

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 13 2021

DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
✓ 2-10386	Yes ☐	Yes ☒		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: EDWARD RAY MONTIERTH and SUSAN MONTIERTH
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Emanuel Blagaila & Dorca Blagaila, husband and wife
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 9115 Pebble Field Way Mailing address
916.572.9842 Telephone
Sacramento CA 95829
City State ZIP
eib95829@gmail.com 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: December 13, 2005
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.
8. Signature: Emanuel Blagaila land owner 03.24.2021
Signature of new owner/claimant Title, if applicable Date
Signature: Dorca Blagaila land owner 03.24.2021
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by ICW Date 4.13.21 Receipt No. C116228 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 ICW Date 4-16-21



PioneerTitleCo.

GOING BEYOND

8151 W. Rifleman Ave. / Boise
Idaho 83704 / (208) 377-2700

PC 601739

REQUEST
PIONEER-CALDWELL
DATE Dec 31 FEE 39

2006 MAR 15 PM 4:05
CANYON RECORDS
BY Will

RECORDED

200618492

WARRANTY DEED

For Value Received

EDWARD RAY MONTIERTH AND SUSAN MONTIERTH,

HUSBAND AND WIFE

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

EMANUEL BLAGAILA AND DORCA T. BLAGAILA, HUSBAND AND WIFE

hereinafter referred to as Grantee, whose current address is 7837 Renton Way., Sacramento, Ca. 95828
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO THE FOLLOWING RESTRICTIONS, each of which is a restriction on use running with the land:

1. No residential building having less than 1800 square feet of living area shall be constructed on the premises;
2. No residential building constructed off the premises will be located on the premises, and
3. Each residential building constructed on the premises will have a garage large enough for the storage of not less than two passenger vehicles.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: March 10, 2006

Edward Ray Montierth
Edward Ray Montierth

Susan Montierth
Susan Montierth

STATE OF ID. County of ADA, ss.

On this 13th day of MARCH, in the year of 2006, before me THE UNDERSIGNED, notary public personally appeared EDWARD RAY MONTIERTH AND SUSAN MONTIERTH known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Kathy Coontz
Kathy Coontz
Notary Public of ID
Residing at Boise
Commission expires: August 15, 2009

READ AND APPROVED BY _____

File No.: 200601739

EXHIBIT A

The East Half of the Northwest Quarter of the Southeast Quarter of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as:

COMMENCING at the East Quarter corner of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence

South 89° 54' 35" West 1,325.55 feet to the POINT OF BEGINNING; thence

South 00° 10' 04" West 1,326.45 feet; thence

South 89° 53' 53" West 662.84 feet; thence

North 00° 10' 14" East 1,326.59 feet; thence

North 89° 54' 35" East 662.77 feet to the POINT OF BEGINNING.

(Known as Parcel 14)

SUBJECT TO AND TOGETHER WITH a 60 foot-wide ingress-egress and irrigation easement along the North side of the above described property and which lies 30 feet each side of the following described centerline:

COMMENCING at the Northeast corner of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence

South 00° 10' 17" West 2,599.16 feet along the East line of said Section to the POINT OF BEGINNING; thence

South 89° 54' 20" West 1,325.54 feet; thence

South 00° 10' 22" West 30.00 feet; thence

South 89° 54' 35" West 3,976.84 feet to the West line of said Section.

ALSO a 30 foot-wide irrigation easement along the South side of the above described property and which lies 15 feet each side of the following described centerline;

COMMENCING at the Southeast corner of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence

North 00° 09' 44" East 1,327.03 feet along the East line of said Section to the POINT OF BEGINNING; thence

South 89° 53' 53" West 2,651.35 feet; thence

South 89° 54' 26" West 2651.45 feet to the West line of said Section.

ALSO a 60 foot-wide ingress-egress easement which lies 30 feet each side of the following described centerline;

COMMENCING at the Southeast corner of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence

South 89° 54' 17" West 1,988.71 feet along the South line of said Section to the POINT OF BEGINNING; thence

North 00° 10' 14" East 1,326.80 feet.

ARTICLES OF INCORPORATION
OF
SKY RANCH WATER USERS ASSOCIATION, INC.

The undersigned, acting as incorporator of a corporation under the Idaho Nonprofit Corporations Act, adopts the following Articles of Incorporation for such corporation.

ARTICLE 1. NAME: The name of the corporation shall be Sky Ranch Water Users Association, Inc. This corporation is a nonprofit corporation.

ARTICLE 2. DURATION: The duration of this corporation shall be perpetual.

ARTICLE 3. REGISTERED OFFICE AND AGENT: The registered office of the corporation is 825 Heartland Dr., Nampa, ID 83686 and its registered agent is Ray Montierth.

ARTICLE 4. INCORPORATOR: The name of the incorporator is Ray Montierth and the incorporator's address is 825 Heartland Dr., Nampa, ID 83686.

ARTICLE 5. PURPOSE AND POWERS: The specific purposes for which the Association is organized are to engage in all such activities as are incidental or conducive to the maintenance and preservation of the common irrigation system works, including but not limited to the common pump and systems for delivery of water from Hat Butte Mutual Canal Company to the individual parcels of property described in the "Sky Ranch Water Users' Agreement," and any other activities which are permitted to be done by a nonprofit corporation under any laws that may now or hereafter be applicable or available to this corporation.

ARTICLE 6. MEMBERSHIP: The corporation will have members as provided in the "Sky Ranch Water Users' Agreement," as the same may be amended from time to time.

ARTICLE 7. BOARD OF DIRECTORS: The affairs of the Corporation shall be managed by its Board of Directors. The number of Directors serving on the Board of Directors shall be fixed in accordance with the Sky Ranch Water Users' Agreement. Each Director of the Corporation shall, at all times, be a member of the Corporation. Other than the Directors constituting the initial Board of Directors, who are designated in these Articles, the Directors shall be elected by the members of the Corporation in the manner and for the term provided in the Bylaws of the Corporation.

The names and street addresses of the persons constituting the initial Board of Directors are:

<u>NAME</u>	<u>ADDRESS</u>
Ray Montierth	825 Heartland Dr., Nampa, ID 83686.
Herbert Montierth	825 Heartland Dr., Nampa, ID 83686.
Mike Whipple	1311 11 th South, Nampa, Idaho 83651

ARTICLE 8. SELECTION OF OFFICERS AND DIRECTORS: Officers and directors of this corporation shall be elected by the members at the annual meeting. The number of officers and directors and all other matters relating to the management of the Association shall be set out in the Agreement.

ARTICLE 9. VOTING RIGHTS: The Association shall have one class of voting membership in this Association. Each Member shall be entitled to one vote in proportion to the number of water shares that the Member holds with Hat Butte Mutual Canal Company.

ARTICLE 10. ASSESSMENT: Each member shall be liable for the payment of assessments as provided for in the Bylaws of the Association or in the "Sky Ranch Water Users' Agreement," as the same may be amended from time to time.

ARTICLE 11. AMENDMENTS: Amendments of these Articles shall require the approval of seventy-five percent (75%) of the entire membership.

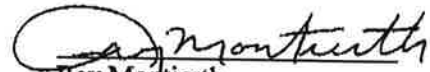
ARTICLE 12. DISSOLUTION: Upon dissolution or final liquidation of the corporation, the assets of the corporation shall be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

ARTICLE 13. BENEFICIAL INTEREST: No part of the net earnings of the Association shall inure to the benefit of or be distributable to its members, directors officers or other private persons, except that this Association shall be authorized and empowered to reimburse members for out of pocket expenses incurred on behalf of the Association and to make payments and distributions in furtherance of the purposes set forth in these Articles.

ARTICLE 14. BYLAWS. Provisions for the regulation of the internal affairs of the Corporation shall be set forth in its bylaws.

ARTICLE 15. QUORUM. For purpose of all meetings of Members, a quorum shall consist of one-third (1/3) of the Members entitled to vote.

EXECUTED in duplicate this 26th day of October, 2005, by the undersigned incorporator.


Ray Montierth

SKY RANCH WATER USERS' AGREEMENT

ARTICLE I. PURPOSE

This Agreement is by and between certain parcel owners located in Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho (the "Section"). Parcels 1 through 14, 16 thru 22 and A thru K of the Section as designated on the map attached as Exhibit A (the "Member Parcels"), and their successors and assigns. The signing and adherence to this Agreement is a condition of purchasing property from Ray and Herbert Montierth (the "Montierths") in said section. The purpose of this Agreement is to establish an Association that will place orders for water from Hat Butte Mutual Canal Company ("Hat Butte") rather than each parcel owner placing an order for water individually.

ARTICLE II. DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ASSOCIATION" shall mean and refer to Sky Ranch Water Users' Association consisting of all Members, their successors and assigns. Said Association may be incorporated as a non-profit corporation by the Members.

Section 2. "MEMBER" shall mean and refer to only those persons owning real property within the Member Parcels. Persons owning property within the Section but without the Member Parcels may be added only by the Montierths in their sole discretion.

ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual Meetings: The first annual meeting of the Members shall be held within one (1) year from the date of the first receipt of ownership in fee by a Member. The annual meeting of the Members shall be held at such hour and on such day as shall be determined by the Members.

Section 2. Special Meetings: Special meetings of the Members may be called at any time upon written request of the Members who constitute one-fourth (1/4) of all the votes in the Association.

Section 3. Notice of Meetings: Written notice of any meeting shall be sent at least fifteen (15) days before such meeting to each Member entitled to vote, addressed to the Member's address supplied by such Member to the Association for the purpose of notice. Written notice shall specify the place, day and hour of the meeting and, in the case of a Special Meeting, the purpose of the meeting. The initial address for notice for

each Member is set forth on the signature page hereof, but may be changed by providing written notification of the new address to the Association. Until changed by notice to all Members, the address of the Association is 825 Heartland Dr., Nampa, ID 83686.

Section 4. Quorum: The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast, of not less than one-third (1/3) of all the votes in the Association shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, by vote of a majority of the membership votes entitled to be cast then present or represented therein, the meeting may be adjourned from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his fee interest in property to another individual.

ARTICLE IV. VOTING

The Association shall have one class of voting membership in this Association. Each Member shall be entitled to one vote in proportion to the number of water shares that the Member holds with Hat Butte.

ARTICLE V. POWERS AND DUTIES OF ASSOCIATION AND MEMBERS

Section 1. It shall be the Association's Power and Duty to:

- A. Fix the amount of the annual assessment against each Member based on their pro rata share of water ordered from Hat Butte
- B. Collect assessments from Members and remit the same to Hat Butte;
- C. Send written notice to every Member subject thereto at least thirty (30) days in advance of each annual assessment period;
- D. Appoint a water master for operation and delivery of water to each Member's property. The appointed water master shall have the sole duty and authority for the operation and delivery of water and no other Member of the Association shall hold that same authority.
- F. Give orders to the water master on a periodic basis or from time to time as to how much water he will order from Hat Butte.

Section 2. It shall be the duty of each Member to:

- A. Make timely election of the amount of water to be used by such Member for the following water year.
- B. Make payments assessed by the Association for delivery of water as set forth in Article (VII) Section (1).
- C. Install on each Member's parcel, as approved by the water master, monitoring devices, flow meters or other reasonable means to monitor water usage of each Member for the purpose of fixing the amount of the annual assessment to be charged to each Member.
- D. Each Member shall be responsible for the delivery of water to their parcel, and the cost thereof, from the point of delivery by Hat Butte.

ARTICLE VI. POWERS AND DUTIES OF WATER MASTER

Section 1. Election of Water Master. The Association shall have a water master, who shall have the powers and duties set forth in this Agreement. The water master shall be elected by a two-thirds (2/3) vote of the Members at a meeting of Members at which a quorum is present, and shall serve for a period of one year or until a new water master is properly elected and qualified. A water master may be removed at any time by a two-thirds (2/3) vote of the Members present at a meeting of the Members called for that purpose, provided that a quorum is present.

Section 2. Power. As set forth in Article V Paragraph E, the appointed water master will be the sole responsible party for water delivery and no Member shall receive water except under the authority and direction of said water master.

Section 3. Duties. The water master shall withhold delivery of water to any Member unless and until such Member shall tender to the Association payment in full for the Member's proportionate share of costs assessed by the Association, including but not limited to, the appropriate amounts for operation and maintenance and required prepayments by Hat Butte for the current irrigation season. Strict adherence to this requirement is necessary to assure the required prepayment to Hat Butte and to guarantee to Hat Butte that no water will be used without advance payment therefore.

ARTICLE VII. ASSESSMENT

Section 1. Determination of Assessed Amount. The assessed amount that each Member shall pay to the Association will be based upon that Member's pro rata share of the charges from Hat Butte for (1) the delivery of that amount of water as elected by the

Member in accordance with Article (V) Section (2) hereof that is delivered to that Member's acreage, together with the power costs associated with the delivery of such water, (2) that Member's pro rata share of operating and maintenance costs charged by Hat Butte, and (3) any special assessments required by the Association for purposes of management and delivery of water to the respective parcels, as approved by two-thirds (2/3) vote of the Members present in person or by proxy and voting at a meeting of the Members at which a quorum is present.

Section 2. Payment Due Date. For the first year, assessed amounts shall be paid in full to the Association no later than 60 days following the closing date of each respective parcel. However, for parcels with closing dates in December 2005 or January 2006, payment shall be made no later than February 1, 2006. For each calendar year thereafter, assessed amounts shall be paid in full no later than February 1st or at such date as may be determined by the Members.

Section 3. Credits or Refunds. Any unused portions of amounts prepaid by each member will be refunded at the end of each irrigation season, or, at the election of the Member, credited to the account of such Member's prepayment obligation for the subsequent year.

Section 4. Late Payment. Each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Member personally obligated to pay the same and or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

ARTICLE VIII. AMENDMENTS

This Agreement may be altered, amended or a new agreement adopted at any regular meeting or at any special meeting of the Members thereof, called for that purpose, by the affirmative vote of two-thirds (2/3) of the votes in the Association as held by Members present at such meeting; provided that a quorum be present. For purposes of this Agreement, a quorum shall mean the presence of Members or proxies entitled to cast equal to not less than two-thirds (2/3) of all the votes in the Association.

ARTICLE IV. SEVERABILITY

In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The foregoing Agreement shall be effective the day of 2005.

(Signature) _____
(Print Name) _____, Member
Address: _____

(Signature) _____
(Print Name) _____, Member
Address: _____

(Signature) _____
(Print Name) _____, Member
Address: _____

ASSIGNMENT AGREEMENT

FOR RELINQUISHED PROPERTY
1031-6667

THIS ASSIGNMENT is made and entered into as of March 9, 2006 by and between EDWARD RAY MONTIERTH AND SUSAN MONTIERTH, HUSBAND AND WIFE (hereinafter referred to as "Assignor"), PIONEER 1031 COMPANY, an Idaho corporation (hereinafter "Assignee") and EMANUEL BLAGAILA AND DORCA T. BLAGAILA, HUSBAND AND WIFE (hereinafter "Consenting Party").

RECITALS:

WHEREAS, Assignor and Consenting Party have entered into that certain Sale Contract/Purchase Agreement dated January 30, 2006 (hereinafter "Purchase Agreement"), a copy of which is attached as Exhibit "A" wherein Assignor agreed to transfer that certain real property legally described as:

See legal description described on Exhibit "B" attached hereto

commonly known as: Parcel 14 Sky Ranch Road, Nampa, ID (hereinafter "Relinquished Property") to Consenting Party; and

WHEREAS, Assignor desires to effect a tax deferred exchange of the Relinquished Property for other property or properties of like kind pursuant to and in accordance with Section 1031 of the Internal Revenue Code, and the Treasury regulations promulgated thereunder; and

WHEREAS, Assignor wishes to be relieved of the obligation to so dispose of the Relinquished Property under the Purchase Agreement and substitute Assignee in place of Assignor under the Purchase Agreement to allow Assignee to complete the transfer of the Relinquished Property as part of an integrated, interdependent transaction between Assignor and Assignee.

NOW, THEREFORE, the parties mutually agree as follows:

1. Assignor hereby assigns to Assignee all of their rights and interest in the Purchase Agreement for purposes of a 1031 exchange and Consenting Party does hereby consent to such Assignment, acknowledging, however that such consent does not relieve Assignor from any and all of the obligations under the Purchase Agreement. Assignee hereby assumes all of such rights and interest in the Purchase Agreement. The Purchase Agreement is hereby assigned in accordance with the terms hereof.

2. Assignee's obligation to close escrow and assume the rights and interest of Assignor under the Purchase Agreement is conditioned upon the satisfaction of the following conditions, prior to close of escrow for the transfer of the Relinquished Property to Assignee:

A. Review and approval by Assignee of the Seller's Escrow Instructions and any other documents related to the transaction.

B. The execution of all escrow closing documents by the Assignor and Consenting Party prior to the conveyance of the Relinquished Property pursuant to the provisions of an Exchange Agreement between Assignee and Assignor.

3. Notwithstanding the foregoing, in the event the escrow for the transfer of the Relinquished Property to Consenting Party from Assignee does not close on or before the date set for close of escrow in the Purchase Agreement, unless such date is extended by written agreement of the parties hereto, this Assignment Agreement shall be null and void and the Purchase Agreement shall be reinstated in full force and effect between Assignor and Consenting Party without any further obligation or liability on the part of Assignee.

4. Consenting Party acknowledges that Assignee has not made any warranties or representations of any kind with regard to the Relinquished Property and Consenting Party is not relying on any representations or information provided by Assignee and that any warranties or representations as made in the Purchase Agreement or otherwise shall be deemed to be made directly by Assignor to Consenting Party and all rights or remedies arising from a breach thereof shall be enforced directly against Assignor.

5. Assignor is aware that Pioneer 1031 Company is affiliated with Pioneer Title Company, whose services may be used in connection with this transaction or transactions.

6. Consenting Party has been requested to sign this agreement for the sole purpose of acknowledging that an assignment has been made to facilitate a tax-deferred exchange by the assignor. Consenting party is hereby assured that no additional expense, liability, or delay will result from their acknowledgment and execution of this agreement.

7. This Agreement may be executed in counterparts and shall be of the same force and effect as if one document had been signed by all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands.

ASSIGNEE:

PIONEER 1031 COMPANY, AN IDAHO CORPORATION

Mary J. Allen
BY: MARY J. ALLEN, ASSISTANT SECRETARY

DATE: 3/7/06

ASSIGNOR(S):

X _____ DATE X _____
EDWARD RAY MONTIERTH

X _____ DATE X _____
SUSAN MONTIERTH

CONSENTING PARTY(S):

X _____ DATE X _____
EMANUEL BLAGAILA

X _____ DATE X _____
DORCA T. BLAGAILA



8151 W. Rifleman Ave. / Boise
Idaho 83704 / (208) 377-2700

WARRANTY DEED

For Value Received

EDWARD RAY MONTIERTH AND SUSAN MONTIERTH,

HUSBAND AND WIFE

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To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: March 10, 2006

Edward Ray Montierth

Susan Montierth

STATE OF ID. County of ADA, ss.

On this _____ day of MARCH, in the year of 2006, before me THE UNDERSIGNED, notary public personally appeared EDWARD RAY MONTIERTH AND SUSAN MONTIERTH known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

File No.: 200601739

EXHIBIT A

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Pioneer Title Co.

GOING BEYOND

8151 W. Rifleman Ave. / Boise
Idaho 83704 / (208) 377-2700

REQUEST
BY Deed 391

PIONEER-CALDWELL

BY Will
CANYON
RECORDED

2006 MAR 15 PM 4:55

RECORDED

200618492

WARRANTY DEED

For Value Received

EDWARD RAY MONTIERTH AND SUSAN MONTIERTH,

HUSBAND AND WIFE

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

EMANUEL BLAGAILA AND DORCA T. BLAGAILA, HUSBAND AND WIFE

hereinafter referred to as Grantee, whose current address is 7837 Renton Way., Sacramento, Ca. 95828
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO THE FOLLOWING RESTRICTIONS, each of which is a restriction on use running with the land:

1. No residential building having less than 1800 square feet of living area shall be constructed on the premises;
2. No residential building constructed off the premises will be located on the premises, and
3. Each residential building constructed on the premises will have a garage large enough for the storage of not less than two passenger vehicles.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: March 10, 2006

Edward Ray Montierth
Edward Ray Montierth

Susan Montierth
Susan Montierth

STATE OF ID. County of ADA, ss.

On this 13th day of MARCH, in the year of 2006, before me THE UNDERSIGNED, notary public personally appeared EDWARD RAY MONTIERTH AND SUSAN MONTIERTH known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

DISTRICT COURT - SRBA
TWIN FALLS CO. IDAHO
FILED

2009 MAY 11 PM 2 18

In Re SRBA)

Case No. 39576)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 02-10386

NAME AND ADDRESS:

ESTATE OF GOLDA DARLENE
MONTIERTH
HERBERT R MONTIERTH PERS REP
825 HEARTLAND DR
NAMPA, ID 83686

HERBERT R MONTIERTH JR
6312 S ZITHER AVE
BOISE, ID 83709

EDWARD RAY MONTIERTH
SUSAN L MONTIERTH
825 HEARTLAND DR
NAMPA, ID 83686

SOURCE:

SNAKE RIVER TRIBUTARY: COLUMBIA RIVER

QUANTITY:

0.278 CFS

RIGHTS 2-2172, 2-2177, 2-2184, 2-2185, 2-2191A, AND SPLITS OF
2-2191B, 2-2192, 2-2193, 2-2194A, 2-2196, 2-2199, 2-2208,
2-2280, 2-2363, 2-2368, 2-2422, 2-7010, 2-7011, 2-7078, 2-7081,
2-10029, 2-10059, 2-10184, 2-10185, 2-10218, 2-10219, 2-10220
AND 2-10221 WHEN COMBINED SHALL NOT EXCEED A TOTAL DIVERSION RATE
OF 74.30 CFS.

PRIORITY DATE:

01/11/1963

POINT OF DIVERSION:

T01N R03W S36 LOT 7 (SWSWNE) Within Canyon County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE
Irrigation

PERIOD OF USE
03-01 TO 11-15

QUANTITY
0.278 CFS

PLACE OF USE:

Irrigation
T01N R03W S02 NWSE 19.5
19.5 Acres Total

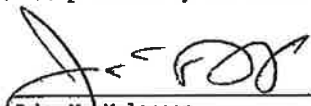
Within Canyon County

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

RECEIVED

MAY 12 2009

DEPARTMENT OF
WATER RESOURCES

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED

2009 MAY 11 PM 2 17

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

In Re SRBA

Case No. 39576

)
) Water Rights: See Attached Exhibit A

)
) ORDER OF PARTIAL DECREES
) (Montierth)
)
)

On December 29, 2006, the Idaho Department of Water Resources filed its *Director's Report for Basin 02, Reporting Area 20, for Irrigation and Other Water Rights*, which included a recommendation for water right 02-02191B.

On December 19, 2007, the Idaho Department of Water Resources filed a *Notice of Completed Administrative Proceeding and Amended Director's Reports* notifying the Court that water right 02-02191B had been split into thirty-four (34) separate rights, including, but not limited to, those listed on attached Exhibit A. No objections were filed to the *Amended Director's Reports* and the time period for filing objections has expired.

Therefore, IT IS ORDERED that the above-captioned water rights be decreed as set forth in the attached *Partial Decrees Pursuant to I.R.C.P. 54(b)*.

DATED

May 11, 2009


JOHN M. MELANSON
Presiding Judge
Snake River Basin Adjudication

EXHIBIT A (MONTIERTH)

Subcase Nos:

02-10372
02-10373
02-10374
02-10375
02-10376
02-10377
02-10378
02-10379
02-10380
02-10381
02-10382
02-10383
02-10384
02-10385
02-10386
02-10388
02-10389
02-10390
02-10391
02-10393
02-10394

CERTIFICATE OF MAILING

I certify that a true and correct copy of the ORDER OF PARTIAL DECREES was mailed on May 11, 2009, with sufficient first-class postage to the following:

ESTATE OF GOLDA DARLENE
MONTIERTH
HERBERT R MONTIERTH PERS REP
825 HEARTLAND DR
NAMPA, ID 83686
Phone: 208-463-8163

ESTATE OF GOLDA DARLENE
MONTIERTH
HERBERT R MONTIERTH PERS REP
825 HEARTLAND DR
NAMPA, ID 83686

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

HERBERT R MONTIERTH JR
6312 S ZITHER AVE
BOISE, ID 83709

EDWARD RAY MONTIERTH
SUSAN L MONTIERTH
825 HEARTLAND DR
NAMPA, ID 83686
Phone: 208-463-8163

A handwritten signature in cursive script, reading "Julie Murphy", is written over a horizontal line. The signature is in dark ink and is positioned to the right of the printed text "Deputy Clerk".



Brad Little
Governor

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

Gary Spackman
Director

April 16, 2021

EMANUEL BLAGAILA
DORCA T BLAGAILA
9115 PEBBLE FIELD WAY
SACRAMENTO CA 95829-9538

Re: Change in Ownership for Water Right No(s): 2-10386

Dear Water Right Holder(s):

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

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

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

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

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: Edward Ray & Susan Montierth
Estate of Golda Darlene Montierth
Herbert R Montierth Jr.

Hersley, Jean

From: E IB <eib95829@gmail.com>
Sent: Wednesday, April 14, 2021 12:15 PM
To: Hersley, Jean
Subject: Re: Change in Ownership Water Right No(s): 2-10386
Attachments: Alphamax3_Docket_200618492.PDF

I have just received the same version of the warranty deed from the title company and i am attachuing here to theis email.

Thank you for your help

Emanuel Blagaila
916.573.5999

On Wed, Apr 14, 2021 at 11:01 AM E IB <eib95829@gmail.com> wrote:
Hi,

thanks for processing my request. I am attaching the warranty deed for the parcel I own.
Thanks!

Emanuel Blagaila
916.573.5999

On Wed, Apr 14, 2021 at 9:20 AM Hersley, Jean <Jean.Hersley@idwr.idaho.gov> wrote:

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

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. You can provide the requested information by responding to this email or mailing to: IDWR, PO Box 83720, Boise, ID, 83720-0098 or faxing to (208) 287-6700.

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. Failure to report these changes could result in a \$100 late filing fee. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208) 287-4942.

Jean Hersley

Technical Records Specialist II

Idaho Dept Water Resources

(208) 287-4942

--

Emanuel
916.572.9842

--

Emanuel
916.572.9842

Hersley, Jean

From: E IB <eib95829@gmail.com>
Sent: Wednesday, April 14, 2021 12:02 PM
To: Hersley, Jean
Subject: Re: Change in Ownership Water Right No(s): 2-10386
Attachments: warranty deed.pdf

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Thanks!

Emanuel Blagaila
916.573.5999

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Jean Hersley

Technical Records Specialist II

Idaho Dept Water Resources

(208) 287-4942

--

Emanuel
916.572.9842

Hersley, Jean

From: Hersley, Jean
Sent: Wednesday, April 14, 2021 10:20 AM
To: 'eib95829@gmail.com'
Subject: Change in Ownership Water Right No(s): 2-10386

Dear Interested Parties:

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