

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 16 2018

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?
47-7520	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: LESLIE J MACFEE
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): LESLIE J MACFEE & PHYLLIS D MACFEE
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- 19000 HWY 30 BUHL ID 83316
Mailing address City State ZIP
- 208-749-0598 / 208-410-7244 JLMACFEE@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: 7/22/2017 (MARRIAGE)
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☐ Filing fee (see instructions for further explanation):
- ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9

8. Signature: [Signature] 10/16/2018
Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] 10/16/2018
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 1-7-2019 Receipt No. 5037094 Receipt Amt. \$25-

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 DM Date 1-9-2019

TWIN FALLS COUNTY

Recorded for:

LESLIE J MACFEE

11:16:23 AM 01-07-2019

2019-000217

No. Pages:2 Fee: \$ 15.00

KRISTINA GLASCOCK

County Clerk

Deputy: SWADE

QUITCLAIM DEED

RECEIVED

JAN 07 2019

DEPT OF WATER RESOURCES
SOUTHERN REGION

FOR VALUE RECEIVED, Leslie J MacFEE, Grantor, does

hereby convey, release, remise and forever quitclaim unto

Leslie J and Phyllis D MacFEE, a married couple, whose address is

19000 Hwy 30, Buhl, Idaho 83316, the following

described premises, to-wit:

A parcel of land and water rights located in the SW 1/4 NE 1/4 of Section 30, Township 8 South, Range 14 East of

the Boise Meridian, Twin Falls County, State of Idaho and being part of Lot 11 of the Salmon River Ranches as

shown on the survey plat recorded in Book 28, Page 1748 of the Miscellaneous Records of Twin Falls County,

Idaho and is described in full in attached Exhibit "A".

Twin Falls county.

Together with the appurtenances.

This deed is intended to convey to the Grantee all right, title, and interest of the Grantor in and to said property, now owned or hereafter acquired.

Date December 31, 2018

[Signature]
Signature, Grantor

STATE OF IDAHO)
) ss.
County of Gooding)

On this 31st day of December, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Leslie MacFEE, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same.



Ryan T Stout
NOTARY PUBLIC for Idaho
Residing at: Coeur d'Alene
My Commission Expires: 8/20/24

QUITCLAIM DEED

CAO GL 02 Revised 10/10/2003

EXHIBIT "A"

PROPERTY DESCRIPTION

A parcel of land in the SW ¼ NE ¼ of Section 30, Township 8 South, Range 14 East of the Boise Meridian, Twin Falls County, State of Idaho and being part of Lot 11 of the Salmon River Ranches as shown on survey plat recorded in Book 28, Page 1748 of the Miscellaneous Records of Twin Falls County, Idaho described as follows:

Commencing at the Southeast corner of said E ½ SE ¼ ;

thence South 89° 11' 26" West, 1038.76 feet to a projection
of the Easterly right of way boundary of U.S. Highway 30;

thence North 27° 16' 27" West, 2850.73 feet along said
Easterly right of way and its projection;

thence North 13° 32' 16" East; 76.50 feet along said Easterly
right of way boundary;

thence North 25° 25' 58" West, 349.55 feet along said
Easterly right of way boundary to the True Point of Beginning;

thence along said Easterly right of way boundary 164.20 feet
Northwesterly in the arc of a curve to the right with a radius of
1799.86 feet, a central angle of 5° 13' 37 " and a chord which bears
North 19° 13' 46" West 164.14 feet to the True Point of Beginning;

thence along said Easterly right of way 166.27 feet on the
arc of a curve to the right with a radius of 1799.86 feet , a central
angle of 5° 17' 35" and a cord which bears North 13° 58' 10" West
166.21 feet;

thence North 65° 37' 52" East, 611.53 feet to the center of
Salmon Falls Creek;

thence South 62° 34' 21" East, 44.14 feet along the center
of said Salmon Falls Creek;

thence South 39° 22' 04" East, 63.71 feet along the center
of said Salmon Falls Creek;

thence South 18° 58' 58" East, 67.56 feet along the center
of said Salmon Falls Creek;

thence South 65° 37' 52" West, 678.96 feet to the True Point
of Beginning.

The above parcel includes use of a 50.00 feet wide access road right of way as described in Book 28, Page 1750 of the Miscellaneous Records of Twin Falls County, Idaho, and is subject to an easement for ingress and egress across the Southwesterly 50.00 feet of the above described parcel.

TOGETHER with two and one-half (2 ½) inches of irrigation water from Salmon Falls Creek.

STATE OF IDAHO

State File No.

County of GOODING

No. 1242

Marriage License

KNOW ALL PERSONS BY THIS CERTIFICATE: That any regularly ordained minister of the Gospel, authorized by the rites and usages of the church or denomination of Christians, Hebrews, or religious body of which said minister is a member, or any judge or magistrate, or competent officer to whom this may come, not knowing of any lawful impediments thereto, is hereby authorized and empowered to solemnize the rites of Matrimony between:

GROOM

AND

BRIDE

Name: LESLIE JAY MACFEE

Address: WENDELL, GOODING COUNTY, IDAHO

Age: 70 Race: CAUCASIAN Status: DIVORCED

Family Name:

Birthdate: 8/27/1946

Birthplace: POCATELLO, IDAHO USA

Name: PHYLLIS DAWN ROWLAND

Address: HAGERMAN, GOODING COUNTY, IDAHO

Age: 69 Race: CAUCASIAN Status: WIDOWED

Family Name:

Birthdate: 6/17/1948

Birthplace: HEALDSBURG, CALIFORNIA USA

And to certify the same to said parties, or either of them under the signature and seal, of said minister or official capacity, and thereupon is required to deliver the original to the parties so married.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at GOODING, GOODING COUNTY, IDAHO, this 22nd day of June, 2017

DENISE M. GILL Recorder

Deputy Recorder

Marriage Certificate

I, Phyllis Dawn Rowland, a Minister of Universal Life Church, residing in the city of Boise, in the county of Ada, in the state of Idaho do certify that, in accordance with the authority on me conferred by the above license, I did on this 22nd day of JULY in the year A.D. 2017 in the city of Wendell in the county of Gooding, in the State of Idaho, solemnize the rites of matrimony between

LESLIE JAY MACFEE of WENDELL, in the county of GOODING, of the state of IDAHO

and PHYLLIS DAWN ROWLAND of HAGERMAN, in the county of GOODING, of the state of IDAHO

in the presence of Jonas D. Aguirre and Mark Kail WITNESS my hand at the county aforesaid this 22nd day of JULY, A.D. 2017.

In the presence of: Jonas D. Aguirre and Mark Kail

Officiant's Signature Phyllis Dawn Rowland

Officiant's Mailing Address 211 N. Louisa St.

Date Received 7/25/17 by County Recorder

Date Received 7/25/17 by State Registrar

(Use typewriter and/or black ink)

(Officiant should send this copy back to the County Recorder immediately.)

STATE OF IDAHO
COUNTY OF GOODING } ss.

I hereby certify that the foregoing is a true copy of the original instrument on file in my office.

Dated January 31, 2018

DENISE M. GILL
District Court Clerk

By Sam M. Woodring
Deputy Clerk

Instrument # 259014

GOODING, GOODING, IDAHO

7-26-2017 11:31:03 AM No. of Pages: 1

Recorded for : GOODING COUNTY

DENISE M. GILL Fee: 0.00

Ex-Officio Recorder Deputy

AGREEMENT

THIS AGREEMENT is made this 26 day of Feb, 1987, by and between Ray and/or Glen Depew, hereinafter "Depews", and Les Mae Fee, hereinafter "Buyers".

W I T N E S S E T H:

WHEREAS, Depews have applied for and received Department of Water Resources Permit No. 47-7520 to appropriate the public waters of the State of Idaho, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein (hereinafter "permit"); and

WHEREAS, the permit entitles the Depews the right to extract up to 2 c/f/s of geothermal waters by means of a well for purposes of home heating, greenhouses and recreation; and

WHEREAS, 2 c/f/s is the equivalent of approximately 897.6 gallons of water per minute; and

WHEREAS, the well is located on lands owned by the Depews in the Northwest 1/4 of Southeast 1/4 of Section 30, Township 8 South, Range 14 E.B.M., Twin Falls County; and

WHEREAS, the place of use of such water is in the SW1/4 NE1/4, NE1/4 SE1/4, NW1/4 SE1/4 and SE1/4 SE1/4 of Section 30, Township 8 South, Range 14 E.B.M., Twin Falls County; and

WHEREAS, Depews have filed a request for extension of time and have received an order from the Idaho Department of Water Resources approving such extension, a copy of said request and order is attached hereto as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, the Depews desire to sell a maximum of twenty (20) 5% interests in the output of the geothermal well for the beneficial uses indicated, which interests include that portion of the water which Depews will use;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein below contained, the parties agree as follows:

1. Depews hereby assign to Buyer and Buyers hereby accept from Depews an assignment of a 5% interest in said well in consideration of Buyer's payment to Depews the sum of
payable as follows:

Buyers agree to pay the sum of
Dollars to the Depews
upon the execution of this Agreement and
further agree to pay the balance of

Dollars over the next five years, with
interest, at the rate of 10% per annum in
accordance with the following schedule:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
89 Year 1			
90 Year 2			
91 Year 3			
92 Year 4			
93 Year 5			

Each annual payment shall be due and payable
on each succeeding anniversary of this
Agreement. If Buyers default in payment
under this Agreement, Buyers covenant to
immediately assign their 5% interest to the
Depews.

2. Buyers understand and agree that the well is
currently producing between 600 and 700 gallons per minute by
artesian flow. Depews make no warranty as to the quantity,
quality or temperature of the water that this well will
deliver. Buyer understands that Buyer is solely responsible
for all discharges of said water. By their execution of this
Agreement, the parties understand and agree that a percentage
of the flow of the well is being purchased and that a total of
twenty (20) 5% interests is the maximum number of interests to
be sold, or used, including water to used by the Depews.

3. Depews agree to install a trunk line to the edge
of the Depew property. Beyond that point, each acquiring buyer
shall build his/her own connecting facility and install a valve
and flow measuring device. The line built by the Depews to the
edge of their property shall be a 6-inch diameter, 1/4-inch
wall, heavy-wrap steel pipe.

4. In the event that the output of the well
diminishes, the parties who then own the 5% interests shall
share the reduction proportionately. In the event that all 20
interests have not been sold and the flow diminishes to a point
where the sale of additional interests and the diversion of the
water represented thereby would reduce the quantity available
to any Buyer to below 20 g/p/m, Depews agree not to sell
additional interests until the constant and dependable flow of
the well has been restored to 400 g/p/m or above. In the event

that the well ceases any output of water, this Agreement shall terminate and buyers agree to release and hold harmless the Depews. Buyers shall not be entitled to the return of any funds in the event of a diminution or cessation of water flow.

5. The parties are aware of and understand that certain order signed by A. Kenneth Dunn of the Idaho Department of Water Resources dated March 10, 1987, a copy of which is attached hereto as Exhibit "C" and by this reference incorporated herein (hereinafter "Dunn Order"). In the event that the State of Idaho or any other governmental entity shall suspend or preclude any further development under the Depews' permit, the buyers shall hold harmless the Depews and any and all other buyers.

6. Buyers shall, at no time, assert any claim hereunder against the Depews or any other buyers for loss or damage which may result from the inadequacy or non-availability of water, as to both pressure and quantity, or from leaks or other defects in the water system; and buyer hereby agrees to indemnify the Depews and save them harmless from any and all claims or liability for loss or damage to any persons or property resulting from, arising out of, or connected with the rendition of water service hereunder, in the event of such inadequacy or non-availability of water, or in the event of leaks or other defects in the water system.

7. The Depews covenant not to sell more than twenty (20) such interests in this well. As aforementioned, the interests of Ray and/or Glen Depew to use the well are included in these twenty (20) interests in said well.

8. Each 5% interest shall entitle the holder thereof to one (1) vote or one (1) pro rata charge, as hereinafter contemplated. If any Buyer, or the Depews, owns more than one (1) 5% interest, they shall be entitled to vote, or be required to pay, on a "per interest" basis, as many interests as they possess. Maintenance of the well and pipeline, including the trunk line, shall be borne on a pro rata basis by all users of the well and pipeline who hold an interest in the water to be delivered pursuant to this Agreement and such other Agreements as are executed by other users of such water, including the Depews. If all twenty (20) interests are at any time unsold, the maintenance charges at that time shall be evenly divided by the number of interests then held in the well. Depews' share of maintenance charges shall be based only on the four (4) interests that they retain in the well, and not on any retained, but unsold interests. If, by vote, a majority, but not all, of the interest holders in said well desire to rehabilitate the system, those individuals desiring to rehabilitate the water system may proceed with the rehabilitation. The interest holders who desire to refrain from participation in the rehabilitation shall, by this

Agreement, offer the sale of their interest, by valid assignment, to those individuals desiring to rehabilitate the system for a total price of \$10.00 for their interest. Those individuals desiring to rehabilitate the system shall, by this Agreement, be required to purchase the interests of those individuals electing to refrain from participation in rehabilitation. After such interests shall have been purchased, that interest holder shall be deemed to have sold any and all interest in and to the hot water well and the right to use the water therefrom. The interests so purchased by those individuals desiring to rehabilitate the system may be sold at a price as agreed upon by a majority of the interest holders who acquire the non-participant's interest.

9. The Depews shall not be required to nor do they have the responsibility to pump the water from the well.

10. The parties hereto understand and agree that other permit holders of ground water in the immediate area are prior in time and right to the permit of the Depews. The Depews covenant that they will not drill another well on this property for the production of geothermal fluid. Such covenant shall not preclude the drilling of a well for domestic water.

11. The interest in the water right hereby assigned by the Depews is for the purposes of home heating, greenhouse heating, and recreational purposes. Depews and Buyers agree to use their best efforts in applying the water to beneficial use on the property described as the place of use in the permit and its amendment.

12. Depews grant to Buyers, and all buyers of interests in this water system, an easement across that five (5) acre parcel of property of the Depews located in the Northwest 1/4 of Southeast 1/4 of Section 30. Township 8 South, Range 14 E.B.M., Twin Falls County, Idaho. The purpose of said easement is limited to all reasonable and necessary uses incidental to the operation and maintenance of the geothermal well and its distribution system. The Depews and all buyers shall mutually agree upon a reasonable location for the easement.

13. It is expressly agreed by the Depews and all buyers of shares in this water system that all of the buyers shall have ownership and control of the water distribution system.

14. The conveyance of any interest in this well is subject to all the requirements of the Idaho Department of Water Resources as is evidenced in the permit and the Dunn Order.

15. Buyers may not transfer their interest herein to anyone other than a successor-in-interest to the real property to which the delivery line has been stubbed. Buyers expressly covenant not to sell, lease, or rent all or any portion of this right to obtain water under this Agreement as except as herein provided.

16. All agreements and obligations hereby imposed upon or assumed by the respective parties hereto shall accrue to and be binding upon the heirs, assigns, and successors in interest of the parties hereto.

17. In the event that this Agreement shall become the subject matter of litigation, the prevailing party shall be entitled to recover costs and attorney's fees from the non-prevailing party.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above mentioned.


Ray Depew


Glen Depew


Buyer

Buyer

Down payment due on or
before 4-26-88
PD & M

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 1987, before me, a
Notary Public, in and for said County and State, personally
appeared _____ and _____,
husband and wife, known or identified to me to be the persons
whose names are subscribed to the within instrument, and
acknowledged to me that they executed the same.

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 IDAHO
Residing at: _____
My Commission Expires: _____

7575m

STATE OF IDAHO)
)
County of _____) ss.

On this _____ day of _____, 1987, before me, a Notary Public, in and for said County and State, personally appeared Ray Depew, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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 IDAHO
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO)
)
County of _____) ss.

On this _____ day of _____, 1987, before me, a Notary Public, in and for said County and State, personally appeared Glen Depew, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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 IDAHO
Residing at: _____
My Commission Expires: _____



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

January 09, 2019

LESLIE J MACFEE
PHYLLIS D MACFEE
19000 HWY 30
BUHL ID 83316-5060

Re: Change in Ownership for Water Right No(s): 47-7520

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence adding Phyllis D MacFee to the above referenced water right(s). 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) 736-3033.

Sincerely,

A handwritten signature in blue ink that reads "Denise Maline".

Denise Maline
Administrative Assistant 1

Enclosure(s)