

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
FEB 22 2018
Department of Water Resources
Eastern 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?
34-10553 A	Yes ☒	Yes ☐		Yes ☐	Yes ☐
34-10504	Yes ☐	Yes ☐		Yes ☐	Yes ☐
Split into 34-10553A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
4 34-14673	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Dennie Donahue and Donna Donahue
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Kevin B. Donahue and Dana J Donahue
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 5195 N. Hwy. 93 Mackay ID 83251
Mailing address City State ZIP
208-339-5604 knddonahue@yahoo.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. 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 # 34-10504

8. Signature: Dana Donahue owner 2-22-18
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 2/22/18 Receipt No. E0437430 Receipt Amt. \$125. - for this app
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 JB Processed by CF Date 9/7/2018

248544

Custer County Reg. of
Custer County Title
Time 1:45 P M Date 3/3, 2014
Barbara C. Tierney, Clerk
Leah Rhoads \$ 19.
Deputy

WARRANTY DEED**FOR VALUE RECEIVED,**

DENNIE DONAHUE, AS TRUSTEE OF THE DENNIE DONAHUE LIVING TRUST DATED NOVEMBER 23, 2013 ("Grantor"), does hereby grant, bargain, sell and convey unto **KEVIN B. DONAHUE AND DANA J. DONAHUE**, husband and wife, with a mailing address of 5195 Highway 93, Mackay, Idaho 83251 ("Grantee"), all Grantor's right, title, and interest in the following described premises located in Custer County, Idaho, more particularly described on Exhibit A, attached hereto and incorporated herein, but reserving an access easement as particularly described below.

Reservation of Easement. Grantor hereby reserves, for himself, his heirs, administrators, personal representatives, trustees, and successors and assigns, a thirty (30) foot wide non-exclusive perpetual access easement over the property being conveyed hereunder along the east property line thereof south off Highway 93, Mackay, Idaho, in favor of and for the benefit of the south parcels (NE 1/4 NW 1/4 and the E 1/2 SE 1/4 NW 1/4), as illustrated on Exhibit B, attached hereto and incorporated herein. The easement shall run with the land and shall be used for ingress and egress to and from the south parcels for vehicular travel, utilities, and other purposes, and by their respective representatives, invitees and agents. The easement shall be maintained by the owners of the south parcels at their cost.

To have and to hold the said premises with their appurtenances unto the Grantee and Grantee's successors and assigns forever, including without limitation, the domestic well and that portion of water right number 34-10553A comprised of 0.34cfs for use on 17 acres within the SE 1/4 SW 1/4 of Section 12, T08N, R22E, and reserving to Grantor the remainder of 34-10553A. And the Grantor does hereby covenant to and with the Grantee that Grantor is the owner in fee simple of said premises, that the premises are free and clear from all encumbrances, except current taxes and assessments, easements, rights-of-way, encumbrances, restrictions and reservations of record, and that Grantor will warrant and defend the quiet and peaceful possession of said premises by the Grantee and Grantee's successors and assigns forever, against all lawful claims whatsoever.

DATED Effective the 1st day of March, 2014.

GRANTOR:

**DENNIE DONAHUE LIVING TRUST DATED
NOVEMBER 23, 2013**

By: Dennie Donahue
DENNIE DONAHUE, Trustee

Cory

STATE OF IDAHO)
) ss:
 County of Custer)

On this 3rd day of March, 2014, before me, the undersigned, a notary public in and for said State, personally appeared **DENNIE DONAHUE, AS TRUSTEE OF THE DENNIE DONAHUE LIVING TRUST DATED NOVEMBER 23, 2013**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as such Trustee.

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



Patsy Kindt
 Notary Public for Idaho
 My Commission Expires: 3-24-16

EXHIBIT A

The land is situated in the State of Idaho, County of Custer, and is described as follows:

PARCEL A

A parcel of land lying North of the State Highway No. 93 in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12, Township 8 North, Range 22 East, Boise Meridian, Custer County, State of Idaho, being more particularly described as follows:

Beginning at the South Quarter Corner of said Section 12, Township 8 North, Range 22 East, thence North 1°28'49" West 484.83 feet along the East line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 12 to a point lying on the Northeasterly right of way line of State Highway No. 93, the True Point of Beginning, thence North 42°59'29" West 1124.80 feet along said right of way line to a point lying on the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ said Section 12; thence North 89°20'36" East 745.56 feet along said North line to the North-East corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 12, thence South 1°28'49" East 831.57 feet along the East line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12, to the True Point of Beginning.

PARCEL B

A parcel of land lying South of State Highway 93 in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12, Township 8 North, Range 22 East, Boise Meridian, Custer County, State of Idaho, being more particularly described as follows:

Beginning at the South Quarter Corner of said Section 12, Township 8 North, Range 22 East, Boise Meridian, thence South 88°39'43" West 1328.86 feet along the South line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12 to the Southwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12; thence North 1°19'03" West 1332.15 feet along the West line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12 to the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12; thence North 89°20'36" East 444.37 feet along the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12 to a point lying on the Southwesterly right of way line of State Highway No. 93; thence South 42°59'29" East 1328.89 feet along said right of way line to a point lying on the East line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12; thence South 1°28'49" East 333.95 feet along said East line to the South quarter corner of Section 12, Township 8 North, Range 22 East, Boise Meridian, the Point of Beginning.

210343
Custer County Req. of Custer County Title
Time 1:45 P M Date 3/3, 2014
Barbara C. Tierney, Clerk
Lust Renson \$28
Deputy

THIS DEED OF TRUST, made effective the 1st day of March, 2014, between **KEVIN B. DONAHUE AND DANA J. DONAHUE**, husband and wife, whose current address is 5195 Highway 93, Mackay, Idaho 83251, herein called "Grantor," **CUSTER COUNTY TITLE, INC.**, an Idaho corporation, Post Office Box 370, Challis, Idaho 83226, herein called "Trustee," and **DENNIE DONAHUE, AS TRUSTEE (OR ANY SUCCESSOR TRUSTEE) OF THE DENNIE DONAHUE LIVING TRUST DATED NOVEMBER 23, 2013**, whose current address is 5195 Highway 93, Mackay, Idaho 83251, herein called "Beneficiary."

WITNESSETH, that Grantor does hereby irrevocable GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain real property located in Custer County, State of Idaho, commonly known as 5195 Highway 93, Mackay, Idaho 83251, and more particularly described on Exhibit A, attached hereto and incorporated herein, containing not more than forty (40) acres, together with the domestic well and that portion of water right number 34-10553A comprised of 0.34cfs for use on the real property.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

FOR THE PURPOSE OF SECURING PAYMENT of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of **ONE HUNDRED SEVENTY-ONE THOUSAND, FIVE HUNDRED AND 00/100'S DOLLARS (\$171,500.00)**, final payment due March 1, 2026, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures, together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances, together with interest thereon.

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of

law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay at least ten (10) days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; and all costs, fees and expenses of this trust. In addition to the payments due in accordance with the terms of the Note hereby secured, the Grantor shall, at the option and on demand of the Beneficiary, pay each month one-twelfth (1/12) of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at twelve percent (12%) per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary

who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or change hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at legal rate; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

10. Beneficiary may, at Beneficiary's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Beneficiary's prior written consent, of all or any part of the real property, or any interest in the real property. A "sale or transfer" means the conveyance of the real property or any right, title or interest in the real property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than five (5) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the real property, or by any other method of conveyance of an interest in the real property.

REQUEST IS HEREBY MADE that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at Grantor's address hereinbefore set forth.

GRANTOR:



KEVIN B. DONAHUE



DANA J. DONAHUE

STATE OF IDAHO)
) ss:
 County of Custer)

On this 3rd day of March, 2014, before me, the undersigned, a notary public in and for said State, personally appeared **KEVIN B. DONAHUE**, known or acknowledged to me to be the person 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 seal the day and year first above written.



Patsy Kindt
 Notary Public for Idaho
 My Commission Expires: 3-24-16

STATE OF IDAHO)
) ss:
 County of Custer)

On this 3rd day of March, 2014, before me, the undersigned, a notary public in and for said State, personally appeared **DANA J. DONAHUE**, known or acknowledged to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Patsy Kindt
 Notary Public for Idaho
 My Commission Expires: 3-24-16

EXHIBIT A

The land is situated in the State of Idaho, County of Custer, and is described as follows:

PARCEL A

A parcel of land lying North of the State Highway No. 93 in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12, Township 8 North, Range 22 East, Boise Meridian, Custer County, State of Idaho, being more particularly described as follows:

Beginning at the South Quarter Corner of said Section 12, Township 8 North, Range 22 East, thence North 1°28'49" West 484.83 feet along the East line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 12 to a point lying on the Northeasterly right of way line of State Highway No. 93, the True Point of Beginning, thence North 42°59'29" West 1124.80 feet along said right of way line to a point lying on the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ said Section 12; thence North 89°20'36" East 745.56 feet along said North line to the North-East corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 12, thence South 1°28'49" East 831.57 feet along the East line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12, to the True Point of Beginning.

PARCEL B

A parcel of land lying South of State Highway 93 in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12, Township 8 North, Range 22 East, Boise Meridian, Custer County, State of Idaho, being more particularly described as follows:

Beginning at the South Quarter Corner of said Section 12, Township 8 North, Range 22 East, Boise Meridian, thence South 88°39'43" West 1328.86 feet along the South line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12 to the Southwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12; thence North 1°19'03" West 1332.15 feet along the West line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12 to the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12; thence North 89°20'36" East 444.37 feet along the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12 to a point lying on the Southwesterly right of way line of State Highway No. 93; thence South 42°59'29" East 1328.89 feet along said right of way line to a point lying on the East line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12; thence South 1°28'49" East 333.95 feet along said East line to the South quarter corner of Section 12, Township 8 North, Range 22 East, Boise Meridian, the Point of Beginning.

254359

#

Custer County Req. of

Dana DonahueTime 1:10 P M Date 2/21/2018

Lura H. Baker, Clerk

Deputy Lura H. Baker \$15.00

WARRANTY DEED

For Value Received, I, John Timothy Donahue, an unmarried person, do hereby grant, bargain, sell and convey unto Kevin B. and Dana Donahue, husband and wife, whose address is:
5195 North US Hwy 93, Mackay, ID 83251

the following described premises in CUSTER County, Idaho, to-wit:

Parcel Number: RP08N22E132420

S2NE4NW4 TRACT 16-15 SEC 13 T8N R22E

20.2800 Acres

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that they are the owners of said premises; and that they are free from all encumbrances

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

Dated:

1/26/18

John Timothy Donahue
JOHN TIMOTHY DONAHUE

STATE OF KANSAS)ss:
COUNTY OF JOHNSON)

On this 26th day of January, in the year of 2018, before me, a Notary Public, in and for the said State, personally appeared JOHN TIMOTHY DONAHUE, 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 seal the day and year in this certificate first above written.

Kathy L. Roberts
Notary Public for the State of Kansas
Residing at: Overland Park KS
Commission Expires: 04-21-2021

KATHY L. ROBERTS
Notary Public-State of Kansas
My Appt. Expires 04-21-2021

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

3/21/2016

WATER RIGHT NO. 34-10553A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DENNIE H DONAHUE
Current Owner	DONNA DONAHUE 5195 N HWY 93 MACKAY, ID 83251 (208)588-2810
Directors Report Owner	SAN FELIPE RANCH PO BOX 388 MACKAY, ID 83251 (208)588-2805
Original Owner	MOUNTAIN SPRINGS RANCH 5550 BARTON FLAT RD MACKAY, ID 83251 (208)588-3110

Priority Date: 05/01/1910

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
BIG LOST RIVER	SINKS

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	5/01	10/15	0.88 CFS	
Total Diversion			0.88 CFS	

Location of Point(s) of Diversion:

BIG LOST RIVER|NENESE |Sec. 11|Township 08N|Range 22E|CUSTER County
BIG LOST RIVER|SWNWSW|Sec. 12|Township 08N|Range 22E|CUSTER County

Place(s) of use:

Place of Use Legal Description: IRRIGATION CUSTER County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
08N	22E	12		SESW	17									
		13		NENW	25		SENW	2						

Total Acres: 44

Conditions of Approval:

1. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. S34 THE PERIOD OF USE FOR IRRIGATION DESCRIBED ABOVE MAY BE EXTENDED IN SEASONS OF UNUSUAL CHARACTERISTICS TO A BEGINNING DATE OF 04-20 AND AN ENDING DATE OF 10-31 AT THE DISCRETION OF THE DIRECTOR OF THE IDAHO DEPARTMENT OF WATER RESOURCES.
3. The following rights are also diverted through points of diversion described above: 34-611B, 34-612B, 34-613B, and 34-142. This right is a combination of old rights numbers 34-143, 34-144, and 34-268.
4. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
5. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Dates:

Licensed Date:

Decreed Date: 09/26/2001

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 34

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

251757

#

Custer County Req. of

Ruby Ellen (Donahue) Corgatelli

Time: 2:27 P M Date 4/28/2016

Lura H. Baker, Clerk

Cheryl Lusk Deputy \$20.00

DEED OF DISTRIBUTION BY TRUSTEE

THIS DEED, made by **THOMAS T. DONAHUE, RUBY ELLEN (DONAHUE) CORGATELLI and JOHN TIMOTHY DONAHUE**, as Successor Co-Trustees of the **DENNIE DONAHUE LIVING TRUST** dated November 23, 2013, as amended (hereinafter "Grantor"), to **KEVIN B. DONAHUE and DANA J. DONAHUE**, husband and wife, whose current address is 5195 N. Highway 93, Mackay, Idaho 83251 (hereinafter "Grantee").

WHEREAS, Grantor is the Successor Co-Trustees of the Dennie Donahue Living Trust, and

WHEREAS, Grantee is entitled to distribution of the hereinafter described real property under the terms of the Trust.

THEREFORE, for valuable consideration received, Grantor quitclaims, transfers, and conveys to Grantee, all of Grantor's interest in that certain described real property located in Custer County, Idaho, and more particularly described on Exhibit A, attached hereto and incorporated herein.

The easement reflected on Exhibit A is set forth on the Lot Split Plat ("Plat") recorded on March 18, 2016, as Instrument Number 251638, records of Custer County, Idaho, and further documented in the Easement recorded on April 28, 2016, as Instrument Number 251755, records of Custer County, Idaho.

SUBJECT, HOWEVER, to current taxes and assessments, easements, rights-of-way, restrictions and reservations.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances unto the said Grantee and Grantee's heirs and assigns forever.

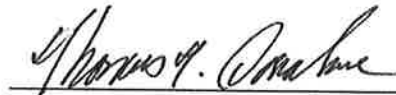
251757

IN WITNESS WHEREOF, Grantor has hereunto set their hands and seals this 27 day of April, 2016.

GRANTOR:

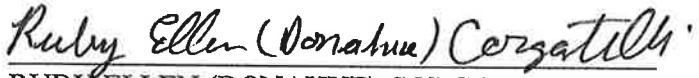
DENNIE DONAHUE LIVING TRUST

By:



THOMAS T. DONAHUE, Successor Co-Trustee

By:



RUBY ELLEN (DONAHUE) CORGATELLI,
Successor Co-Trustee

By:



JOHN TIMOTHY DONAHUE,
Successor Co-Trustee

STATE OF IDAHO)
) ss:
County of Canyon)

On this 25th day of April, 2016, before me, the undersigned, a notary public in and for said state, personally appeared **THOMAS T. DONAHUE, Successor Co-Trustee of the DENNIE DONAHUE LIVING TRUST**, either personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same as such Successor Co-Trustee.

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



Julie Ambrose
Notary Public for Idaho
Residing at CCSO Records/Civil
My Commission Expires 9-10-21

STATE OF IDAHO)
) ss:
County of Custer)

On this 27 day of April, 2016, before me, the undersigned, a notary public in and for said state, personally appeared **RUBY ELLEN (DONAHUE) CORGATELLI, DONAHUE, Successor Co-Trustee of the DENNIE DONAHUE LIVING TRUST**, either personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same as such Successor Co-Trustee.

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



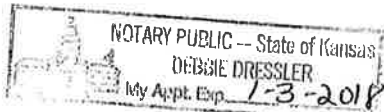
Deborah K. Wood
Notary Public for Idaho
Residing at Challis
My Commission Expires 2/2/19

251757

STATE OF KANSAS)
) ss:
County of Johnson)

On this 19th day of April, 2016, before me, the undersigned, a notary public in and for said state, personally appeared **JOHN TIMOTHY DONAHUE, Successor Co-Trustee of the DENNIE DONAHUE LIVING TRUST**, either personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same as such Successor Co-Trustee.

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



Debbie Dressler
Notary Public for Kansas
Residing at Overland Park, KS.
My Commission Expires 1-3-2018

251757

EXHIBIT A

DONAHUE PARCEL "A"

The N1/2NE1/4NW1/4 of Section 13, T 8 N, R 22 E, Boise Meridian, Custer County, Idaho.

Together with and subject to an ingress and egress easement 50 feet wide, 25 feet on both sides of the following described line:

Commencing the North 1/4 Corner of said Section 13, from which the Center 1/4 Corner of said Section 13 bears S00°23'43"E, 2678.83 feet the Basis of Bearing of this description run thence N01°28'49"W along the east line of the SW 1/4 of Section 12, T 8 N, R 22 E, Boise Meridian, 333.95 feet to a point on the southerly right-of-way of Highway 93 thence N42°59'29"W along said right-of-way, 37.72 feet to the Point of Beginning of said easement;

Thence S1°28'49"E, 75.06 feet to a centerline of an existing road thence continuing along the centerline of said road the following courses:

S48°29'34"W, 61.32 feet; S49°28'10"W, 97.86 feet; S72°46'01"W, 28.40 feet; N78°29'36"W, 34.95 feet; N73°04'32"W, 64.69 feet; S83°32'56"W, 45.66 feet; S83°10'26"W, 69.40 feet; S86°12'00"W, 120.86 feet; S34°38'02"W, 35.07 feet; S20°07'06"E, 50.13 feet; S9°55'14"E, 188.06 feet; S78°37'11"E, 201.32 feet; S13°10'28"E, 71.88 feet; S3°01'37"E, 255.99 feet; S25°21'31"W, 230.38 feet; S01°39'46"W, 19.64 feet to the Point of Terminus.

The sidelines of said easement shall be lengthened or shortened to conform with Grantor's and Grantee's property lines.

Said Parcel contains 20.32 acres.



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 12, 2018

Kevin B Donahue
Dana Donahue
5195 N Hwy 93
Mackay ID 83251

RE: Change of Ownership for Water Rights 34-10504 and 34-10553A (Split into 34-10053A & 34-14673)

Dear Water Right Holder:

The department acknowledges receipt of correspondence changing ownership and splitting the above referenced water right. The department has modified its records to reflect the changes and has enclosed computer-generated reports for your records.

Your portion of the water right has a specified point of diversion, nature of use and place of use. If you plan on changing any of these, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. If you do not plan on changing any items on your water right, then no further action is required at this time.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosures

cc: Dennie Donahue
Donna Donahue
Water District 34
Big Lost River Ground Water District