

RECEIVED

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JUN 29 2020

Incomplete
WATER RESOURCES
WESTERN REGION

JUN 30 2020

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?
65-13739	Yes <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
65-13740	Yes <input checked="" type="checkbox"/> <i>No</i>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: Steve Dutoit, CD Development LLC, an Idaho Limited Liability Company, also shown of record as CD Development, a registered business (successor)

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Fillipe Southerland

New owner(s) as listed on the conveyance document

Name connector

☐ and☐ or☐ and/or

2729 N Haven Dr

Eagle

ID

83616

Mailing address

City

State

ZIP

208-841-4043

fsoutherland@gmail.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: 6/26/2020

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.

SUPPORT DATA

IN FILE #65-13739

8. Signature: *Fillipe Southerland*

Signature of new owner/claimant

Title, if applicable

6-29-2020

Date

Signature: *Fillipe Southerland*

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by *LE*

Date 06/29/2020

Receipt No. W1048450

Receipt Amt.

Refunded \$75.00
\$200-\$125.00Active in the Water Supply Bank? Yes ☐ No ☒

If yes, forward to the State Office for processing

W-9 received? Yes ☐ No ☒

Name on W-9

Approved by *LE/KH*Processed by *LE/KH*

Date 10/02/2020

Refund requested 10/02/2020



WARRANTY DEED

Alliance Title & Escrow Corp. Order No.: 488813

FOR VALUE RECEIVED

CD Development, LLC, an Idaho Limited Liability Company, also shown of record as CD Development, a registered business

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Phillipe Southerland, an unmarried man

whose current address is

**2729 N. Haven Dr.
Eagle, ID 83616**

the grantee(s), the following described premises, in Boise County, Idaho, TO WIT:

See attached Exhibit 'A'

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: June 26, 2020

CD Development, LLC

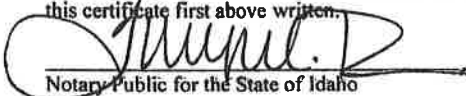

By: Cody Drake, Manager


By: Dennis Drake, Manager

State of Idaho) ss
County of Ada)

On this 26th day of June, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Cody Drake and Dennis Drake known or identified to me to be the Managing Member in the Limited Liability Company known as CD Development, LLC who executed the foregoing instrument, and acknowledged to me that they executed the same in said LLC name.

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


Notary Public for the State of Idaho
Residing at:
Commission Expires: **Residing In: Meridian
Expiration: 4/20/2022**

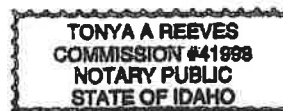


Exhibit 'A'

A parcel of land located in the Southwest Quarter of the Northwest Quarter of Section 24, Township 7 North, Range 2 East, Boise Meridian, Boise County, Idaho, being further described as follows:

BASIS OF BEARING:

The West line of the Northwest Quarter of Section 24, Township 7 North, Range 2 East, Boise Meridian, derived from found monuments and taken as North 00°46'08" East with the distance between monuments found to be 2,649.92 feet.

BEGINNING at a point on the Centerline of Jackass Creek located in the Southwest Quarter of the Northwest Quarter of said Section 24, Township 7 North, Range 2 East, Boise Meridian from which the West Quarter corner of said Section 24 bears South 39°15'52" West a distance of 1,094.63 feet; Thence leaving said Centerline, North 16°05'02" West, a distance of 82.13 feet; Thence North 26°27'09" West, to a point on the centerline of Jackass Creek Road, a distance of 58.41 feet;

Thence along the said Centerline of Jackass Creek Road the following six (6) courses;

From a tangent which bears North 58°37'55" East, along curve to the right with a radius of 500.00 feet, and having a central angle of 03°49'29" an arc length of 33.38 feet with a chord bearing of North 60°32'39" East, and a chord distance of 33.37 feet;

North 62°27'23" East, a distance of 113.97 feet;

Along a curve to the left, with a radius of 400.00 feet and a central angle of 07°52'48" an arc length of 55.01 feet with a chord bearing of North 58°30'59" East and a chord distance of 54.97 feet;

North 54°34'36" East, a distance of 93.72 feet;

Along a curve to the right, with a radius of 450.00 feet and a central angle of 32°54'12" an arc length of 258.42 feet with a chord bearing of North 71°01'42" East and a chord distance of 254.89 feet;

North 87°28'48" East, to a point on the East line of the Southwest Quarter of the Northwest Quarter of said Section 24, a distance of 168.21 feet;

Thence along said East line, South 00°19'56" West, to a point on the Centerline of Jackass Creek, a distance of 231.30 feet;

Thence along said Centerline of Jackass Creek the following thirteen (13) courses;

North 86°05'13" West, a distance of 78.30 feet;

South 89°23'06" West, a distance of 26.73 feet;

Thence along a curve to the left, with a radius of 45.00 feet and a central angle of 26°35'28" an arc length of 20.88 feet with a chord bearing of South 76°05'22" West and a chord distance of 20.70 feet;

Thence along a reverse curve to the right, with a radius of 25.00 feet and a central angle of 56°52'35", an arc length of 24.82 feet with a chord bearing of North 88°46'05" West and a chord distance of 23.81 feet;

Thence along a reverse curve to the left, with a radius of 30.00 feet and a central angle of 49°03'39", an arc length of 25.69 feet with a chord bearing of North 84°51'37" West and a chord distance of 24.91 feet;

Thence South 70°36'35" West, a distance of 85.33 feet;

Thence along a curve to the left, with a radius of 58.00 feet and a central angle of 53°16'25" an arc length of 53.93 feet with a chord bearing of South 43°58'22" West and a chord distance of 52.01 feet;

Thence along a reverse curve to the right, with a radius of 55.27 feet and a central angle of 32°36'13", an arc length of 31.45 feet with a chord bearing of South 33°38'16" West and a chord distance of 31.03 feet;

Thence Westerly, a distance of 148.24 feet along a compound curve to the right having a radius of 150.00 feet and a central angle of 56°37'20";

Thence North $73^{\circ}26'17''$ West, a distance of 36.30 feet;

Thence along a curve to the left, with a radius of 42.99 feet and a central angle of $58^{\circ}54'40''$ an arc length of 44.20 feet with a chord bearing of South $77^{\circ}06'23''$ West and a chord distance of 42.28 feet;

Thence along a reverse curve to the right, with a radius of 70.00 feet and a central angle of $33^{\circ}45'34''$, an arc length of 41.24 feet with a chord bearing of South $64^{\circ}31'50''$ West and a chord distance of 40.65 feet;

South $81^{\circ}24'36''$ West, a distance of 53.60 feet to the POINT OF BEGINNING.

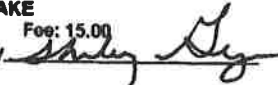
Prepared By

Name CD Development LLC
Address: 45 Hanson Drive
Horseshoe Bend
State: Idaho Zip Code: 83629

After Recording Return To

Name: Dennis Drake
Address: 49 Hanson Drive
Horseshoe Bend
State: Idaho Zip Code: 83629

Instrument # 267922

IDAHO CITY, BOISE COUNTY, IDAHO
6-4-2020 03:00:24 PM No. of Pages: 4
Recorded for : DENNIS DRAKE
MARY T. PRISCO Fee: 15.00
Ex-Officio Recorder Deputy 
Index to: DEEDS

Space Above This Line for Recorder's Use

IDAHO QUIT CLAIM DEED

STATE OF IDAHO

Boise COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum One Dollar (\$1.00) in hand paid to CD Development LLC, a registered Business, residing at 45 Hanson Drive, County of Boise, City of Horseshoe Bend, State of Idaho (hereinafter known as the "Grantor(s)") hereby quitclaims to CD Development, a registered Business, residing at Horseshoe Bend, County of Boise, City of Horseshoe Bend, State of Idaho (hereinafter known as the "Grantee(s)") all the rights, title, interest, and claim in or to the following described real estate, situated in Boise County Idaho

Idaho to Wit:

See Attachment: Parcel three

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

[Signature]
Grantor's Signature
Dennis Drake
Grantor's Name
49 Hansen Drive
Address
Horseshoe Bend Id 83619
City, State & Zip

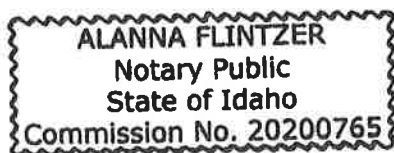
[Signature]
Grantor's Signature
Cody Drake
Grantor's Name
45 Hansen Drive
Address
Horseshoe Bend, Id 83629
City, State & Zip

STATE OF IDAHO)

COUNTY OF ADA)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dennis Drake and Cody Drake whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 17th day of MARCH, 2020.



[Signature]
Notary Public

My Commission Expires: 02/27/2026

**LEGAL DESCRIPTION FOR
DENNIS DRAKE
PARCEL 3**

A parcel of land located in the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 7 North, Range 2 East, Boise Meridian, Boise County, Idaho. Being further described as follows:

BASIS OF BEARING:

The West line of the Northwest 1/4 of Section 24, Township 7 North, Range 2 East, Boise Meridian, derived from found monuments and taken as North 00°46'08" East with the distance between monuments found to be 2649.92 feet.

BEGINNING at a point on the Centerline of Jackass Creek located in the Southwest 1/4 of the Northwest 1/4 of said Section 24, Township 7 North, Range 2 East, Boise Meridian from which the West 1/4 Corner of said Section 24 bears South 39°15'52" West a distance of 1094.63 feet;

Thence leaving said Centerline, North 16°05'02" West, a distance of 82.13 feet;

Thence North 26°27'09" West, to a point on the centerline of Jackass Creek Road, a distance of 58.41 feet;

Thence along the said Centerline of Jackass Creek Road the following six (6) courses;

From a tangent which bears North 58°37'55" East, along curve to the right with a radius of 500.00 feet, and having a central angle of 03°49'29" an arc length of 33.38 feet with a chord bearing of North 60°32'39" East, and a chord distance of 33.37 feet;

North 62°27'23" East, a distance of 113.97 feet;

Along a curve to the left, with a radius of 400.00 feet and a central angle of 07°52'48" an arc length of 55.01 feet with a chord bearing of North 58°30'59" East and a chord distance of 54.97 feet;

North 54°34'36" East, a distance of 93.72 feet;

Along a curve to the right, with a radius of 450.00 feet and a central angle of 32°54'12" an arc length of 258.42 feet with a chord bearing of North 71°01'42" East and a chord distance of 254.89 feet;

North 87°28'48" East, to a point on the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 24, a distance of 168.21 feet;

Thence along said East line, South 00°19'56" West, to a point on the Centerline of Jackass Creek, a distance of 231.30 feet;

Thence along said Centerline of Jackass Creek the following thirteen (13) courses;

North 86°05'13" West, a distance of 78.30 feet;

South 89°23'06" West, a distance of 26.73 feet;

Thence along a curve to the left, with a radius of 45.00 feet and a central angle of 26°35'28" an arc length of 20.88 feet with a chord bearing of South 76°05'22" West and a chord distance of 20.70 feet;

CONTINUE DESCRIPTION FOR
DENNIS DRAKE
PARCEL 3

Thence along a reverse curve to the right, with a radius of 25.00 feet and a central angle of $56^{\circ}52'35''$, an arc length of 24.82 feet with a chord bearing of North $88^{\circ}46'05''$ West and a chord distance of 23.81 feet;

Thence along a reverse curve to the left, with a radius of 30.00 feet and a central angle of $49^{\circ}03'39''$, an arc length of 25.69 feet with a chord bearing of North $84^{\circ}51'37''$ West and a chord distance of 24.91 feet;

Thence South $70^{\circ}36'35''$ West, a distance of 85.33 feet;

Thence along a curve to the left, with a radius of 58.00 feet and a central angle of $53^{\circ}16'25''$ an arc length of 53.93 feet with a chord bearing of South $43^{\circ}58'22''$ West and a chord distance of 52.01 feet;

Thence along a reverse curve to the right, with a radius of 55.27 feet and a central angle of $32^{\circ}36'13''$, an arc length of 31.45 feet with a chord bearing of South $33^{\circ}38'16''$ West and a chord distance of 31.03 feet;

Thence Westerly, a distance of 148.24 feet along a compound curve to the right having a radius of 150.00 feet and a central angle of $56^{\circ}37'20''$;

Thence North $73^{\circ}26'17''$ West, a distance of 36.30 feet;

Thence along a curve to the left, with a radius of 42.99 feet and a central angle of $58^{\circ}54'40''$ an arc length of 44.20 feet with a chord bearing of South $77^{\circ}06'23''$ West and a chord distance of 42.28 feet;

Thence along a reverse curve to the right, with a radius of 70.00 feet and a central angle of $33^{\circ}45'34''$, an arc length of 41.24 feet with a chord bearing of South $64^{\circ}31'50''$ West and a chord distance of 40.65 feet;

South $81^{\circ}24'36''$ West, a distance of 53.60 feet to the **POINT OF BEGINNING**.

Said Parcel containing 143,389 square feet or 3.29 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION

Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687





Pioneer Title Co.
GOING BEYOND

775 S. Rivershore Ln., Ste. 120
Eagle, ID 83616

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

File No. 661432 CB/CLM

Instrument # 261589

IDAHO CITY, BOISE COUNTY, IDAHO
11-02-2018 15:58:13 PM No. of Pages: 1
Recorded for: PIONEER TITLE COMPANY OF ADA
MARY T. PRISCO Fee: \$15.00
Ex-Officio Recorder Deputy shirley george
Index to: DEEDS
Electronically Recorded by Simplifile

PERSONAL REPRESENTATIVE'S DEED

CD
DD
This Personal Representative's Deed is made October 12, 2018 by Grantor, Kathryn A. Hatfield, Personal Representative for the Estate of Steven Leroy Dutoit, deceased, being the duly qualified personal representative of such Estate filed in Ada County, State of Idaho Probate No. CV01-18-09234, and does for valuable consideration, hereby sell and convey to CD Development LLC, whose address is 45 Hanson Drive Horseshoe Bend, ID 83629 the following described real property situated in Boise County, Idaho:

The SW1/4 NW1/4 of Section 24, Township 7 North, Range 2 East, Boise Meridian, Boise County, Idaho

together with all appurtenances pertaining thereto.

Estate of Steven Leroy Dutoit

Kathryn A. Hatfield
Kathryn A. Hatfield, Personal Representative

State of Idaho, County of Ada

On this 2nd day of November in the year of 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Kathryn A. Hatfield known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Steven Leroy Dutoit and acknowledged to me that she executed the same as such Personal Representative.

Camille A. Baldwin

Residing at: Middleton, ID
Commission Expires: 7/21/2021

CAMILLE A. BALDWIN
COMMISSION #6106
NOTARY PUBLIC
STATE OF IDAHO

Instrument # 261588

IDAHO CITY, BOISE COUNTY, IDAHO
11-02-2018 15:58:13 PM No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY OF ADA
MARY T. PRISCO Fee: \$13.00
Ex-Officio Recorder Deputy shirley george
Index to: MISCELLANEOUS
Electronically Recorded by Simplifile

5/2018 09:39:01

Fourth Judicial District, Ada County
Christopher Rich, Clerk of the Court
By: Deputy Clerk - Martin, Laura

Ian W. Gee, ISB #4813
Heidi M. Burgoyne, ISB #10416
Exceed Legal PLLC
855 W. Broad St., Suite 300
Boise, ID 83702
P: (208) 297-5959
E: igee@exceed.legal
E: hburgoyne@exceed.legal

Attorneys for Personal Representative

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IN THE MATTER OF THE ESTATE OF:

STEVEN LEROY DUTOIT,

Deceased.

CASE NO.: ~~CV01-16-18859~~



CV01-18-09234

LETTERS TESTAMENTARY
(I.C. 15-3-602 and I.C. 15-3-702)

Kathryn A. Hatfield, also commonly known as "Kathy Hatfield", is hereby appointed personal representative/special administrator of the Estate of Steven Leroy Dutoit, deceased, with all authority pertaining thereto. Administration of the estate is unsupervised.

These Letters are issued to evidence the appointment, qualification, and authority of the personal representative.

WITNESS, my signature and the seal of the Court, this _____ day of _____, 20____. Signed: 5/24/2018 12:02 PM


MAGISTRATE
STATE OF IDAHO } ss
COUNTY OF ADA }
OF THE STATE
- OF -
IDAHO
DISTRICT COURT IN AND FOR ADA COUNTY
CHRISTOPHER D. RICH, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original on file in this office. In witness whereof, I have hereunto set my hand and affixed my official seal this 25th day of May, 2018.
CHRISTOPHER D. RICH, CLERK
By:  Deputy

LETTERS TESTAMENTARY - 1

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of May, 2018, I caused five (5) certified copies of the LETTERS TESTAMENTARY to be served by the method indicated below, and addressed to the following:

Heidi Burgoyne
EXCEED LEGAL, PLLC
855 W. Broad Street
Suite 300
Boise, ID 83702

(X) U.S. Mail, Postage Prepaid
() Certified Mail/Return Receipt
() Hand Delivered
() Facsimile
(X) Email: hburgoyne@exceed.legal

Clerk of the Court

By: _____

L Martin

Deputy Clerk

Signed: 5/25/2018 09:39 AM

INST # 171688

BOISE COUNTY IDAHO

REQUEST: Inter ViewTIME: 3:27 pmDATE: Jan 12, 1999

BOISE COUNTY REC ORDER

BY: Shirley GeorgeTYPE: Quit FEE: \$300/ly**QUITCLAIM DEED**

For Value Received

John S. Drake, an unmarried person

do hereby convey, release, remise and forever quit claim unto

Steven L. Dutoit, an unmarried person

whose address is 26 Jackass Creek Road, Horseshoe Bend, Idaho 83629
the following described premises, to-wit:The SW1/4 NW1/4 of Section 24, Township 7 North, Range 2 East, B.M., Boise County,
Idaho.

together with their appurtenances.

Dated: January 7, 1999

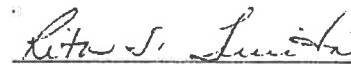
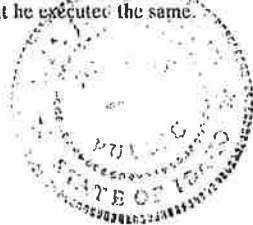

John S. Drake

STATE OF IDAHO)

ss.

COUNTY OF Ada)

On This 7th day of January, in the year 1999, before me, a Notary Public in and for said State, personally appeared John S. Drake, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument, and acknowledged to me that he executed the same.

Notary Public of Idaho
Residing at Meridian
Commission expires: 9/26/02**First American Title Company of Idaho**

WARRANTY DEED

For Value Received Margaret L. Drake, a single woman

the grantor , does hereby grant, bargain, sell and convey unto John S. Drake and Steven L. Dutoit, Joint tennates with the rights of survivorship the grantee S , whose current address is, 2343 Blue Lake Ln. Boise, Id. 83705 the following described premises, to-wit:

SW $\frac{1}{4}$ -NW $\frac{1}{4}$ Sec. 24 T-7-N R-2-E ,Boise Meridian , Situated in Boise County, Approx \$0 Acres More or less

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all water rights and irrigation rights.

164948

INST# 164948
REQUEST John Drake
97 JUN 30 PM 4:47
BOISE COUNTY RECORDER
BY [Signature]
TYPE Dub FEE 300/ca

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor do es hereby covenant to and with the said Grantees , that she is the owner in fee simple of said premises; that said premises are free from all incumbrances


and that s he will warrant and defend the same from all lawful claims whatsoever.

Dated: JUNE
May 20 1997

Margaret L. Drake
Margaret L. Drake

STATE OF IDAHO, COUNTY OF Idaho
On this 20th day of June, 1997,
before me, a notary public in and for said State, personally
appeared

Margaret L. Drake
known to me, a Notary Public, who name is
subscribed to the within instrument, and acknowledged to
me that executed the same.


Notary Public
Residing at _____, Idaho
Comm. Expires 1-22-98

STATE OF IDAHO, COUNTY OF _____
I hereby certify that this instrument was filed for record at
the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____,
19____, in my office, and duly recorded in Book
of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy.
Fees \$ _____
Mail to: _____

INSTRUMENT NO.



RE-10 INSPECTION CONTINGENCY NOTICE

JULY 2019 EDITION
Page 1 of 2



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This NOTICE dated: 06/25/2020

This NOTICE pertains to the Purchase and Sale Agreement Dated: 05/18/2020 ID#: Jackass3

ADDRESS: Parcel 3 Jackass Creek Road Horseshoe Bend ID 83629

BUYER: Fil Southerland

SELLER: CD Development LLC, an administratively dissolved Idaho Limited Liability Company

☒ This is a BUYER NOTICE to the SELLER. ☐ This is a SELLER NOTICE to the BUYER.

This NOTICE pertains to:

- ☒ The Primary Inspection contingency
- ☐ The Secondary Inspection contingency; specifically:
- ☐ Domestic Well Water Potability and/or Productivity Test
 - ☐ Septic Inspection and required Pumping
 - ☐ Survey
 - ☐ Other Inspection #1: _____
 - ☐ Other Inspection #2: _____

Provision of this notice shall not affect BUYER'S rights regarding other unrelated notices or inspections.

BUYER hereby confirms that BUYER has had the opportunity to and/or did complete all inspections, investigations, tests, surveys and has reviewed all applicable documents and disclosures as related to the inspection(s) indicated above. BUYER hereby asserts to SELLER (without releasing the inspection contractor) that such inspection(s) if any was/were performed in a diligent, prudent, thorough and competent manner and that such inspector(s) was/were chosen by the BUYER and qualified to inspect the property.

☐ **1. REMOVAL OF INSPECTION CONTINGENCY.** The BUYER unconditionally removes the contingency related to the inspection(s) stated above.

☒ **2. ITEMS TO BE ADDRESSED.** Subject to the request(s) specifically set forth below, and the rights set forth in the Purchase Sale Agreement, the BUYER hereby removes the contingency related to the inspection(s) stated above. BUYER specifically reserves the walk-through inspection provisions and other inspection rights as set forth in the Purchase and Sale Agreement.

BUYER and SELLER agree (if more than one box is checked the parties agree all checked off duties will be performed):

- ☐ SELLER will credit BUYER \$_____ at closing.
- ☐ Purchase Price to be reduced to \$_____.
- ☐ Other terms listed below
- ☒ SELLER will service, repair or replace, in a good and workmanlike manner, the following items/conditions on or in the property within _____ business days (ten [10] if left blank) from final acceptance of this notice by all parties. **BUYER shall have the right to re-inspect only the item(s) identified below to satisfy the BUYER that any agreed upon service, repair or replacement is acceptable to the BUYER. BUYER shall not unreasonably withhold acceptance of the service, repair or replacement.**
- 1. Seller agrees to replace the rock with similar rocks removed from the property within 1 month of the closing of the property. Photos of rock are attached to this document and made part of the document.**
- 2. Seller agrees to execute and have the attached Easement and Easement Exhibit recorded once full names are included.**
- 3. Seller agrees to cooperate with the transfer and split of the water rights associated with the subject property shown on Exhibits A & B.**
- 4. Seller agrees to bring the current water measurement device and diversion point up to code and to allow for separation of irrigation system between parcels.**
- 5. Closing to be extended to on or before June 26, 2020.**

BUYER'S Initials (FA) (_____) Date _____

SELLER'S Initials (_____) (_____) Date _____

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JULY 2019 EDITION

RE-10 INSPECTION CONTINGENCY NOTICE

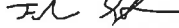
Page 1 of 2

PROPERTY ADDRESS: Parcel 3 Jackass Creek Road Horseshoe Bend ID 83629 ID#: Jackass3

☐ **3. TERMINATION PROVISION.** BUYER deems the results of the inspection stated above to be unsatisfactory. As a result, BUYER hereby terminates the Purchase and Sale Agreement and the Earnest Money shall be returned to BUYER, unless Earnest Money has previously become non-refundable. BUYER and SELLER further agree to release brokers and their associates from any claims, actions and demands by reason of releasing and disbursing of said earnest money deposit.

To the extent the terms of this NOTICE modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums, or Counter Offers not modified by this NOTICE shall remain the same. Upon execution by both parties, this NOTICE is made an integral part of the aforementioned Purchase and Sale Agreement.

BUYER'S AND SELLER'S SIGNATURES:

BUYER:  Date: _____ Time: _____
6/25/2020 11:44:32 AM MDT Fil Southerland
BUYER: _____ Date: _____ Time: _____
SELLER: _____ Date: _____ Time: _____
SELLER: _____ Date: _____ Time: _____

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REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on June 19, 2020, by and between CD Development LLC, an Idaho Limited Liability Company, also shown of record as CD Developement, a registered business, of 45 Hanson Dr, Horseshoe Bend, Idaho 83629, hereinafter ("Grantor"), and Fillipe Southerland of 2729 N Haven Dr., Eagle, Idaho, 83616 hereinafter ("Grantee").

Recitals

A. The Grantor is the owner of certain real property commonly known as Parcel 2 Jackass Creek Rd., Horseshoe Bend, Idaho, 83629, and more fully described as follows: Parcel 2: Record of Survey for Dennis Drake a portion of the SW 1/4 NW 1/4 Section 24. (T7N, R 2 E.B.M) Boise County, ID, (Servient Estate).

B. The Grantee is the owner of certain real property commonly known as Parcel 3 Jackass Creek Rd., Horseshoe Bend, Idaho, 83629, and more fully described as follows: Parcel 3: Record of Survey for Dennis Drake a portion of the SW 1/4 NW 1/4 Section 24. (T7N, R 2 E.B.M) Boise County, ID, ("Dominant Estate").

C. The Grantee desires to acquire certain rights in the Servient Estate.

1. Grant of Easement

For valuable consideration, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate: Parcel 2: Record of Survey for Dennis Drake a portion of the SW 1/4 NW 1/4 Section 24. (T7N, R 2 E.B.M) Boise County, ID. Portion described in Exhibit A.

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by allowing access and ability to maintain, repair, conduct improvements and equipment installation related to water diversion rights and irrigation systems in and around Jackass Creek.

3. Duration and Binding Effect

The easement is a perpetual easement. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The easement will benefit the Grantee by allowing access and ability to maintain, repair, conduct improvements and equipment installation related to water diversion rights and irrigation systems on Jackass Creek.

5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to allowing access and ability to maintain, repair, conduct improvements and equipment installation related to water diversion rights and irrigation systems on Jackass Creek.

6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

7. Grantor's Rights

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

8. Grantee's Rights and Duties

Grantee shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

9. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

11. Attorney's Fees

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

The parties have executed this agreement on the above mentioned date.

GRANTOR:

CD Development LLC, an Idaho Limited Liability Company, also shown of record as CD
Developement, a registered business

GRANTEE:

Fillipe E Southerland

NOTARY FORM

STATE OF _____)

COUNTY OF _____)

I, _____, a Notary Public, do hereby certify that on this
__ day of _____, 20__, personally appeared before me _____, known to
me to be the person whose name is subscribed to the foregoing instrument, and swore and
acknowledged to me that he executed the same for the purpose and in the capacity therein
expressed, and that the statements contained therein are true and correct.

Notary Public, State of _____

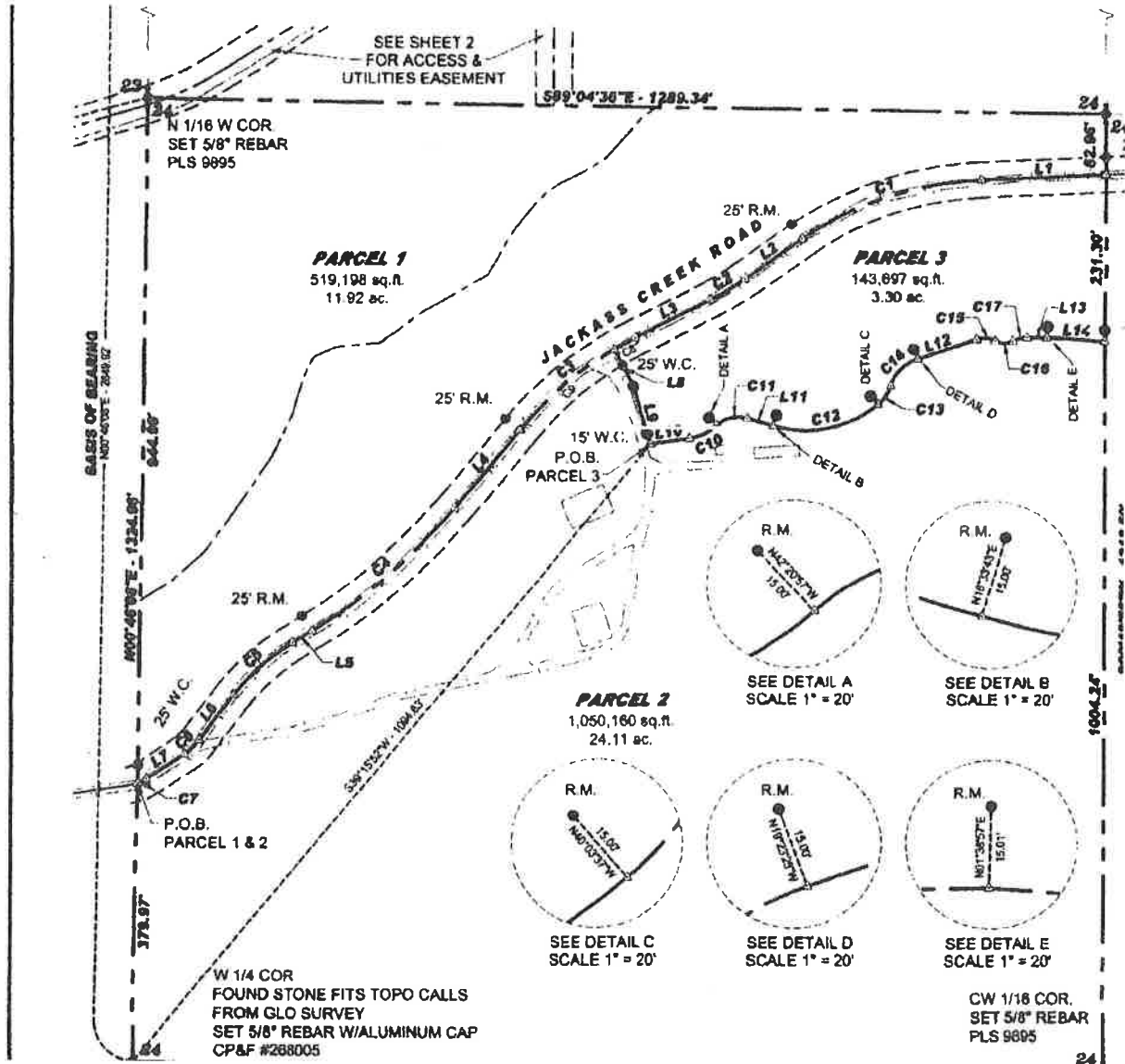
Name, Typed or Printed: _____

My Commission Expires: _____

EASEMENT AREA



EASEMENT AREA - EXPANDED VIEW



RECORD OF SURVEY FOR 268039 CD DEVELOPMENT

A PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23
AND WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24,
TOWNSHIP 7 NORTH, RANGE 2 EAST, B.M.,
BOISE COUNTY, IDAHO
-2020-

N 1/4 COR.
FOUND 1/2" REBAR
SET 5/8" REBAR WITH
ALUMINUM CAP
KHC PLS 9885
CPAF #259005

W 1/16 COR.
COMPUTED POINT
NOTHING FOUND
OR SET

NW SEC COR.
ALUMINUM CAP
CPAF #186410



LEGEND

- SECTION COR. MONUMENT AS NOTED
- 1/4 COR. MONUMENT AS NOTED
- 1/16 COR. MONUMENT AS NOTED
- SET 5/8" REBAR W/ CAP "KHC PLS 9885"
- SET 1/2" REBAR W/ CAP "KHC PLS 9885"
- FOUND 5/8" REBAR AS NOTED
- CALCULATED POINT
- POINT OF BEGINNING
- WITNESS CORNER
- REFERENCE MONUMENT
- BOUNDARY LINE
- EASEMENT LINE
- SECTION LINE
- TIE LINE
- EDGE OF GRAVEL

RECORD DATA

ROD INST. NO. 181801
ROD INST. NO. 179455
OUTCROSSING DIST. NO. 179519
SUN DEPENDENT RESURVEY 1839

Line #	Length	Bearing
L1	143.077	S 87° 28' 49" W
L2	83.72	S 64° 34' 30" W
L3	113.87	S 67° 27' 23" W
L4	133.87	S 64° 05' 23" W
L5	31.74	S 67° 26' 21" W
L6	78.69	S 64° 48' 28" W
L7	81.81	S 65° 24' 30" W
L8	84.41	S 67° 27' 08" W
L9	82.13	S 64° 05' 02" W
L10	83.67	S 61° 34' 38" W
L11	38.30	S 67° 26' 17" W
L12	85.49	S 67° 39' 38" W
L13	28.73	S 68° 23' 02" W
L14	73.50	S 68° 09' 13" E

CERTIFICATE

I, KENNETH H. COOK, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, CERTIFY THAT:
1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF DENNIS DRAKE.
2. THE LANDS SURVEYED ARE WITHIN SECTION 24, TOWNSHIP 7 NORTH, RANGE 2 WEST, BOISE MERIDIAN, AND THE SURVEY WAS COMPLETED ON FEBRUARY 27, 2020.
3. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, AND OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY, AND IS IN CONFORMITY WITH THE CORNER PERPETUATION AND FILING ACT, STATE OF IDAHO CODE 55-1801 THROUGH 55-1812.



KENNETH H. COOK

E 1/4 COR.
GLO BRASS CAP
CPAF #288008

Curve Table						
CURVE	CH	LENGTH	RADIUS	DELTA	TANGENT	BEARING
C1	288.42	480.00	278.47	142.88	294.89	S71° 51' 47" N
C2	84.31	400.00	778.49	77.26	64.88	N46° 30' 08" E
C3	203.94	500.00	272.21	105.41	203.53	S60° 58' 14" E
C4	283.79	800.00	174.98	128.88	128.88	N46° 14' 47" E
C5	107.77	500.00	273.49	54.47	70.21	S67° 08' 54" E
C6	82.07	400.00	173.84	13.81	27.21	N46° 30' 08" E
C7	13.88	80.00	172.92	8.31	12.89	N42° 36' 14" E
C8	33.38	500.00	7.46	18.89	33.37	S68° 32' 38" W
C9	170.89	500.00	172.42	88.12	108.14	S48° 13' 33" W
C10	41.36	70.00	37.64	21.34	41.35	N64° 31' 07" E
C11	44.30	42.00	37.64	24.38	43.29	S77° 09' 27" E
C12	148.24	100.00	66.31	90.87	142.38	N16° 15' 02" E
C13	31.49	55.00	32.38	14.59	31.02	S23° 36' 16" E
C14	13.89	50.00	17.92	28.08	52.01	S43° 08' 27" W
C15	25.88	30.00	49.02	13.88	24.81	S68° 45' 27" W
C16	34.82	25.00	58.83	13.64	23.87	S85° 49' 08" W
C17	20.85	45.00	27.92	10.85	20.87	S87° 08' 27" W

S 1/4 COR.
ALUMINUM CAP
PLS 5730
CPAF #251868

NARRATIVE

THIS SURVEY WAS MADE TO SPLIT THE SW 1/4 OF THE NW 1/4 SECTION 24 INTO THREE PARCELS. THE BOUNDARY WAS BASED UPON A BREAKDOWN FROM FOUND MONUMENTS. THE WEST 1/4 CORNER WAS BASED UPON A FOUND GLO SURVEY AND WAS THE ONLY STONE IN THE AREA. THIS STONE WAS HELD AS THE BEST EVIDENCE FOR THE ORIGINAL POSITION OF THE CORNER. THIS SURVEY RECOGNIZES THE FOUND 3/8" REBAR CALLED OUT IN RODS 181801 AS A CONTROLLING MONUMENT FOR SURVEYS DONE IN SECTION 23 BUT NOT THE TRUE 1/4 CORNER TO BREAK DOWN SECTION 24.

DISCLAIMER

Timberline Surveying assumes no responsibility for the accuracy of this survey. The surveyor is not responsible for any ordinance to include building permits or the insurance thereof.

DISCLAIMER

THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 2 WEST, BOISE MERIDIAN, BEING 268.03 FEET EAST AND DISTANCE BETWEEN MONUMENTS FOUND TO BE 268.03 FEET.

SW SEC. COR.
5/8" REBAR
PLS 7612
CPAF #186423

FOUND 5/8" REBAR PLS 7612
THIS MONUMENT HAS BEEN HELD AS THE CONTROLLING CORNER FOR PROPERTY ACROSS THE PAYETTE RIVER TO THE WEST. THIS SURVEY RECOGNIZES THE FOUND 3/8" REBAR CALLED OUT IN RODS 181801 AS A CONTROLLING MONUMENT FOR SURVEYS DONE IN SECTION 23 BUT NOT THE TRUE 1/4 CORNER TO BREAK DOWN SECTION 24.

W 1/4 COR.
FOUND STONE FITS TOPO CALLS FROM GLO SURVEY
SET 5/8" REBAR W/ALUMINUM CAP
CPAF #288005

TIMBERLINE SURVEYING
847 HALL CENTRAL WAY, SUITE 3, MARLA, IDAHO 83601
P: 208-465-9687 • F: 208-465-9690
FILE: 2020-02-27-24-13-00-00-00
JOB NO. 18053
SHEET 1 OF 2
INDEX NO. 221-24-13-00-00-00

RECORD OF SURVEY FOR
CD DEVELOPMENT

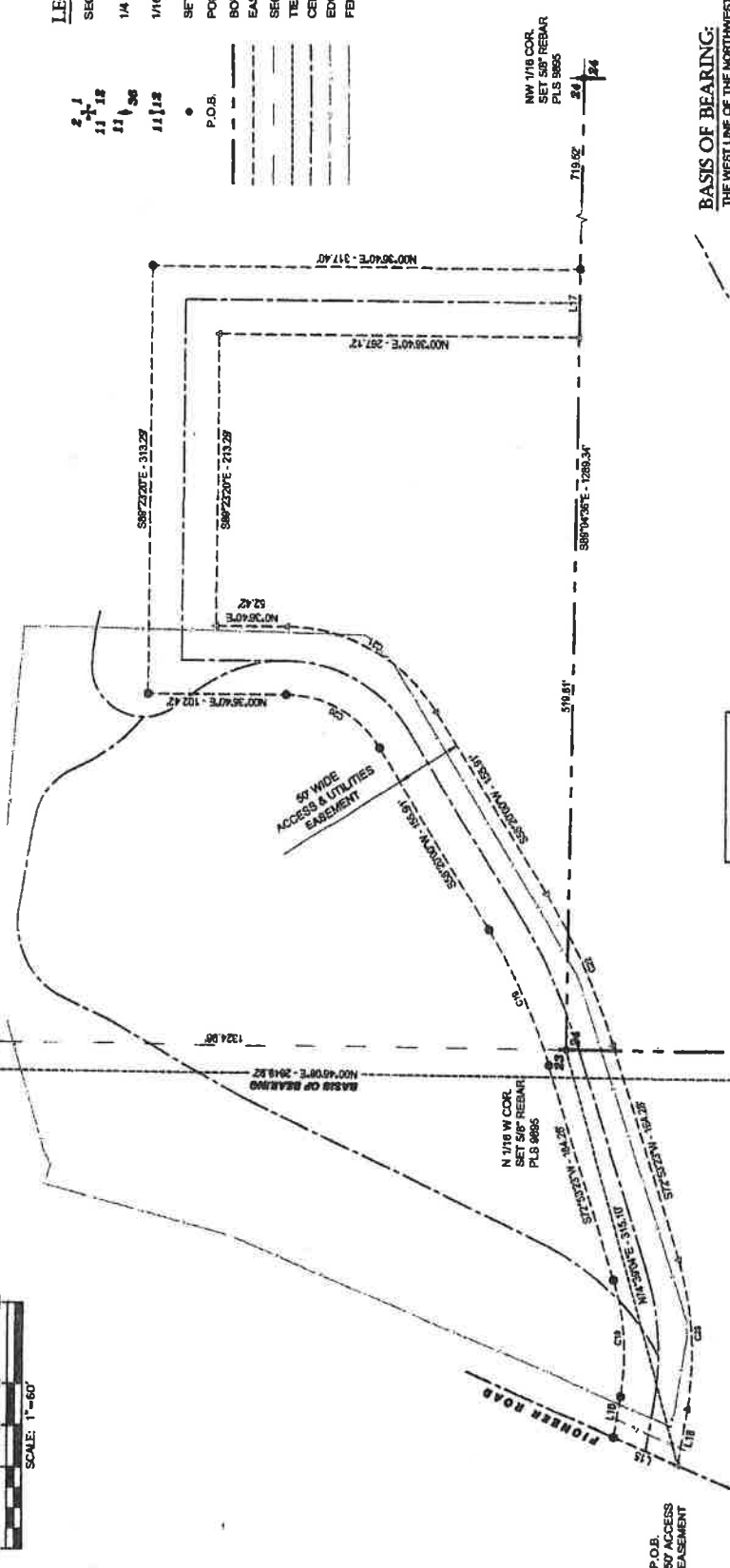
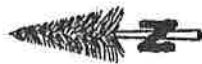
6-11-2020 10:07:35 AM No. of Pages: 2

MARY T. PRISCO Fee: 10.00

Ex-Officio Recorder Deputy
Index to: RECORD OF SURVEY

A PORTION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23
AND WEST 1/2, OF THE NORTHWEST 1/4, OF SECTION 24,
TOWNSHIP 7 NORTH, RANGE 2 EAST, B.M.,
BOISE COUNTY, IDAHO
-2020-

-2020-



Line #	Length	Direction
L15	51.40'	S22° 59' 41" W
L16	28.65'	N68° 30' 22" W
L17	50.00'	N68° 04' 28" W
L18	41.86'	N63° 38' 22" W

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C18	86.87	187.00	28°09'15"	44.21	86.00	N89°11'30"E
C19	107.97	425.00	14°23'22"	54.28	107.08	N85°30'41"E
C20	98.82	30.00	67°42'07"	45.79	86.13	N20°28'20"E
C21	133.86	130.00	57°43'07"	73.30	128.40	N30°28'20"E
C22	120.88	475.00	14°33'22"	60.88	121.30	N85°30'41"E
C23	110.08	250.00	28°09'15"	57.08	108.00	N89°11'30"E

W 1/4 COR
FOUND STONE FITS TOPO CALLS
FROM GLO SURVEY
SET 1/8" REBAR WALL/URNUM CAP
CPWF #26006

BASIS OF BEARING:

THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 2 WEST, BOISE MERIDIAN, TAKEN AS NORTH 00°46'08" EAST AND DISTANCE BETWEEN MONUMENTS FOUND TO BE 2649.92 FEET.



P. 208-465-5687 - F. 208-466-5690

THE UNIVERSITY OF CHICAGO

JOB NO: 19063

SHEET: 7 OF 2

INDEX NO. 73-24-1-3-00-00



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

October 02, 2020

FILLIPE SOUTHERLAND
2729 N HAVEN DR
EAGLE ID 83616-2331

Re: Change in Water Right Ownership: 65-13739 (split into 65-23966), 65-13740

Dear Water Right Holder:

The Department of Water Resources (Western) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water rights to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

The Department found that water right no. **65-13740** did not need to be split, and has been changed to your ownership in its entirety. Because the fee for an undivided change in ownership is \$25, a refund of \$75 has been requested for water right no. 65-13740 and will be mailed to Fillipe Southerland under separate cover from the Idaho State Controller's Office.

Your portion of each water right has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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

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

If you have any questions concerning the enclosed information, please contact our office at (208) 334-2190.

Sincerely,

Lynne Evans
Office Specialist II

c: STEVE DUTOIT, JOHN DRAKE

Evans, Lynne

From: Evans, Lynne
Sent: Friday, October 2, 2020 4:45 PM
To: IdwrPayable
Subject: Refund Request - Southerland

TO: Sascha Marston, Treva Pline

FROM: Lynne Evans

DATE: October 2, 2020

RE: Refund: Change in Ownership

Please refund \$75. Fillipe Southerland submitted a split change in ownership, but one of the water rights did not need to be split.

Please issue a refund of \$75 to:

FILLIPE SOUTHERLAND
2729 N HAVEN DR
EAGLE ID 83616

RECEIPT #

W048450