

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 08 2020

DEPT OF WATER RESOURCES
SOUTHERN 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?
37-13068	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: SV Ranch LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Melanie Gonsales and Rodney Gonsales
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- Box 131 Fairfield Idaho 83327
Mailing address City State ZIP
- (208) 764-2033 _____
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: August 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.
8. Signature: *Rodney Gonsales* _____ 8/26/20
Signature of new owner/claimant Title, if applicable Date
- Signature: *Melanie Gonsales* _____ 8/26/20
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by SG Date 9/8/20 Receipt No. 5038127 Receipt Amt. \$325.00

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 BW Date 9/10/20

QUITCLAIM DEED

For value received, SV Ranch LLC, as grantor hereby quitclaims unto Melanie Gonsales and Rodney Gonsales the grantee whose current mailing address is Box 131 Fairfield, Idaho 83327 and physical address is 274 South 600 West Corral, Idaho 83322, all of the grantor's right, title, and interest in and to the following described water rights situated in Camas County, Idaho.

All of water right 37-13068 priority date 12/31/1920 and 0.04 cfs for the beneficial use of stockwater and domestic.

See the attached IDWR water right report and aerial map for details of the place of use of stockwater and domestic water in Township 01 South Range 13 East Section 27 SWSW in Camas County, Idaho.

Grantor has caused this quitclaim deed to be executed this 26th day of August, 2020.

By: Chris Pollak
<GRANTOR>
VP, SV Ranch LLC
<TITLE>

By: _____
<GRANTOR>

<TITLE>

State of WA)
County of KING) S.S.

On this 26th day of AUGUST, in the year of 2020, before me, a Notary Public, personally appeared CHRIS POLLAK, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

S
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A
L



Nancy Lukacs

Notary Public
In and for said State and County

NANCY LUKACS 4-29-24
My Commission Expires on



0 125 250 Feet

ROD GONSALES PROPERTY
STOCKWATER AND DOMESTIC
WATER RIGHT LOCATIONS
2019 NAIP AERIAL PHOTO

Legend

● 37-13068

▨ 37-13068 POU





State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

September 10, 2020

RODNEY R and MELANIE J GONSALES
PO BOX 131
FAIRFIELD ID 83327-0131

Re: Change in Ownership for Water Right No(s): 37-13068

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.

Please note, the water right currently identifies James P Speck of Speck & Aanstad PC as the attorney. If this is no longer correct, the Department can remove and/or update the attorney on the water right with your written authorization. Identifying an attorney on a water right is not required, but will ensure that they receive copies of any correspondence related to that 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 me at (208) 736-3033.

Sincerely,

Benny Walker
Senior Water Resource Agent

Enclosure(s)

c: JAMES P SPECK
BROCKWAY Engineering, PLLC



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

September 2, 2020

Corey Skinner
Idaho Department of Water Resources
650 Addison Ave. W., Ste. 500
Twin Falls, ID 83301

RECEIVED

SEP 08 2020

DEPT OF WATER RESOURCES
SOUTHERN REGION

Re: Melanie Gonsales and Rodney Gonsales 37-7295B

Dear Mr. Skinner:

Melanie Gonsales and Rodney Gonsales have recently purchased 3.0 acres from water right 37-7295B. They desire to transfer the 3.0 acres to the property in which they own.

A 13.2 acre portion of 37-7295B is under lease contract from 2018-2022 into the Idaho Water Supply Bank. The 3.0 acres involved in the attached transfer is a portion of the 13.2 acres leased into the Water Supply Bank. The 3.0 acre will be requested to be released from the Water Supply Bank as soon as the transfer is approved by IDWR. There have been no rental agreements for the 13.2 acres of 37-7295B.

The irrigation place of use, the point of diversion and ownership of the 3.0 acres will be changing with this transfer. The transfer fee will be \$300.00

An additional \$25.00 will be included in the check for the change of ownership of water right 37-13068.

Please contact me if you have any questions.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Rod Gonsales

Enc: Transfer Application 37-7295B, Aerial Maps, Quit Claim Deeds, Change of Ownership 37-13068, Brockway Engineering Check # 16033 for \$325.00

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

SV RANCH LLC

Manager Delegation of Authority

Effective September 23, 2016

SV Ranch LLC (the "Company") is managed by a Manager as provided in the Company's Limited Liability Company Agreement (the "Agreement"). For efficient administration of the Company's affairs, however, the Manager is executing this document to appoint certain officers to assist in the administration of the Company's affairs. The Manager retains the right to manage the affairs of the Company as provided in the Company's Agreement. The Manager shall have the right to revoke this Delegation of Authority at any time, or to overrule any decision of any officer.

1. Officers.

1.529 Number, Election and Term. Officers of the Company shall be a President, a Vice President, a Secretary and a Treasurer, and may include such other officers as the Company may designate from time to time. Officers shall be appointed by the Manager from time to time. Each officer shall hold office until removed as provided below. Any one person may hold more than one office if it is deemed advisable by the manager.

1.530 Appointment of Officers. The Manager appoints the following persons to the offices designated below:

<u>Name</u>	<u>Office</u>
Greg Vik	President
Chris J. Pollak	Vice President
Jeff Anderson	Secretary and Treasurer

1.531 Resignation or Removal: Any officer or agent of the Company may resign from such position by delivering written notice of the resignation to the Company, but such resignation shall be without prejudice to the contract rights, if any, of the Company. Any officer or agent of the Company may be removed by the Manager, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Vacancies in any office caused by any reason may be filled by the manager by selecting a suitable and qualified person to act during the unexpired term.

1.532 Salaries. The compensation of all the officers, agents and other employees of this Company shall be fixed by the Manager and may be changed from time to time by the Manager.

1.533 President. The President shall have general charge and control of the day to day affairs of the Company subject to the ultimate control of the Manager of the Company, shall perform all duties as may be delegated from time to time by the Manager of the Company and shall make such reports to the Manager and the Members of the Company as may be required. The President shall be authorized to execute all documents on behalf of the Company.

1.534 Vice Presidents. The Vice President shall perform such duties as shall be assigned by the president or Manager of the Company. In the case of absence, disability or death of the President, the Vice Presidents shall perform and be vested with all the duties and powers of the President, until the President shall have resumed such duties or the President's successor is elected. In the event there is more than one Vice President, the Manager of the Company may designate one of the Vice Presidents as a Senior Vice President, who, in event of the absence, disability or death of the President shall perform such duties as shall be delegated by the Manager of the Company. Each Vice President shall also have authority to execute documents on behalf of the Company and bind the Company.

1.535 Secretary. The Secretary shall keep a record of the proceedings at the meetings of the Members of the Company, shall have custody of all the books, records and papers of the Company, except such as shall be in charge of the Treasurer or some other person authorized to have custody or possession thereof, shall from time to time make such reports to the Manager, the officers and the Members of the Company as may be required, and shall perform such other duties as the Manager of the Company may from time to time delegate. In addition, if no Treasurer is elected, the Secretary shall perform all the duties required of the Office of Treasurer.

1.536 Treasurer. The Treasurer shall keep accounts of all monies of the Company received or disbursed, shall from time to time make such reports to the Manager, the officers and the Members of the Company as may be required, and shall perform such other duties as the Managers of the Company may from time to time delegate. The Treasurer shall have authority to execute banking documents required for the operation of the business of the Company.

2. Liability; Indemnification. None of the Company's officers or agents shall be liable to the Company, the Manager or the Members for any act or omission based upon errors of judgment, negligence, or other fault in connection with the business or affairs of the Company so long as the person against whom the liability is asserted acted in good faith on behalf of the Company and in a manner reasonably believed by such person to be within the scope of his or her authority under this Agreement and in the best interests of the Company, but only if such action or failure to act does not constitute gross negligence or willful misconduct. The Company agrees to indemnify the Company's officers and agents to the fullest extent permitted by law and to save and hold them harmless from and in respect of all (a) fees, costs, and expenses incurred in connection with or resulting from any claim, action, or demand against the company or any of its agents that arise out of or in any way relate to the Company, its properties, business, or affairs and (b) such claims actions and demands and any losses or damages resulting from such claims, actions and demands, including amounts paid in settlement or compromise (if recommended by attorneys for the Company) of any such claim, action or demand; provided, however, that this indemnification shall apply only so long as the person against whom a claim, action or demand is asserted has acted in good faith on behalf of the Company and in a manner reasonably believed by such person to be within the scope of its authority and in the best interests of the Company, but only if such action or failure to act does not constitute gross negligence or willful misconduct. The termination of any action, suit, or proceeding by judgment, order, settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that any person acted with gross negligence or willful misconduct. The rights of any officer or agent under this paragraph are in addition to any rights such person may have under any other agreement with the Company or any affiliate of the Company.

The Manager of the Company hereby approves this Manager Delegation of Authority.

MANAGER:

INVESTMENTS MANAGER LLC

By: _____

Greg Vik, President