein shall be an appurtenance to the lands of the Grantors and the Grantees.

In consideration of mutual benefits and other good and valuable consideration, the parties hereby make the following covenants, agreements and grants:

1. Grantor, and to the extent applicable, First Grantee and Second Grantee, will not create or suffer the creation on their respective Parcels, within 100 feet of the said well, or within

such other distance required by local regulatory authority, of any potential source of contamination, including by way of illustration only, cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description; barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals; or chemicals, herbicides, insecticides or any hazardous substance.

2. Grantor does hereby grant and convey an easement to Grantees over, across, under and through Grantor's Parcel for purposes of ingress, egress, access and working space, so that the System may be operated, maintained, replaced, improved, inspected and tested.

3. First Grantee does hereby grant and convey an easement to Grantor and, to Second Grantee, over, across, under and through First Grantee's Parcel for purposes of ingress, egress, access and working space, so that the System may be operated, maintained, replaced, improved, inspected and tested. Second Grantee grants the same easement to Grantor, and to First Grantee.

4. No Party hereto may install landscaping or improvements that impair the aforesaid easements. Removal and replacement of pre-existing improvements, as necessary to effect operation, maintenance, replacement, improvement, inspection or testing of the

System, will be at the cost of the owner Party; provided, that in the case of common fencing or walls, costs of removal and replacement will be shared equally by the owner Parties.

5. No Party hereto, whether or not that Party uses or needs the System, shall do or suffer anything to impair or interfere with an adequate and continuous supply of potable domestic water to each Parcel served by the System. Subject to the foregoing limitation, livestock may be watered, provided that the Party in question provides a watering tank and shut-off valve. No additional parcels or living units will be added to the System without the consent of all Parties, and appropriate amendment of this Agreement.

6. System costs will be shared, or will be individual, as hereinafter provided. A party is responsible for System costs whether or not a party uses water. Costs will be shared in the following proportions: Grantor is one-fourth; First Grantee is one-fourth; Second Grantee is one-half.

7. The following costs will be shared:

- A. Energy supply for the well pump;
- B. System maintenance, including repairs, routine testing, inspection, and disinfection;

also including any System costs incurred to comply with the requirements of a local regulatory authority;

C. System replacement or replacement of System components, due to wear, obsolescence, incrustation or corrosion;

D. System improvements necessary to increase the service life of materials or components, to restore well yield, or to provide necessary System protection. "System protection" shall include correction or repair of an emergency nature which, but for the absence or unavailability of a Party, would be an individual cost to that Party. Any other Party may act in such an emergency. "System protection" shall also include repair or restoration costs incurred due to the conduct of third parties who are not residents, guests, invitees, tenants or otherwise under the control or responsibility of a Party.

8. The Parties will act reasonably, according to the circumstances, before incurring shared costs. By unanimous consent

and appropriate amendment to this Agreement, and in the interest of equitable adjustment, the Parties may readjust responsibility for shared costs.

9. The following costs will be individual:

A. Maintenance, repair, replacement or improvements confined to a Party's own Parcel, including corrections or repairs of an emergency nature occurring when a Party's own parcel is occupied. The Party in question will act promptly in such an emergency.

B. Maintenance, repair, replacement or improvements which would otherwise represent shared costs, but which costs are incurred because of the act or neglect of a Party or Party's resident, guest, invitee, tenant, or other individual under that Party's control or responsibility.

C. Testing and inspection undertaken by a Party solely for the benefit of that Party.

10. Maintenance, repairs, replacement or improvement activities, whether shared or individual, will be undertaken so as to maintain, and not diminish, potability of water, and the quality

and delivery of the System. A Party, or Parties as the case may be, will act promptly to comply with such corrective or remedial actions as may be ordered by a local regulatory authority from time to time. In the event that the Parties are unable to agree on the need for, or cost or extent of repairs, replacement, maintenance or improvements, the Parties or any one Party may compel arbitration of the disagreement through the American Arbitration Association or a similar body. The costs of arbitration may be shared, shared disproportionately, or individual, according to the decision of the arbitrator. A request for, or pendency of, arbitration will not impair the rights of any Party to act in the event of emergency.

11. Each Party will pay promptly individual costs and that Party's portion of shared costs as the same become due and payable. All such costs will be the personal obligation of the Party in question, and the Parcel in question will be subject to a lien or liens to secure the performance thereof in the following circumstances:

A. In the case of shared costs, any Party or Parties may make written demand for payment of the share upon the nonpaying Party, reasonably describing the nature and amount of the debt,

and advising that, if the debt is not paid within ten (10) days, the demanding Party or Parties may commence an action for debt or to establish and foreclose a lien, or both.

B. In the case of individual costs incurred by a nonpaying Party, and in the event that any other Party faces actual or threatened liability or lien or loss of use of the System as a result, that other Party, or Parties as the case may be, may make written demand on the nonpaying Party, advising that, to the extent that the nonpaying Party fails to indemnify and hold harmless, the demanding Party will have the rights as set forth in subparagraph A above.

A lien provided for by this paragraph will be perfected and foreclosed according to the law of the State of Idaho. In any action brought under this paragraph, the prevailing party will be entitled to such costs and fees, including reasonable attorney's fees, as a court, trial or appellate, may determine.

12. A lien provided for in the preceding paragraph will be subordinate to the lien of any first mortgage, but shall not be

extinguished or adversely affected by the sale or transfer of the Parcel in question. The sale or transfer of such a Parcel, however, pursuant to a mortgage foreclosure or deed in lieu thereof shall automatically extinguish such a lien, but will not relieve the Parcel in question from any costs that may thereafter arise, or from a subsequent lien in relation thereto.

13. This Agreement will automatically terminate at such time as the Parcels of the Parties hereon are acceptably connected to a public water system. As each such Parcel is so connected, so much of the System as is located on that Parcel will be the property of the respective owner, and Grantor will own so much of the System as is located on Grantor's Parcel. Irrespective of the aforesaid connection to public water, however, this Agreement shall continue in force and effect to the extent necessary to carry out its purposes.

14. This Agreement will benefit and bind the heirs, successors and assigns of the Parties, and will be recorded in the real estate records of Canyon, County, Idaho. The covenants contained herein run with the land, and are binding on all who have or acquire any right, title or interest in the land described herein, or any part thereof, and will inure to the benefit of each owner thereof.

15. This Agreement will be construed according to the laws of the State of Idaho. The invalidity of any portion shall not affect the validity of the remainder, which will be enforced to the fullest extent possible to achieve the intentions expressed herein.

GRANTORS:

The Russell C. Fivecoat Revocable Trust

By William R. Fivecoat (Trustee)

FIRST GRANTEEES:

Christie L. Fivecoat

Louise Crockett

SECOND GRANTEEES:

Robert T. Fivecoat

Ruth A. Robertson

STATE OF IDAHO)
 : ss.
County of Canyon)

On this 31st day of December 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared William R. Fivecoat, trustee for the Russell C. Fivecoat Revocable Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



Linda Benson
Notary Public for Idaho
Residing at Caldwell
My Commission Expires: 5-28-93

T.

my office
(SEAL)
APR 2 1964

X Lee Schuman
Notary Public for Idaho
Residing at X Quartzite
My Commission Expires: X
My Commission Expires Nov. 10, 199

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

Notary Public For Idaho
Residing at Chelmsford
My Commission Expires: 3-2-1992

(PT

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A63-21241
Date Received: 2/01/1990
Receipt No: W008175
Received By: DE JON

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: CHESTER L. CROCKETT 208-459-7118
Address: 23448 CENTERPOINT RD.
CALDWELL, ID 83605

OR
Name: M. LOUISE CROCKETT 208-459-7118
Address: 23448 CENTERPOINT RD.
CALDWELL, ID 83605

2. Date of Priority: JUL 20, 1921

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	04W	5	NW	SE			CANYON

5. Description of diverting works:
505' ARTESIAN WELL, NO PRESSURE SYSTEM ON WELL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.020		

7. Total Quantity Appropriated is:
0.060 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOUSEHOLD, S/10 HEAD BEEF

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	04W	5	NE	SE		DOMEST	
			NE	SE		STOCK	

11. Place of use in counties: CANYON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
EUREKA DITCH CO.

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

COPY
BUREAU OF LAND MANAGEMENT
DENVER, COLORADO

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

9/13/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 63-21241

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CHESTER L CROCKETT
Current Owner	M LOUISE CROCKETT
	23448 CENTERPOINT RD
	CALDWELL, ID 83605
	2084597118

Priority Date: 07/20/1921

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	1/01	12/31	0.02 CFS	
DOMESTIC	1/01	12/31	0.04 CFS	
Total Diversion			0.06 CFS	

Location of Point(s) of Diversion:

GROUND WATER | NESE | Sec. 05 | Township 04N | Range 04W | CANYON County

Place(s) of use:

Place of Use Legal Description: STOCKWATER CANYON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
04N	04W	5		NESE										

Place of Use Legal Description: DOMESTIC CANYON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
04N	04W	5		NESE										

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4. PARCEL NO. 9R 04N04W057200 STOCKWATER, 10 RANGE CATTLE

Dates:

Licensed Date:

Decreed Date: 03/24/2000

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: OR

Water District Number: TBD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

State of Idaho
Department of Water Resources

Water Right
63-21241

DOMESTIC

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.

04W



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

0 0.045 0.09 0.18 Miles



State of Idaho
Department of Water Resources

Water Right
63-21241

STOCKWATER

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.

04W



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

0 0.045 0.09 0.18 Miles





Pioneer Title Co.
GOING BEYOND

610 S. Kimball Avenue
Caldwell, ID 83605

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

File No. 775288 VH/SM

2021-044938

RECORDED

06/24/2021 11:13 AM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 LBERG \$15.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

WARRANTY DEED

For Value Received Kevin Chester Crockett and Paula Gayle Crockett, husband and wife
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Shaw Holdings, LLC, an Idaho Limited Liability Company
hereinafter referred to as Grantee, whose current address is 22993 Howe Road Caldwell, ID 83607

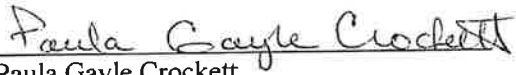
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

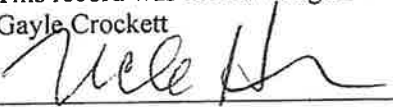
To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises 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: June 17, 2021


Kevin Chester Crockett


Paula Gayle Crockett
State of ID, County of Canyon

This record was acknowledged before me on June 24th, 2021 by Kevin Chester Crockett and Paula Gayle Crockett


Signature of notary public
Commission Expires: 12/21/2022

VICKI HUNSPERGER
COMMISSION #31135
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT A

Parcel 1

A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 4 North, Range 4 West, Boise Meridian, Canyon County, Idaho, being further described as follows:

BASIS OF BEARING:

The North line of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 4 North, Range 4 West, Boise Meridian, derived from found monuments and taken as South 89°39'09" East with the distance between monuments found to be 1319.76 feet.

BEGINNING at the East 1/4 corner of said Section 5, Township 4 North, Range 4 West, Boise Meridian;

Thence along the East line of the Northeast 1/4 of the Southeast 1/4 of Section 5, South 00°46'00" West, a distance of 564.25 feet;

Thence leaving said East line, North 49°58'17" West, a distance of 108.08 feet;

Thence South 22°31'15" West, a distance of 92.72 feet;

Thence North 60°27'27" West, a distance of 81.72 feet;

Thence South 89°56'05" West, to a point on the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 5, a distance of 1,130.37 feet;

Thence along said West line, North 00°47'20" East, to the Center East 1/16 corner, a distance of 549.39 feet;

Thence leaving said Center East 1/16 corner and along the North line of the Northeast 1/4 of the Southeast 1/4 of said Section, South 89°39'09" East, a distance of 1,319.76 feet to the POINT OF BEGINNING.

Parcel 2

A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 4 North, Range 4 West, Boise Meridian, Canyon County, Idaho, being further described as follows:

BASIS OF BEARING:

The North line of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 4 North, Range 4 West, Boise Meridian, derived from found monuments and taken as South 89°39'09" East with the distance between monuments found to be 1319.76 feet.

BEGINNING at the South 1/16 East corner of the Northeast 1/4 of the Southeast 1/4 of said Section 5, Township 4 North, Range 4 West, Boise Meridian;

Thence North 89°37'30" West, to a point on the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 5, a distance of 1,320.26 feet;

Thence along said West line, North 00°47'20" East, a distance of 769.26 feet;

Thence leaving said West line, North 89°56'05" East, a distance of 1,130.37 feet;

Thence South 60°27'27" East, a distance of 81.72 feet;

Thence North 22°31'15" East, a distance of 92.72 feet;

Thence South 49°58'17" East, to a point on the East line of the Northeast 1/4 of the Southeast 1/4 of said Section 5, a distance of 108.08 feet;

Thence along said East line, South 00°46'00" West, a distance of 755.02 feet to the POINT OF BEGINNING,

Idaho Department of Water Resources Receipt

Receipt ID: W049874

Payment Amount	\$225.00	Date Received	10/20/2021	Region	WESTERN
Payment Type	Check	Check Number	1177		
Payer	SHAW HOLDINGS LLC				
Comments	APPLICATION FOR TRANSFR FOR SHAW HOLDINGS LLC WRNO 63-21241				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$225.00	TRANSFERS	62105	0229	21		1155

LE

Signature Line (Department Representative)



IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082

Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

December 3, 2021

SHAW HOLDINGS LLC
22993 HOWE RD
CALDWELL, ID 83607-9019

**RE: Transfer No. 85447
Water Right No(s). 63-21241**

Dear Applicant:

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the PRESS TRIBUNE on 12/16/2021 and 12/23/2021. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,



Denise Lauerman
Administrative Assistant

CC:
SPF ENGINEERING
300 E MALLARD DR STE 350
BOISE, ID 83706-6660



IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082

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Governor Brad Little

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December 3, 2021

CLIF CARLILE
23447 CENTERPOINT RD
CALDWELL, ID 83607

**RE: Transfer No. 85447
Water Right No(s). 63-21241**

Dear Interested Party:

The Department of Water Resources (IDWR) is seeking written comment and/or recommendations from your organization regarding the above referenced water right application. You can find a copy of the application at:

<https://idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>.

IDWR can finish reviewing an unprotested application as soon as the protest period has past. Therefore, your prompt response to this request is appreciated. If your organization desires to formally protest the approval of this application, you may do so after the notice is published by filing a written protest along with a \$25.00 filing fee within 10 days of the final publication.

Please contact this office if you have any questions regarding the application.

Sincerely,

Denise Lauerman
Administrative Assistant

Enclosure

Lauerman, Denise

From: Lauerman, Denise
Sent: Friday, December 03, 2021 4:16 PM
To: Legal Clerk
Subject: CANYON COUNTY Legal Notice - Application for Permit No. 63-35092, 63-35131, Transfer No. 85447; Water Right No(s). 63-21241
Attachments: Cover Letter Canyon County 63-35092 63-35131 85447.docx; Legal Notice Canyon County 63-35092 63-35131 85447.docx

Good afternoon,

Please see the attached ad for publication on 12/16/2021 and 12/23/2021.

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 12/27/2021. Your cooperation is appreciated

Please confirm this is okay to publish as shown and send confirmation and all other correspondence to this email.

Thanks much!
Denise

Denise Lauerman

Administrative Assistant | IDWR - Western Region
2735 W Airport Way, Boise ID 83705-5082

☎ (208) 334.2190 | <http://idwr.idaho.gov/>

✉ denise.lauerman@idwr.idaho.gov



IDAHO DEPARTMENT OF
WATER RESOURCES

December 3, 2021

LEGAL NOTICE DEPARTMENT
PRESS TRIBUNE
PO BOX 9399
NAMPA, ID 83652

**RE: Transfer No. 85447
Water Right No(s). 63-21241
Application for Permit No. 63-35092, 63-35131**

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 12/27/2021. Your cooperation is appreciated.

Sincerely,

Denise Lauerman
Administrative Assistant

Enclosures

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

63-35092

DOUBLE R LAND AND CATTLE LLC

9555 BOOKER LN

NAMPA, ID 83686-5931

Point of Diversion NESE S30 T02N R02W CANYON County Source GROUND WATER

Use: IRRIGATION 03/01 to 11/15 1.5 CFS

Total Diversion: 1.5 CFS

Date Filed: 08-04-2021

Place Of Use: IRRIGATION

T02N R02W S30 NESE, NWSE

Total Acres: 75

Water bearing zone to be appropriated is from number 200 to 400 feet.

63-35131

BRIDGET VANDERWOUDE

GEORGE VANDERWOUDE

22448 MARKET RD

PARMA, ID 83660

Point of Diversion NESW S8 T05N R04W CANYON County Source GROUND WATER

Point of Diversion NWSE S8 T05N R04W CANYON County Source GROUND WATER

Point of Diversion NWSE S8 T05N R04W CANYON County Source GROUND WATER

Point of Diversion SWSE S8 T05N R04W CANYON County Source GROUND WATER

Point of Diversion NWNE S17 T05N R04W CANYON County Source GROUND WATER

Use: STOCKWATER 01/01 to 12/31 0.12 CFS

Use: IRRIGATION 03/01 to 11/15 2.54 CFS

Use: COMMERCIAL 01/01 to 12/31 0.12 CFS

Total Diversion: 2.78 CFS

Date Filed: 10-07-2021

Place Of Use: COMMERCIAL, STOCKWATER

T05N R04W S8 SESW,SWSE,NWSE

Place Of Use: IRRIGATION

T05N R04W S8 SWNE,SENW,NESW,SESW,NWSE,SWSE

Total Acres: 127

Water bearing zone to be appropriated is from 90 to 171 feet.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 85447

SHAW HOLDINGS LLC, 22993 HOWE RD, CALDWELL, ID 83607-9019 has filed Application No. 85447 for changes to the following water rights within CANYON County(s): Right No(s). 63-21241; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows:
to add a POD in T04N R04W Sec. 5 NWSE near where Centerpoint Rd crosses the North Drain.

Permits will be subject to all prior water rights. For additional information concerning the property location, contact the Western office at (208)334-2190; or for a full description of the right(s), please see <https://idwr.idaho.gov/apps/ExtSearch/WRAApplicationResults/>. Protests may be submitted based on the criteria of Idaho Code § 42-203A and § 42-222. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Western Region, 2735 W AIRPORT WAY, BOISE ID 83705-5082 together with a protest fee of \$25.00 for each application on or before 12/27/2021. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 12/16/2021 and 12/23/2021

McSherry, Laura

From: Lori Graves <LGraves@spfwater.com>
Sent: Monday, November 22, 2021 11:20 AM
To: McSherry, Laura
Subject: RE: Transfer Application: Water Right 63-21241
Attachments: XFR Correction.pdf

Oh for heaven's sake, thanks for catching Laura. Attached is a corrected page for insert.

From: McSherry, Laura <Laura.McSherry@idwr.idaho.gov>
Sent: Monday, November 22, 2021 10:31 AM
To: greg@shawcattle.com
Cc: Lori Graves <LGraves@spfwater.com>
Subject: Transfer Application: Water Right 63-21241

Hello,

After review of the Application for Transfer of Water Right – Point(s) of Diversion for water right 63-21241, a correction is needed to complete processing.

The Point of Diversion (#5) for the private 6" well shows 04N04N05 as the location legal description. Based on the map submitted with the application, the location should be 04N04W05.

Please make this correction to the attached application and return to our office.

If you have any questions, please contact me directly.

Thank you,



Laura McSherry

Water Resource Agent

P: (208) 605-4633

Idaho Dept. of Water Resources

idwr.idaho.gov

MEMORANDUM

TO: Transfer No. 85447
FROM: Laura McSherry
DATE: 11/22/2021
RE: Transfer – Ownership Change

The purpose of this memo is to document the Notice of Ownership Change processed as part of a transfer application for water right 63-21241. A copy of the conveyance document showing Shaw Holdings LLC as the owner of the legal description of the property conveyed was submitted. A GIS shapefile was created to reflect the legal property description and verify ownership of the entire water right.