

RECEIVED

MAY 21 2021

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

DEPARTMENT OF
WATER RESOURCES

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
78-4188 ✓	Yes ☒	<i>NO split</i> Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Jay P. Munsey and Robert J. Munsey
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Featherston's Salmon River Ranch, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 113 South Second Ave. Sandpoint ID 83864
Mailing address City State ZIP
(208) 263-6866 brent@featherstonlaw.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: May 11, 2021
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.
8. Signature: [Signature] Brent C. Featherston, Manager 5-18-21
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by LE Date 05/21/2021 Receipt No. W049413 Receipt Amt. \$25.00
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 [Signature] Date 6-22-21

Instrument # 530039

IDAHO COUNTY, IDAHO

05-11-2021 09:05:45 AM No. of Pages: 7

Recorded for: FEATHERSTON LAW FIRM, CHTD.

Kathy M Ackerman Fee: \$15.00

Ex-Officio Recorder Deputy: Js

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

For value received, **Robert J. Munsey, a married man as his sole and separate property, Marilyn Kreuder and Tola Nadine Munsey, Trustee of the Jay P. and Tola Nadine Munsey Family Revocable Trust, and Featherston Salmon River Properties, LLC., an Idaho Limited Liability Company**, Grantors, do hereby grant, bargain, sell and convey unto **Featherston's Salmon River Ranch, LLC, an Idaho limited liability company**, Grantee, whose current address is 113 South Second Ave., Sandpoint, ID 83864, the following property in Idaho County, State of Idaho, to-wit:

See Exhibit "A" Attached

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances hereunto belonging or in anywise appertaining.

And the above-named grantors hereby covenant that the above-described premises are free from all encumbrances, and that they will and their heirs, executors and administrators shall warrant and defend the above premises against all lawful claims and demands, except easements and rights of way of record.

DATED this 10 day of May 2021.

FEATHERSTON LAW FIRM, CHTD.
ATTORNEYS AT LAW

Daniel P. Featherston
Brent C. Featherston*
Jeremy P. Featherston
Jeremi L. Ossman**

113 S. Second Ave.
Sandpoint, ID 83864
Phone (208) 263-6866
Fax (208) 263-0400

WARRANTY DEED - 1

*Licensed in Idaho & Washington
**Licensed in Idaho & Michigan

Robert J. Munsey
Robert J. Munsey

Dated: 5-6-21

DISCLAIMER OF SPOUSE OF GRANTOR

I, **Prudence Dorothea Munsey**, the wife of Robert J. Munsey, Grantor, hereby state:

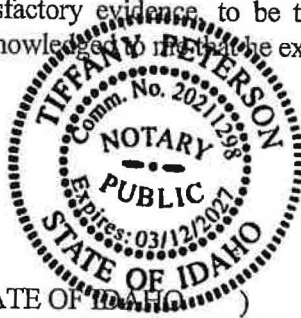
While I claim no interest in the herein described real property, to the extent I may have an interest therein under operation of law, I likewise grant, bargain and sell the same to the above-named grantee.

Prudence Dorothea Munsey
Prudence Dorothea Munsey

Dated: 5-6-21

STATE OF IDAHO)
) ss.
County of Canyon)

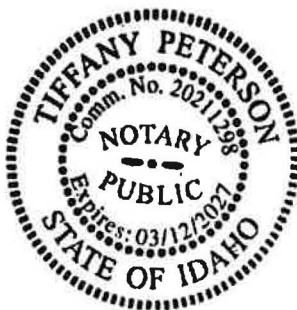
On this 6 day of April May 2021, before me, the undersigned Notary Public, personally appeared **Robert J. Munsey**, known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Tiffany Peterson
Notary Public - State of Idaho
My Commission expires 3/12/2027

STATE OF IDAHO)
) ss.
County of Canyon)

On this 6 day of April May 2021, before me, the undersigned Notary Public, personally appeared **Prudence Dorothea Munsey**, and known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Tiffany Peterson
Notary Public - State of Idaho
My Commission expires 3/12/2027

WARRANTY DEED

Page 2



Daniel P. Featherston
Brent C. Featherston*
Jeremy P. Featherston
Jeremi L. Ossman**

113 S. Second Ave.
Sandpoint, ID 83864
Phone (208) 263-6866
Fax (208) 263-0400

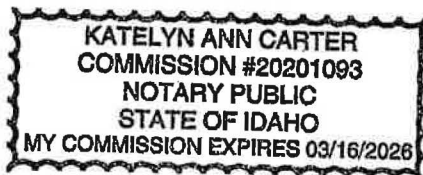
*Licensed in Idaho & Washington
**Licensed in Idaho & Michigan

Marilyn Kreuder
Marilyn Kreuder

Dated: 5-5-2021

STATE OF IDAHO)
) ss.
County of Ada)

On this 5 day of May 2021, before me, the undersigned Notary Public, personally appeared **Marilyn Kreuder**, and known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Katelyn Ann Carter
Notary Public - State of Idaho
My Commission expires 3-16-2026



Daniel P. Featherston
Brent C. Featherston*
Jeremy P. Featherston
Jeremi L. Ossman**

113 S. Second Ave.
Sandpoint, ID 83864
Phone (208) 263-6866
Fax (208) 263-0400

WARRANTY DEED

Page 3

*Licensed in Idaho & Washington
**Licensed in Idaho & Michigan

Jay P. and Tola Nadine Munsey Family Revocable Trust

Tola Nadine Munsey
Tola Nadine Munsey, Trustee

Dated: 5-3-2021

STATE OF Arizona)
) ss.
County of Maricopa)

On this 3rd day of May 2021, before me, the undersigned Notary Public, personally appeared **Tola Nadine Munsey, Trustee of the Jay P. and Tola Nadine Munsey Family Revocable Trust**, and known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same on behalf of said trust as trustee.



Terry K
Notary Public - State of _____
My Commission expires 06-10-2023

FEATHERSTON LAW FIRM, CHD.
ATTORNEYS AT LAW

Daniel P. Featherston
Brent C. Featherston*
Jeremy P. Featherston
Jeremi L. Ossman**

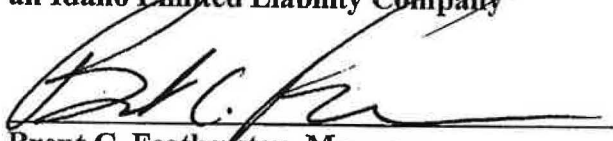
113 S. Second Ave.
Sandpoint, ID 83864
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Fax (208) 263-0400

WARRANTY DEED

Page 4

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**Licensed in Idaho & Michigan

Featherston Salmon River Properties, LLC,
an Idaho Limited Liability Company

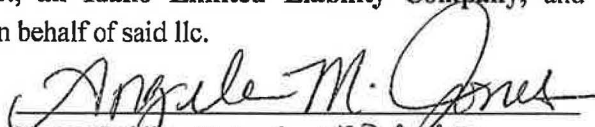

Brent C. Featherston, Manager

Dated: May 10, 2021

STATE OF IDAHO)
) ss.
County of Bonner)

On this 10 day of May 2021, before me, the undersigned Notary Public, personally appeared **Brent C. Featherston**, known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument as the Manager of **Featherston Salmon River Properties, LLC., an Idaho Limited Liability Company**, and acknowledged to me that he executed the same on behalf of said llc.




Notary Public - State of IDAHO
My Commission expires 3.13.2026



Daniel P. Featherston
Brent C. Featherston*
Jeremy P. Featherston
Jeremi L. Ossman**

113 S. Second Ave.
Sandpoint, ID 83864
Phone (208) 263-6866
Fax (208) 263-0400

WARRANTY DEED

Page 5

*Licensed in Idaho & Washington
**Licensed in Idaho & Michigan

EXHIBIT "A"

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 4: SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying West of the Little Salmon River, and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying West of the Little Salmon River

LESS:

A parcel of land in said SW $\frac{1}{4}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the highwater line of the Little Salmon River, 1120 feet South of the Northeast corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$;
thence running South along said river 900 feet to a point at the highwater line;
thence in a straight line in a Northwesterly direction 359 feet to a pine tree 20 feet due East of a cliff marked with an X at base of hill;
thence North in a straight line 164 feet to an iron peg 12 feet due East of another pine at the mouth of a watershed;
thence Northeasterly 368 feet to the Point of Beginning at a point on the highwater line of the Little Salmon River.
Sometimes known as Assessor's Tax No. 4.

AND INCLUDING:

SW $\frac{1}{4}$ SW $\frac{1}{4}$ lying South and West of the Little Salmon River and SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying South and West of the Little Salmon River.

AND INCLUDING:

A parcel of land in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at a point on the West boundary of U.S. Highway #95, whence the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ bears N 37°39' W, 697 feet;
thence S 48°38' E, 318 feet along said West boundary of said highway to the right bank of the Little Salmon River;
thence along said right bank as follows:
N 67° W, 119 feet;
N 76° W, 206 feet;
thence N 32°23' E, 128 feet to the Point of Beginning, LESS right of way for State Highway as recorded in Book 95 of Deeds page 575, Idaho County records.
Sometimes known as Assessor's Tax No. 7.

LESS:

A parcel of land located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 4, more particularly described as follows:

Commencing at the South 1/4 corner of said Section 4;
thence N 89°37'11" W along the South line of said Section 4, 759.66 feet to the Point of Beginning;
thence N 42°49'29" W, 412.37 feet;
thence N 58°15'25" E, 270.43 feet, more or less to the Little Salmon River;

EXHIBIT "A"

(Continued)

thence Southeasterly along the Little Salmon River to a point that is S 89°37'11" E, of the Point of Beginning;
thence N 89°37'11" W, 494.64 feet, more or less to the Point of Beginning.
Sometimes known as Assessor's Tax No. 87.

T-228 T-294 (S-3274) T-200

FRYE, RONALD E

FEATHERSTON, PAUL ETAL

MUNSEY-FEATHERSTON SALMON RIVER RETREAT INC ETAL

Cross O Ranch Inc

Lockwood Creek

Subject Property

T-87

ALSCOTT REAL ESTATE, L L C

This Plat is made solely for the purpose of assisting in locating the land and the company assumes no liability for variations, if any, with an actual survey.

WHEN RECORDED, RETURN TO:

BRENT C. FEATHERSTON
FEATHERSTON LAW FIRM
113 South Second Avenue
Sandpoint, Idaho 83864

THIS SPACE FOR RECORDER'S USE:

ROAD MAINTENANCE AND SHARED WATER RIGHT AGREEMENT

WHEREAS, the undersigned parties are all owners of certain real property located in Section 9, Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho ("Adams County Properties"), **AND** Section 4, Township 22 North, Range 1 East Boise Meridian, Idaho county, Idaho ("Idaho County Properties");

WHEREAS, each such property is subject to and benefited by that Declaration of Easements and Covenants, recorded as Instrument #74082 in the Records of Adams County, Idaho and #334319 in the Records of Idaho County, Idaho, ("Easement for ingress, egress and utilities over, across, along and/or under a presently existing roadway as described therein;

WHEREAS, each such property is benefited by said easement; and

WHEREAS, all said properties are also benefitted by a right to divert waters from Lockwood Creek filed with the State of Idaho Department of Water Resources as Water Right No. 78-4188 ("Water Right") for irrigation and stock water purposes;

WHEREAS, each of the undersigned parties wish to affirm said easement and enter into a mutually beneficial Road Maintenance and Share Water Right Agreement.

NOW, THEREFORE, the undersigned parties do hereby agree, covenant, grant and convey as follows:

1. That each of the undersigned properties is subject to and benefited by an easement for ingress, egress and utilities over and across presently existing roadways and as set forth in Instrument #334319, records of Adams county, Idaho, attached hereto and incorporated herein by reference as Exhibit "A";

2. That each of the undersigned affirm and acknowledge by their signatures the binding effect of the Easement as providing ingress, egress and utilities encumbering and benefiting the parcels of property described herein. To the extent any portion of the existing roadway varies from that easement described in Exhibit "A", the undersigned hereby convey

and covenant herein that all five (5) parcels are hereby granted a easement, thirty (30) feet in width, being fifteen (15) feet on either side of any existing roadway. Should no roadway exist providing access to any of the describe parcels, the undersigned hereby grant and convey access to said parcel across their respective parcels thirty (30) feet in width over the most practicable route to provide such access with the least impact or encumbrance upon the useful and necessary use of the servient parcel. In the event the parties or their successors cannot agree upon said route, the parties or their successors shall submit such matter to mediation prior to filing of any litigation;

3. That each parcel improved with a residential structure capable of occupancy shall share equally with each parcel ownership paying a pro rata share of the costs and expenses necessarily incurred for normal, routine maintenance of the roadway, such as grading or plowing or emergency repairs incurred due to flood, wash out or other event that jeopardizes safe travel or interrupts utility service. This Agreement shall not require any party to share in any extraordinary costs or expenses incurred due to improvement of the roadway by any other party unless mutually agreed upon in writing.

Any parcels not improved with a residential structure capable of occupancy shall only be obligated to pay one-half (1/2) of the pro rata amount owed by any parcel with residential improvements, with any remaining unpaid balance divided equally between the parcels with residential improvements.

4. It is not contemplated that this Agreement shall require or provide for the formation of any non-profit corporation or other road maintenance association unless such is deemed necessary by mutual agreement of all parties.

5. This Agreement shall be binding up and shall inure to the benefit of the following properties owned by the undersigned parties:

A. Munsey-Featherston Salmon River Retreat, Inc. Parcel:

A tract of land located in Section 9, Township 22 North, Range 1 East, B.M., Adams County, Idaho, more particularly described as follows:

Commencing at the North quarter corner of said Section 9; thence North 89 degrees 37' 11" West along the North line of said Section 9 a distance of 321.64 feet; thence South 00 degrees 22' 49" West a distance of 794.79 feet to the point of beginning; thence South 47 degrees 25' 38" East a distance of 454.85 feet; thence North 79 degrees 26' 49" East a distance of 126.02 feet more or less to the Little Salmon River; thence Northwesterly along the Little Salmon River to a point that bears

North 60 degrees 56' 19" East of the point of beginning; thence South 60 degrees 56' 19" West a distance of 410.23 feet more or less to the point of beginning, consisting of 2.8 acres more or less.

B. Robert J. Munsey (and Jane Munsey as to life estate interest):

A tract of land located in Section Nine (9), Township 22 North, Range One (1) East, Boise Meridian, Adams County, Idaho, more fully described as follows:

Commencing at the north quarter corner of said Section Nine (9); thence North 89 degrees 37' 11" West along the north line of said Section Nine (9) a distance of 321.64 feet; thence South 00 degrees 22' 49" West a distance of 794.79 feet to the point of beginning; thence North 41 degrees 31' 17" West a distance of 444.87 feet; thence North 66 degrees 49' 33" East a distance of 501.41 feet more or less to the Little Salmon River; thence southeasterly along the Little Salmon River to a point that is North 60 degrees 56' 19" East of the point of beginning; thence South 60 degrees 56' 19" West a distance of 410.23 feet more or less to the point of beginning, consisting of 4.2 acres more or less.

C. Marilyn Kreuder Property:

A tract of land located in Section Nine (9), Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho, more fully described as follows:

Commencing at the north quarter corner of said Section Nine (9); thence North 89 degrees 37' 11" West along the north line of said Section Nine (9) a distance of 759.66 feet to the point of beginning; thence South 16 degrees 31' 25" East a distance of 484.61 feet; thence North 66 degrees 49' 30" East a distance of 501.41 feet more or less to the Little Salmon River; thence northwesterly along the Little Salmon River to a point that is South 89 degrees 37' 11" East of the point of beginning; thence North 89 degrees 37' 11" West a distance of 494.64 feet more or less to the point of beginning, consisting of 4.3 acres more or less.

D. Jay and Nadine Munsey Property:

A tract of land located in Section four (4); Township 22 North, Range 1 East Boise Meridian, Idaho County, Idaho, more fully described as follows:

Commencing at the south quarter corner of said Section four (4); thence North 89 degrees 37' 11" West along the south line of said Section four (4) a distance of 759.66 feet to the point of beginning; thence North 42 degrees 49' 29" West a distance of 412.37 feet; thence North 58 degrees 15' 25" East a distance of 270.43 feet more or less to the Little Salmon River; thence southeasterly along the Little Salmon River to a point that is South 89 degrees 37' 11" East of the point of beginning; thence North 89 degrees 37' 11" West a distance of 494.64 feet more or less to the point of beginning, consisting of 3.8 acres more or less.

E. Common Property:

Adams County:

Township 22 North, Range 1 East, B.M., Section 9: All that portion of the SW ¼ NE ¼ lying and being West of the West bank of the Little Salmon River, in Adams County, Idaho. ALSO IN: The NE ¼ NW ¼, BUT EXCEPTING THEREFROM: a parcel of land being on both sides of the center line of U.S. Highway 95 – project No. F-4113 (12) Highway Survey as shown on the plans thereof

now on file in the office of the Department of Highways of the State of Idaho, and lying in a portion of the said NE ¼ NW ¼, described as follows: BEGINNING at the Northeast corner of said NE ¼ NW ¼; thence Westerly along the North line of said NE ¼ NW ¼ a distance of 312.0 feet, more or less, to a point in a line parallel with and 150.0 feet South westerly from the center line of said U.S. Highway 95 – Project No. F-4113 (12) Highway Survey; thence Southeasterly along said parallel line being a 2396.48 foot radius curve right 562.0 feet, more or less, to a point in the East line of said NE ¼ NW ¼; thence Northerly along said East line 468.0 feet, more or less, to the PLACE OF BEGINNING. Highway Station reference: 586+68 to 588+75.

LESS a tract of land located in Section 9, Township 22 North, Range 1 East, B.M., Adams County, Idaho, more particularly described as follows:

Commencing at the North quarter corner of said Section 9; thence North 89 degrees 37' 11" West along the North line of said Section 9 a distance of 759.66 feet to the point of beginning; thence South 16 degrees 31' 25" East a distance of 484.61 feet; thence North 66 degrees 49' 30" East a distance of 501.41 feet more or less to the Little Salmon River; thence Northwesterly along the Little Salmon River to a point that is South 89 degrees 37' 11" East of the point of beginning; thence North 89 degrees 37' 11" West a distance of 494.64 feet to the point of beginning; consisting of 4.3 acres more or less.

ALSO LESS A tract of land located in Section 9, Township 22 North, Range 1 East, B.M., Adams County, Idaho, more particularly described as follows:

Commencing at the North quarter corner of said Section 9; thence North 89 degrees 37' 11" West along the North line of said Section 9 a distance of 321.64 feet; thence South 00 degrees 22' 49" West a distance of 794.79 feet to the point of beginning; thence South 47 degrees 25' 38" East a distance of 454.85 feet; thence North 79 degrees 26' 49" East a distance of 126.02 feet more or less to the Little Salmon River; thence Northwesterly along the Little Salmon River to a point that bears North 60 degrees 56' 19" East of the point of beginning; thence South 60 degrees 56' 19" West a distance of 410.23 feet more or less to the point of beginning, consisting of 2.8 acres more or less.

AND ALSO LESS A tract of land located in Section 9, Township 22 North, Range 1 East, B.M., Adams County, Idaho, more particularly described as follows:

Commencing at the North quarter corner of said Section 9; thence North 89 degrees 37' 11" West along the North line of said Section 9 a distance of 321.64 feet; thence South 00 degrees 22' 49" West a distance of 794.79 feet to the point of beginning; thence North 41 degrees 31' 17" West a distance of 444.87 feet; thence North 66 degrees 49' 33" East a distance of 501.41 feet more or less to the Little Salmon River; thence Southeasterly along the Little Salmon River to a point that bears North 60 degrees 56' 19" East of the point of beginning; thence South 60 degrees 56' 19" West a distance of 410.23 feet more or less to the point of beginning, containing 4.2 acres more or less.

Idaho County:

Section 4, Township 22 North, Range 1 East B.M., Idaho County, Idaho.

SW ¼ NW ¼ and NW ¼ SW ¼ lying West of Little Salmon River, LESS beginning at the high water lines of the Little Salmon River, 1,120 feet South of the NE corner of SW ¼ NW ¼; thence running South along said river 900 feet to a point at the high water line; thence in a straight line in a Northwesterly direction 359 feet to a pine tree 20 feet due East of a cliff marked with an X at base of hill; thence North in a straight line 164 feet to an iron peg 12 feet due east another pine at the mouth

of a watershed; thence Northeasterly 368 feet to the point of beginning at a point on the high water line of the Little Salmon River.

SW ¼ SW ¼.

SE ¼ SW ¼ South and West of Little Salmon River

Beginning at a point on the West boundary of U.S. Highway No. 95, whence the NW corner of SE ¼ SW ¼, bears North 37 degrees 39' West, 697 feet; thence South 48 degrees 38' East, 318 feet along said west boundary of said highway, to the right bank of the Little Salmon River; thence along said right bank as follows: North 67 degrees West, 119 feet and North 76 degrees West, 206 feet; thence North 32 degrees 23' East, 128 feet to the point of beginning, being part of the SE ¼ SW ¼; LESS right of way for State Highway as recorded in Book 95 of Deeds, page 575.

SUBJECT TO a Declaration of Easements and Covenants recorded in Idaho County April 10, 2001 as Instrument No. 334319 and recorded in Adams County April 27, 2001 as Instrument No. 74082.

LESS a tract of land located in Section 4, Township 22 North, Range 1 East, B.M., Idaho County, Idaho, more fully described as follows:

Commencing at the South quarter corner of said Section 4; thence 89 degrees 37' 11" West along the South line of said Section 4 a distance of 759.66 feet to the point of beginning; thence North 42 degrees 49' 29" West a distance of 412.37 feet; thence North 58 degrees 15' 25" East a distance of 270.43 feet more or less to the Little Salmon River; thence Southeasterly along the Little Salmon River to a point that is South 89 degrees 37' 11" East of the point of beginning; thence North 89 degrees 37' 11" West a distance of 494.64 feet more or less to the point of beginning, containing 3.8 acres more or less.

6. Water Rights- The parties hereby agree that the Water Rights referenced above are divided equally among the five (5) parcels above-described. Any use of the Water right by each parcel or subdivision of each parcel described above shall not exceed one fifth (1/5th) of the available water in Lockwood Creek and pursuant to the Water Right filed with the State of Idaho Department of Water Resources. It is further agreed that each owner shall have easement to and from Lockwood creek for the purposes of accessing, maintaining and transporting water by pipeline from the source of said Water Right to the properties served by such Water right.

7. This Agreement contains the entire Agreement and all terms of the Agreement of the undersigned parties. Any and all oral or written understandings are hereby merged into this Agreement and shall have no further effect unless stated herein. This Agreement is effective and binding upon the parties herein upon execution and shall inure to the benefit of the above-described properties in perpetuity and shall be binding upon the undersigned's heirs, assigns and representatives.

STATE OF IDAHO)

County of Bonne) ss:

On this 27th day of May, 2015, before me, the undersigned Notary Public, personally appeared David P. Featherston, **MUNSEY-FEATHERSTON SALMON RIVER RETREAT, INC...** known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



[Signature]
Notary Public - State of Idaho
Residing at: Sandpoint, ID
Commission Expires: 1-28-2017

STATE OF IDAHO)

County of ADA) ss:

On this 12th day of MAY, 2015, before me, the undersigned Notary Public, personally appeared TOLA NADINE MUNSEY, **Trustee of the Jay and Nadine Munsey Trust...** known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



[Signature]
Notary Public - State of Idaho
Residing at: _____
Commission Expires: _____

Residing in: Nampa, ID
Commission Expires: 3/21/2019

IDAHO Department of Water Resources



IDWR offices are open to the public and following the CDC guidelines for wearing masks and observing social distancing. For in-person visits, we encourage you to call ahead for an appointment.

[Home](#) / [Water Rights](#) / [Research](#) / [Search Water Rights](#)

WATER RIGHT REPORT

5/17/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 78-4188

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JAY P MUNSEY
Current Owner	ROBERT J MUNSEY HC 75 BOX 3750 NEW MEADOWS, ID 83654 2086283435
Representative	DANIEL P FEATHERSTON FEATHERSTON LAW FIRM CHTD PO BOX 1820 BONNERS FERRY, ID 83805 2082673127
Original Owner	ROBERT C MUNSEY 5689 PINES RD NEW MEADOWS, ID 83654-5037 2086283435

Priority Date: 01/01/1910

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
LOCKWOOD CREEK	LITTLE SALMON RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	0.12 CFS	
STOCKWATER	01/01	12/31	0.01 CFS	
Total Diversion			0.12 CFS	

Location of Point(s) of Diversion:

LOCKWOOD CREEK|NENW|Sec. 09|Township 22N|Range 01E|ADAMS County

Place(s) of use:

Place of Use Legal Description: IRRIGATION IDAHO 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>
22N	01E	4		SESW	1.8									
		9		NWNE	2.7									
				NENW	2.6									

Place of Use Legal Description: STOCKWATER IDAHO 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>
22N	01E	4		SESW										
		9		NWNE										
				NENW										

Total Acres: 7.1

Conditions of Approval:

1. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
2. N05 The quantity of water under this right and water rights 78-12444 and 78-12485 for stockwater use 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.
4. The actual diversion rate for irrigation is 0.116 cfs.
5. The actual total diversion rate for this right is 0.126 cfs.

Dates:

Licensed Date:

Decreed Date: 11/06/2007

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:

Water District Number: NWD

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

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

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

Brad Little
Governor

Gary Spackman
Director

June 22, 2021

FEATHERSTONS SALMON RIVER RANCH LLC
113 S SECOND AVE
SANDPOINT ID 83864-1308

Re: Change in Ownership for Water Right No(s): 78-4188

Dear Water Right Holder(s):

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

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

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

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

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)