

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

COPY RECEIVED

JUN 29 2021

WATER RESOURCES
WESTERN 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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
65-168	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-169	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-170	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-171	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-172	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: DRAPER ENTERPRISES LLC c/o JERRY RADANDT
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): BENJAMIN McNEVIN ANDI McNEVIN
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 12555 LIBERTY RD. SWEET ID 83670
Mailing address City State ZIP
- 623-695-9071 BENJAMIN 992 AT YAHOO.COM
Telephone Email

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

5. Date you acquired the water rights and/or claims listed above: 11/23/2016

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

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

- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
- ☐ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ 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 # 65-168

8. Signature: Ben McNevin 6/28/2021
Signature of new owner/claimant Title, if applicable Date
- Signature: Andi McNevin 6/28/2021
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by VE Date 6/29/21 Receipt No. W049531 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 _____ Date _____

Refunded 6/8/21

OCT 06 2021

WATER RESOURCES
WESTERN REGION

COPY



Pioneer Title Co.

GOING BEYOND

1500 S. Washington Ave., Ste. B
Emmett, ID 83617ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 610733 PG/JW

Instrument # 309066

EMMETT, GEM, IDAHO
2016-11-23 03:20:44 PM No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY OF GEM C
SHELLY TILTON Fee: \$13.00
Ex-Officio Recorder Deputy Steward
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received Dan Pritchett and Susan Pritchett, husband and wife
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Benjamin McNevins and Andi McNevins, husband and wife *B.M.A.M.*
hereinafter referred to as Grantee, whose current address is ~~12555 Liberty Road Sweet ID-83670~~
P.O. Box 1080, Emmett, ID 83617
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: November 22, 2016

[Signature]
Dan Pritchett

[Signature]
Susan Pritchett

State of ID County of GEM

On this 23rd day of November in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Dan Pritchett and Susan Pritchett known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

[Signature]
Residing at: Emmett, ID

Commission Expires: 12/04/2020



EXHIBIT A

That portion of the Northwest 1/4 of the Southeast 1/4 of Section 11, Township 8 North, Range 1 East, Boise-Meridian, Gem County, Idaho, described as follows:

COMMENCING at the Northwest corner of the Southeast 1/4 of Section 11, T. 8 N., R. 1 E., B.M.; thence South 00°33'29" East, 60.00 feet, along the West line of said Southeast 1/4 to the REAL POINT OF BEGINNING; thence North 89°33'10" East, 775.56 feet, parallel with and 60.00 feet South of the North line of said Southeast 1/4; thence South 60°41'38" East, 238.90 feet to a point on the centerline of Liberty Road; thence South 39°11'45" West, 48.81 feet, along said centerline to the beginning of a tangent 350.00 foot radius curve to the right; thence Southwesterly along the arc of said curve and said centerline through a central angle of 18°46'36" a distance of 114.70 feet; thence tangent to said curve South 57°58'21" West, 45.58 feet, along said centerline to the beginning of a tangent 100.00 foot radius curve to the left; thence Southerly along the arc of said curve and said centerline through a central angle of 81°14'40" a distance of 141.80 feet; thence tangent to said curve South 23°16'19" East, 109.72 feet along said centerline; thence South 24°25'03" East, 347.81 feet along said centerline to the beginning of a tangent 250.00 foot radius curve to the right; thence Southerly along the arc of said curve and said centerline through a central angle of 38°09'23" a distance of 166.49 feet; thence leaving said centerline South 89°33'10" West, 521.28 feet, parallel to the North line of said Southeast 1/4 to a point referred to hereinafter as Point "A"; thence continuing South 89°33'10" West, 461.64 feet to a point on the West line of said Southeast 1/4; thence North 00°33'29" West 960.64 feet, along said West line to the REAL POINT OF BEGINNING.

SUBJECT TO a 10.00 foot spring and water line easement under, over and across a strip of land lying 5.00 feet each side of the following described centerline:

BEGINNING at Point "A" described above; thence North 28°57'19" West, 39.30 feet; thence North 05°09'34" West, 103.49 feet to the beginning of a tangent 145.00 foot radius curve to the right; thence Northerly along the arc of said curve through a central angle of 38°52'00" a distance of 98.36 feet; thence tangent to said curve North 33°42'26" East, 70.18 feet; thence North 09°32'13" East, 63.12 feet to the terminus of this easement.

Said limits of said easement shall be extended or shortened at the beginning, terminus and all angle points, so as to make for a continuous and uniform width of access throughout.



Pioneer Title Co.
GOING BEYOND

1500 S. Washington Ave., Ste. B
Emmett, ID 83617

COPY

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

File No. 610733 PG/JW

Beneficiary Initials _____

DEED OF TRUST

THIS DEED OF TRUST, Made November 22, 2016 between Benjamin McNevins and Andi McNevins, husband and wife herein called GRANTOR, whose address is 12555 Liberty Road, Sweet, ID 83670; Pioneer Title Company of Gem County, herein called TRUSTEE; and Dan Pritchett and Susan Pritchett whose mailing address is , , herein called BENEFICIARY;

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Gem, State of Idaho, described as follows:

THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

See Exhibit A attached hereto and made a part hereof.

If all, or any part, of the subject real property, or an interest therein is sold, transferred, or contracted to be sold or transferred in the future by agreement, without the Beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of the Grantor, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of \$85,000.00 Eighty-Five Thousand Dollars and No Cents final payment due November 23, 2028, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans; advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate; irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay: (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust.

(5) Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, pay allowable expenses.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

B. It is mutually agreed that:

(1) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of title evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at accrued legal judgment rate per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(8) Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(9) In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address herein before set forth.

Benjamin McNeVins
Benjamin McNeVins

Andi McNeVins
Andi McNeVins

State of ID, County of Gem

On this 22nd day of November in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Benjamin McNeVins and Andi McNeVins known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Palla R. Garringer
Residing at: Emmett, ID
Commission Expires: 12/04/2020



EXHIBIT A

That portion of the Northwest 1/4 of the Southeast 1/4 of Section 11, Township 8 North, Range 1 East, Boise-Meridian, Gem County, Idaho, described as follows:

COMMENCING at the Northwest corner of the Southeast 1/4 of Section 11, T. 8 N., R. 1 E., B.M.; thence South 00°33'29" East, 60.00 feet, along the West line of said Southeast 1/4 to the REAL POINT OF BEGINNING; thence North 89°33'10" East, 775.56 feet, parallel with and 60.00 feet South of the North line of said Southeast 1/4; thence South 60°41'38" East, 238.90 feet to a point on the centerline of Liberty Road; thence South 39°11'45" West, 48.81 feet, along said centerline to the beginning of a tangent 350.00 foot radius curve to the right; thence Southwesterly along the arc of said curve and said centerline through a central angle of 18°46'36" a distance of 114.70 feet; thence tangent to said curve South 57°58'21" West, 45.58 feet, along said centerline to the beginning of a tangent 100.00 foot radius curve to the left; thence Southerly along the arc of said curve and said centerline through a central angle of 81°14'40" a distance of 141.80 feet; thence tangent to said curve South 23°16'19" East, 109.72 feet along said centerline; thence South 24°25'03" East, 347.81 feet along said centerline to the beginning of a tangent 250.00 foot radius curve to the right; thence Southerly along the arc of said curve and said centerline through a central angle of 38°09'23" a distance of 166.49 feet; thence leaving said centerline South 89°33'10" West, 521.28 feet; parallel to the North line of said Southeast 1/4 to a point referred to hereinafter as Point "A"; thence continuing South 89°33'10" West, 461.64 feet to a point on the West line of said Southeast 1/4; thence North 00°33'29" West 960.64 feet, along said West line to the REAL POINT OF BEGINNING.

SUBJECT TO a 10.00 foot spring and water line easement under, over and across a strip of land lying 5.00 feet each side of the following described centerline:

BEGINNING at Point "A" described above; thence North 28°57'19" West, 39.30 feet; thence North 05°09'34" West, 103.49 feet to the beginning of a tangent 145.00 foot radius curve to the right; thence Northerly along the arc of said curve through a central angle of 38°52'00" a distance of 98.36 feet; thence tangent to said curve North 33°42'26" East, 70.18 feet; thence North 09°32'13" East, 63.12 feet to the terminus of this easement.

Said limits of said easement shall be extended or shortened at the beginning, terminus and all angle points, so as to make for a continuous and uniform width of access throughout.



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

November 08, 2021

BENJAMIN & ANDI MCNEVINS
12555 LIBERTY RD
SWEET ID 83670-5014

RE: Change in Ownership for Water Right No(s): 65-168, 65-169, 65-170, 65-171, 65-172

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on June 29, 2021 for the above referenced water rights. The Notice could not be processed because the water rights do not appear to relate to the property described in your submitted deed.

On October 7, 2021, the Department requested additional documentation of ownership from you. As discussed during a phone call with Benjamin McNevins on October 15, water right nos. **65-168, 65-169, and 65-170** do not apply to your property; and there is not sufficient information to determine which property water right nos. **65-171** and **65-172** apply to. As of the date of this letter, the Department has not received any additional supporting documentation.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$125 has been requested and will be mailed to Benjamin McNevins under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

If you would like to file an Application for Permit to establish a new water right for your property, you can find the necessary forms available on our website at www.idwr.idaho.gov.

If you have any questions regarding this matter, please contact me at (208) 334-2190.

Sincerely,

Lynne Evans
Office Specialist II

Enclosure(s)

Evans, Lynne

From: Evans, Lynne
Sent: Monday, November 8, 2021 11:49 AM
To: IdwrPayable
Subject: Refund Request - McNevins

TO: Sascha Marston, Brenda Corbett

FROM: Lynne Evans

DATE: November 8, 2021

RE: Refund: Ownership Change

Benjamin & Andi McNevins submitted a change in ownership, but it could not be processed with their submitted documentation.

Please issue a refund of \$125 to:

BENJAMIN MCNEVINS
12555 LIBERTY RD
SWEET ID 83670-5014

RECEIPT #

W049531

Lynne Evans | Office Specialist II
IDWR - Western Region
2735 W Airport Way, Boise ID 83705
(208) 334-2190 | lynne.evans@idwr.idaho.gov



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

October 07, 2021

BENJAMIN & ANDI MCNEVINS
12555 LIBERTY RD
SWEET ID 83670-5014

RE: Change in Ownership for Water Right No(s): 65-168, 65-169, 65-170, 65-171, 65-172

Dear Interested Parties:

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

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

- Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

During our review of the documentation you submitted we found discrepancies between that documentation and the legal description of the place of use for the water rights indicated in your Notice. I have enclosed water right reports and maps for your reference.

As shown on the maps, the Points of Diversion (PODs) for water right nos. **65-168, 65-169, and 65-170** are not on the property described in your submitted Warranty Deed. Additionally, the water rights were established for properties that began use of the water between 1918 and 1937, whereas the available taxlot data for your parcel shows that the residence was built in 2008. The available information suggests that the above-referenced water rights are intended for use on neighboring properties rather than the property described in your Deed.

If you agree with this conclusion and would like to cancel your request for a change in ownership, please contact the Department to have your request cancelled and your processing fee refunded.

If you disagree with this conclusion, we will require one of the following items as additional evidence of water right ownership in order to process your request:

- If you own the neighboring parcels shown on the included maps, please provide copies of any Deeds, Title Policies, or other legal documents showing your ownership of these parcels.

OR

- If the water rights are intended for your parcel rather than the neighboring parcels, please provide a Deed that specifically conveys ownership of the water rights in question to you, or any documentation that shows the water rights relate to the parcel described in your submitted Deed rather than to the neighboring parcels.

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

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. 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) 334-2190.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Lynne Evans', with a stylized flourish extending to the right.

Lynne Evans
Office Specialist II

Enclosure(s)

10/7/2021

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

10/7/2021

Dates and Other Information

Decreed Date: 9/17/2002
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: TBD
Mitigation Plan: False

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

N/A

State of Idaho
Department of Water Resources
Attachment to Water Right License
65-168

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.

01E



● Point of Diversion

□ Place Of Use Boundary

□ Townships

□ PLS Sections

□ Quarter Quarters

□ Taxlots

0 0.045 0.09 0.18 Miles



IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

10/7/2021

Water Right 65-169

Owner Type **Name and Address**
Current Owner DRAPER ENTERPRISES LLC
 C/O JERRY RADANDT
 PO BOX 842
 EMMETT, ID 83617
 (208) 398-8275

Original Owner L MABEL FIGART
 SWEET, ID 83670

Priority Date: 11/1/1937

Basis: Decreed

Status: Active

Source **Tributary**
GROUND WATER

Beneficial Use	From	To	Diversion Rate	Volume
DOMESTIC	1/01	12/31	0.040 CFS	1.2 AF
	Total Diversion		0.040 CFS	1.2 AF

Source and Point(s) of Diversion

GROUND WATER NWSE Sec. 11, Twp 08N, Rge 01E, GEM County

Place Of Use

DOMESTIC within GEM County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08N	01E	11														X			

Conditions of Approval:

1. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
2. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. 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.

Dates and Other Information

Decreed Date: 9/17/2002
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

10/7/2021

Water District Number: TBD
Mitigation Plan: False

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

N/A

State of Idaho
Department of Water Resources
Attachment to Water Right License
65-169

This map depicts the DOMESTIC place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



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

0 0.045 0.09 0.18 Miles



IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

10/7/2021

Water Right 65-170

Owner Type **Name and Address**
Current Owner DRAPER ENTERPRISES LLC
C/O JERRY RADANDT
PO BOX 842
EMMETT, ID 83617
(208) 398-8275

Original Owner BUFORD M FIGART
SWEET, ID 83670

Original Owner ESTHER M FIGART
SWEET, ID 83670

Priority Date: 6/1/1918

Basis: Decreed

Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	1/01	12/31	0.040 CFS	1.2 AF
	<u>Total Diversion</u>		0.040 CFS	1.2 AF

Source and Point(s) of Diversion

GROUND WATER SWSE Sec. 11, Twp 08N, Rge 01E, GEM County

Place Of Use

DOMESTIC within GEM County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08N	01E	11														X			

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.

Dates and Other Information

Decreed Date: 9/17/2002

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

10/7/2021

Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: TBD
Mitigation Plan: False

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

N/A

State of Idaho
Department of Water Resources
Attachment to Water Right License
65-170

This map depicts the DOMESTIC place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.

01E



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

0 0.045 0.09 0.18 Miles



10/7/2021

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DRAPER ENTERPRISES LLC C/O JERRY RADANDT PO BOX 842 EMMETT, ID 83617 (208) 398-8275

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IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

10/7/2021

Water District Number: TBD
Mitigation Plan: False

Combined Use Limits
N/A

SubCase:
N/A

Water Supply Bank:
N/A

State of Idaho
Department of Water Resources
Attachment to Water Right License
65-171

This map depicts the DOMESTIC place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.

01E



● Point of Diversion

□ Place Of Use Boundary

□ Townships

□ PLS Sections

□ Quarter Quarters

□ Taxlots

0 0.045 0.09 0.18 Miles



10/7/2021

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DRAPER ENTERPRISES LLC C/O JERRY RADANDT PO BOX 842 EMMETT, ID 83617 (208) 398-8275

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
08N	01E	11														X			

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

10/7/2021

Water District Number: TBD
Mitigation Plan: False

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

N/A

State of Idaho
Department of Water Resources
Attachment to Water Right License
65-172

This map depicts the STOCKWATER place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.

01E



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

0 0.045 0.09 0.18 Miles

