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STATE OF IDAHO DEPARTMENT OF
WATER RESOURCES
DEPARTMENT OF WATER RESOURCESWATER 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?
2-10387	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-28914	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-32685	Yes ☐	Yes ☒		Yes ☐	Yes ☐
63-32687	Yes ☐	Yes ☒		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Edward Ray Montierth Susan Montierth
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Dawn McDonald
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 5700 Willow Creek Eagle Ida 83616
Mailing address City State ZIP
- (208) 999-0261 Dawn@AIRSupplyandPump.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: May 4, 2018
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: Dawn McDonald Dawn 10/4/18
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by AHC Date 10/4/2018 Receipt No. W046829 Receipt Amt. 100.00

Active in the Water Supply Bank? Yes ☒ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒

Name on W-9 _____ Approved by _____ Processed by [Signature] Date 10-15-18



Pioneer Title Co.

GOING BEYOND

100 10th Avenue South
Nampa, ID 83651

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

File No. 650932 BA/

2018-019172

RECORDED

05/04/2018 03:41 PM



00367305201800191720020028

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 HCRETAL

\$15.00

DEED

DEVON MCDONALD

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

Devon McDonald and ~~Jaimie~~ McDonald, husband and wife

hereinafter referred to as Grantee, whose current address is

The following described premises, to-wit:

5700 Willow Creek Dr
Eagle Idaho 83616

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements; (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: May 4, 2018

Edward Ray Montierth

Susan Montierth

State of Idaho, County of Canyon

This record was acknowledged before me on 5-4-18 by Edward Ray Montierth and Susan Montierth

Signature of notary public
Commission Expires:

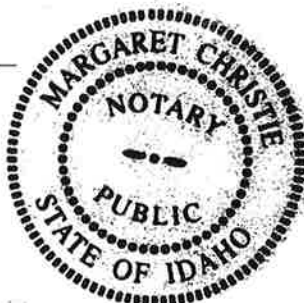


EXHIBIT A

The Northeast Quarter of the Southeast Quarter of Section 2, Township 1 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM:

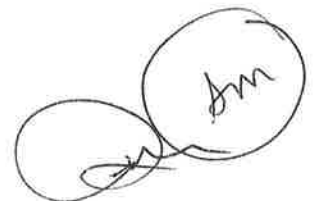
A parcel of land lying in a portion of the Northeast Quarter of the Southeast Quarter of Section 2 Township 1 North, Range 3 West, Boise Meridian, Canyon County, Idaho and more particularly described as follows:

BEGINNING at an aluminum cap marking the section corner common to Sections 2, 1, 11 and 12; thence North 0° 10' 00" East 1,353.86 feet along the Easterly boundary of the said Southeast Quarter of Section 2, which is also the centerline of a certain county road, to an aluminum cap, and also said point being the REAL POINT OF BEGINNING; thence continuing North 0° 10' 00" East 756.86 feet along the said Easterly boundary of the Southeast Quarter of Section 2 to a point; thence North 89° 50' 00" West 313.50 feet to an iron pin; thence South 0° 10' 00" West 21.00 feet along a line Westerly of and parallel with the said Easterly boundary of the Southeast Quarter of Section 2 to an iron pin; thence North 89° 50' 00" West 255.50 feet to an iron pin; thence North 0° 10' 00" East 115.00 feet along a line Westerly of and parallel with the said Easterly boundary of the Southeast Quarter of Section 2 to an iron pin; thence North 89° 50' 00" West 20.00 feet to an aluminum cap; thence South 0° 10' 00" West 850.86 feet along a line Westerly of and parallel with the said Easterly boundary of the Southeast Quarter of Section 2 to an aluminum cap; thence South 89° 50' 00" East 589.00 feet to the POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO:

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 2599.16 feet along the East line of said Section to the POINT OF BEGINNING; thence South 89°54'20" West 1325.54 feet; thence South 00°10'22" West 30.00 feet; thence South 89°54'35" West 3976.84 feet to the West line of said Section.

EXCEPT THEREFROM any and all mineral of any kind or nature located in, on and under said property

A handwritten signature, possibly "Jm", is written inside a circular stamp. The signature is in cursive and the stamp is a simple circle.

REAL ESTATE TRADE AGREEMENT

This agreement is entered into this _____ day of May, 2018, by and between Ray and Susan Montierth (Montierth) whose address is 825 Heartland Drive, Nampa, ID 83686, and Devon McDonald (McDonald) whose address is 5700 Willow Creek, Eagle, ID 83616.

WHEREAS, Montierth owns that certain parcel of real estate, consisting of 30.11 acres, including the existing residence, outbuildings and other improvements, located at 0 Sky Ranch Road, Nampa, in Canyon County, Idaho, further described as tax parcel # 287510270, and legally described as 02-1N-3W SE NESE LS TX 04124 AND 04125; and,

WHEREAS, Montierth owns certain surface water rights from the Snake River, consisting of an irrigation water right covering 22.0 acres, designated as water right number 2-10387, which is appurtenant to the referenced Sky Ranch property; and,

WHEREAS, Montierth owns certain ground water rights, consisting of domestic water right number 63-28914, which is appurtenant to the referenced Sky Ranch property, which right has yet to be transferred from the prior owner to Montierth or his successor; and,

WHEREAS, Montierth owns certain ground water rights, consisting of two specified water rights, designated as water right number 63-32685, consisting of 8.7 acres and water right number 63-32687, consisting of 12.7 acres, respectively, for a combined total of 21.4 acres, which rights are currently appurtenant to properties not included in this transaction; and,

WHEREAS, McDonald owns that certain parcel of real estate, consisting of 72.055 acres, including any improvements, located at the corner of Gatfield and Grey Lanes, in Round Valley, Valley County, Idaho, further described as tax parcel RP12NO4E328405, and legally described as PT S/2 SE4 S32 T12N R4E; and,

WHEREAS, McDonald owns certain surface water rights from Bacon Creek, consisting of 72 acres, under water right number 65-23670, which are appurtenant to and utilized upon the referenced Round Valley property; and,

WHEREAS, McDonald holds a ground water permit from IDWR to develop ground water rights, as described in IDWR permit number 65-23614 for a total of 72 acres, which rights will be appurtenant to the referenced Round Valley property once they are developed; and,

WHEREAS, McDonald has obtained a permit from Valley County for installation of a septic system to allow for construction of a residence, barn and shop on the property, and has excavated additional sites to test for future septic permits,

NOW THEREFORE, the parties agree as follows:

- (A) EXCHANGE OF PROPERTIES: The parties, pursuant to the promises and covenants herein contained and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, do hereby agree to convey, one to the other, all their right, title and interest, respectively, in the above referenced properties, pursuant to the deeds to be executed herewith. Such transfer is understood to include all appurtenances, inclusive of existing water rights, mineral rights, and all permits, approvals and applications on file with any governing authority pertaining to the properties.
- (B) WATER RIGHTS TRANSFER: The parties agree to transfer, one to the other, any and all existing water rights and water permits, whether for surface or ground water, domestic or irrigation, as may be appurtenant to the respective parcels, as set forth above. Included in this exchange are the two above-referenced water rights, numbers 63-32685 and 63-32687, being transferred by Montierth to McDonald from property not included in this transaction, which rights are intended for eventual transfer by McDonald to the Sky Ranch property. It is acknowledged that these two rights are currently enrolled in the IDWR Water Bank Program. It is further understood that purchaser intends to drill a new well for the benefit of the property.
- (C) WATER RIGHTS - REPRESENTATIONS: It is hereby agreed and acknowledged that all water rights being transferred by the parties hereunder are being transferred "as is", with no representations or warranties among the parties as to their current status, validity or ability to be transferred. The parties acknowledge having had adequate opportunity to inspect the records of the IDWR to determine their suitability for the parties' intended use, and neither party can guaranty or assure the other of any future determinations or rulings by IDWR as to such status, validity or ability to transfer. No assurances can be given by either party as to the quantity or quality of water that can be obtained through existing or future points of diversion on either of the properties.
- (D) PROPERTY VALUATION: For purposes of this sale and conveyance the parties stipulate that the respective parcels are of equal value and no additional money or other consideration is required to be paid by either party hereunder. The parties further stipulate to a market value of \$150,000, respectively, for each of the two parcels.
- (E) REMOVAL OF PERSONAL PROPERTY: It is hereby acknowledged that the parties possess certain personal property currently located on the respective parcels. This personal property includes equipment and other possessions located around the shop and yard area of the Sky Ranch property. The parties agree to allow one another up to one year from the date of closing to fully remove all personal property from the premises

- (F) **CONDITION OF PROPERTY:** The parties agree that all property being sold and conveyed hereunder is sold strictly "as is", with no guaranty or warranty whatsoever as to the condition of the respective properties, including the land, water or improvements. The existing residence and out-buildings on the Sky Ranch property have not been inspected by the owner during the past 5 years and no representations or warranties are made hereunder regarding their general condition, including electrical, plumbing, water delivery system or any other aspects of said improvements.
- (G) **EXISTING TENANT:** It is acknowledged that the residence on the Sky Ranch property is currently occupied by a tenant, Sierra Guye, who has rented the residence for the past five years on a month-to-month basis without a written lease. It will be up to purchaser hereunder to provide notice to vacate the house after closing has been completed.
- (H) **LIENS AND ENCUMBRANCES:** The parties hereby agree that any and all mortgages, liens and encumbrances of whatever kind or nature, existing upon the respective properties, will be fully paid, satisfied and released at time of closing.
- (I) **CLOSING:** This transaction will be closed no later than June 10th, 2018, and a standard policy of title insurance provided to the respective parties by Pioneer Title, located in Nampa, Idaho. Closing and recordation fees will be split evenly between the parties.

IN WITNESS WHEREOF, the parties do subscribe on the date first above written,

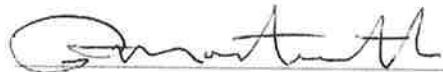
Ray Montierth

Devon McDonald May 4, 2018
Devon McDonald

Susan Montierth

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Ray Montierth


Susan Montierth

 May 4, 2018
Devon McDonald



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

C.L. "Butch" Otter
Governor

Gary Spackman
Director

October 15, 2018

DEVON MCDONALD
JAMIE MCDONALD
5700 WILLOW CREEK RD
EAGLE ID 83616-2024

Re: Change in Ownership for Water Right No(s): 2-10387, 63-28914, 63-32685 & 63-32687

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 II

Enclosure(s)