

JUN 11 2018

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
2-7070B	Yes ☐	Yes ☐		Yes ☐	Yes ☐
2-10341	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Dennis Young Shelley Young
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Dennis A. Young
New owner(s) as listed on the conveyance document

Mailing address 1866 So. Thacker Rd City Hammett State Id ZIP 83627
Telephone 208-830-9600 Email DennisY911@yahoo.com

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: 3-21-2018

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):
☐ \$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.

SUPPORT DATA
IN FILE # 2-7070B

8. Signature: Dennis A. Young Title, if applicable: Owner Date: 6-11-2018
Signature of new owner/claimant
Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by B90 Date 6-11-18 Receipt No. W046427 Receipt Amt. \$50.00
 Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing
 Name on W-9 X Approved by CS Processed by CS W-9 received? Yes ☐ No ☒
 Date 6/15/18

62

RECORDATION REQUESTED BY:

Tore Beal Gwartney, Esq.
Cosho Humphrey, LLP
1501 South Tyrell Lane
Boise, ID 83706
Ph: 208-344-7811
Fax: 208-338-3290

WHEN RECORDED MAIL TO:

Tore Beal Gwartney, Esq.
Cosho Humphrey, LLP
1501 South Tyrell Lane
Boise, ID 83706
Ph: 208-344-7811
Fax: 208-338-3290

SEND TAX NOTICES TO:

Dennis A. Young
1866 South Thacker Road
Hammett, Idaho 83627

Instrument # 0000465238

ELMORE COUNTY, ID

01:37:03 PM

Mar 30, 2018

For PIONEER TITLE COMPANY OF AD

No. of Pages: 3

Fee: \$15.00

BARBARA STEELE, Recorder

SE, Deputy

Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

QUITCLAIM DEED

1. DATE, NAMES OF PARTIES AND ADDRESSES.

1.1. Date. This quitclaim deed is executed and delivered by Grantor to Grantee on March 23rd, 2018.

1.2. Name of Grantor and Address. Shelley I. Young, an unmarried person, whose address is 1866 South Thacker Road, Hammett, Idaho 83627, is the Grantor.

1.3. Name of Grantee and Address. Dennis A. Young, an unmarried man, whose address is 1866 South Thacker Road, Hammett, Idaho 83627, is the Grantee.

2. CONVEYANCE. For value received, Grantor releases, remises and forever quitclaims to Grantee, all of her right, title and interest in and to certain real property located in Elmore County, Idaho, and more particularly described as follows:

A portion of Lot 2 in Block 23 of FRUITLAND SUBDIVISION, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho, more particularly described as follows:

-DAY LLC
↓
Dennis A Young

Beginning at the Southwest corner of said Lot 2 in Block 23 of FRUITLAND SUBDIVISION, and RUNNING THENCE

North 0°11'00" East along the West sideline of said Lot 2, a distance of 250 feet;

THENCE RUNNING

North 89°59'06" East 300.00 feet to a point; THENCE RUNNING

South 0°11'00" West 125.00 feet to a point on the South line of said Lot 2;

THENCE

South 67°23'40" West along the Southerly line of said Lot 2, a distance of 325.40 feet to the POINT OF BEGINNING.

QUITCLAIM DEED

25755-001 Quitclaim StoD3/22/2018 11:52:33 AM

Page 1

TOGETHER with vacated Right-of-Way adjoining subject property, which attached to said land by operation of law as disclosed in Resolution No. 007, recorded January 27, 1998, as Instrument No. 305682, records of Elmore County, Idaho.

TOGETHER WITH all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

IN WITNESS WHEREOF, Grantor has hereunto subscribed its name to this instrument effective the 23rd day of March, 2018.

3. SIGNATURE.


SHELLEY I. YOUNG, Grantor

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On March 23rd, 2018, before me, the undersigned, a notary public in and for said county and state, personally appeared Shelley I. Young, known to me to be the person whose name is subscribed to the within instrument as ~~trustee~~ and acknowledged to me that she executed same.

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



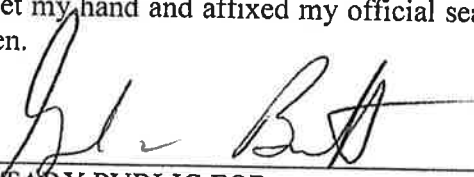

NOTARY PUBLIC FOR _____
Residing at GLEN V. BENNETT
Commission Expires RESIDING AT: STAR, IDAHO
COMMISSION EXPIRES: 3-17-21

Exhibit 'A'

A portion of Lot 2 in Block 23 of Fruitland Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of said Lot 2 in Block 23 of Fruitland Subdivision, and running thence North 0°11'00" East along the West sideline of said Lot 2 a distance of 250 feet; thence running North 89°59'06" East 300.00 feet to a point; thence running South 0°11'00" West 125.00 feet to a point on the South line of said Lot 2; thence South 67°23'40" West along the Southerly line of said Lot 2 a distance of 325.40 feet to the Point of Beginning.

Together with vacated right-of-way adjoining subject property, which attached to said land by operation of law as disclosed in Resolution No. 007, recorded January 27, 1998, as Instrument No. 305682, records of Elmore County, Idaho.

BEVIS, THIRY & SCHINDELE, P.A.

ATTORNEYS AT LAW

JAMES A. BEVIS
KRISTA D. THIRY
JENNIFER M. SCHINDELE
PHILIP M. BEVIS

412 E. PARKCENTER, SUITE 211
P.O. BOX 827
BOISE, IDAHO 83701-0827
TELEPHONE (208) 345-1040
FAX (208) 345-0365

March 21, 2018

Dennis Young

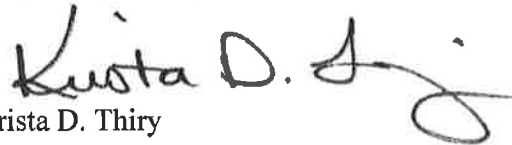
Via hand delivery & e-mail: dennisy911@yahoo.com

Re: *Shelley I. Young v. Dennis A. Young*
Case No. CV01-17-22766
BT&S File No. 7496.04

Dear Dennis:

Please find enclosed the Judgment and Decree of Divorce entered by Judge Jurries. Should you have any questions, feel free to contact my office.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Krista D. Thiry". The signature is fluid and cursive, with a large, stylized "K" and a long, sweeping tail.

Krista D. Thiry

KDT/mo
Enclosure

TORE BEAL-GWARTNEY ISB #4833
COSHO HUMPHREY, LLP
1501 S. TYRELL LANE
BOISE, ID 83706
PO BOX 9518
BOISE, ID 83707-9518
Telephone (208) 344-7811
Facsimile (208) 338-3290
Email: tgwartney@CoshoLaw.com

Filed: 03/21/2018 09:22:18
Fourth Judicial District, Ada County
Christopher Rich, Clerk of the Court
By: Deputy Clerk - Town, Elaine

Attorneys for Petitioner

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

SHELLEY I. YOUNG,

Petitioner,

v.

DENNIS A. YOUNG,

Respondent.

Case No. CV01-17-22766

**JUDGMENT AND DECREE OF
DIVORCE**

JUDGMENT is entered as follows:

1. **DIVORCE:** Petitioner (hereinafter referred to as "Shelley") and Respondent (hereinafter referred to as "Dennis") are granted a divorce from each other on the grounds of irreconcilable differences and restored as single persons.
2. **FORMER NAME:** If Shelley so desires she may be restored to her former name of Vaughan.
3. **REAL PROPERTY:** Shelley owns the Hammett house and property which was acquired by her prior to the marriage and shall have exclusive possession and use of the property

until all money owed by Dennis is paid in full. Dennis is purchasing the property from Shelley and shall pay to her the sum of \$385,000 no later than March 20, 2018. Upon receiving the funds from Dennis, Shelley shall execute a Quitclaim Deed disclaiming her interest in the property to Dennis as his sole and separate property. Shelley will remove all household furnishings, housewares and décor with the exception of the following items which Shelley will leave at the property for Dennis: Baker's Rack, Coffee Table and Red Couch, Moose Head, Queen bed frame/mattress, Patio Furniture-Rocker, Glider, Watercolor Painting of Hammett Home, Upright Freezer, Gun Safe, Misc. Shop /tools, Grinder, Air Compressor, Saws, and fishing equipment.

Real property confirmed to Shelley as her sole and separate property: 245 E. Mockingbird, Quartzsite, Arizona, 445 E. Mockingbird, Quartzsite, Arizona, and Playa D'Oro Residential Lot, Mexico.

Real property confirmed to Dennis as his sole and separate property: 315 E 35th St. Boise, Idaho and 313 E 35th St., Boise, Idaho.

The electric bill and homeowners insurance shall be transferred to Dennis's name as soon as possible and be responsible for these costs effective March 1, 2018. Dennis shall take responsibility to accomplish this and Shelley will participate as requested to complete this.

4. **PROPERTY AWARDED TO SHELLEY:** Shelley is awarded the following property:

a. The sum of \$20,000 to equalize distribution of assets this is for vehicles, one-half of the cash buried in the amount of \$5,000 and attorney fees to be paid by Dennis to Shelley within five (5) days of the date of this order;

b. 2007 Tahoe

c. PERSI Pension in her name;

d. PERSI Choice Plan in her name;

e. Enclosed utility trailer;

f. John Deer Riding Lawn Mower and Trailer, Weed Eater and Tiller;

g. 2006 Harley Davidson;

h. 2014 CanAm ATV;

i. Home & garden equipment and tools, misc yard maintenance items from shop;

j. Fishing equipment belonging to her grandchildren;

k. Shop tools belonging to first husband and her;

l. Up to \$2,500 to Cosho Humphrey LLP toward attorney fees incurred by Shelley to be paid within five (5) days of the date of this order; and upon receipt of an itemized billing statement.

m. Federal income tax capital losses carried forward in Shelley's name;

n. Mass Mutual in her name;

- o. Nationwide PEHP in her name;
- p. Bank accounts in her name; and
- q. Any other property in her possession not specifically awarded to

Dennis.

5. PROPERTY AWARDED TO DENNIS: Dennis is awarded the following property:

- r. Toyota Tacoma;
- s. Balance of cash buried after paying Shelley;
- t. Day, LLC, subject to all liability;
- u. 2008 Dodge 3500;
- v. 2008 Bombardier ATV;
- w. 2003 Harley Davidson;
- x. 2007 Customweld Jet Boat;
- y. Sca Nymph Aluminum boat;
- z. Antique Allis Chalmers Tractor;
- aa. Hesston Hay Swather;
- bb. Hesston Hay Bailer 4650;
- cc. Hay Trailer;
- dd. Kubota M5700 Tractor;
- ee. 1957 Truck Manure Spreader;
- ff. All Farm Implements, parts and accessories;

- gg. All Irrigation pipes
- hh. PERSI Pension in his name;
- ii. PERSI Choice in his name;
- jj. Mass Mutual account in his name;
- kk. Nationwide PEHP in his name;
- ll. Bank accounts in his name only;
- mm. Shop tools belonging to him prior to the marriage;
- nn. Fishing equipment belonging to him prior to the marriage;
- oo. All tangible property located at the Garden City house; and
- pp. Any other property in his possession not specifically awarded to

Shelley.

6. **JOINT BANK ACCOUNT:** The parties shall continue to use the joint bank account for groceries and fuel. Dennis shall continue to pay the cell phone bills until the Decree is entered. When the funds in the joint account are depleted, or on February 28, 2018 the account will be closed. If there is a balance on February 28, 2018 one-half of the remaining funds shall be distributed to Shelley within five (5) days of the date of February 28, 2018 and Dennis shall retain the other half.

7. **2017 TAX RETURN:** The parties shall cooperate and work together to complete the 2017 income tax return. Should there be any liability, Dennis will pay the state and federal liability for the year 2017. Should there be a refund, the refund will be divided equally. A federal tax refund will be directed to be deposited equally into each parties' separate bank

accounts. Dennis will pay the tax preparation fee. Should there be a subsequent tax obligation for taxes filed during the time of the marriage for under reported income obligation, Dennis shall be liable for all additional tax penalty and interest. Should there be any tax obligation for taxes filed during the time of the marriage for unreported income of Shelley, she shall be liable for all additional tax penalty and interest. The state refund shall be equally divided upon receipt.

8. **DEBT TO BE PAID:** Dennis shall pay all debt incurred by him. Shelley shall pay all debt incurred by her. Each party shall indemnify and hold the other harmless from the debts assumed respectively.

9. **REVOCABLE TRUST:** Each party shall pay one-half of the cost to terminate the Young Living Trust and work with one another to terminate the trust as soon as reasonably practical. The dissolution documents shall be executed within five days of presentment. Counsel for Shelley shall prepare the dissolution documents.

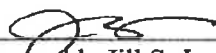
10. **DISPOSITION OF PROPERTY:** Subject to the provisions of this Decree, each of the parties hereto may in any way dispose of his or her property of whatever nature, real or personal; and the parties hereto, each for himself and herself, respectively, and for the respective heirs, legal representatives, executors and administrators and assigns, hereby waives any right of election which he or she may have or hereafter acquire regarding the estate of the other, or any right to take against any last will and testament of the other, whether heretofore or hereafter executed, or as may now or hereafter be provided for in any law of the State of Idaho or any other state or territory of the United States or any foreign country, and hereby renounces and

releases all interest, right or claim that he or she now has or might otherwise have against the other, under or by virtue of the laws of any state or country.

11. **ADDITIONAL DOCUMENTS:** Within seven days of being presented a document, the parties hereto shall make, execute and deliver such deeds or other documents as may be requested by the other party to carry out the full performance of this Decree.

DATED this 21st day of March, 2018.

Signed: 3/21/2018 08:51 AM


The Honorable Jill S. Jurries

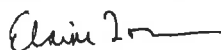
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 21st day of March, 2018, a true and correct copy of the within and foregoing instrument was served upon:

Krista Thiry
Bevis, Thiry & Schindele, PA
email: admin@bevislaw.com
412 East Parkcenter Blvd., Ste. 211
P.O. Box 827
Boise, Idaho 83701-0827
Served by: Electronic Mail

Tore Beal-Gwartney
Email: tgwartney@CoshoLaw.com
Cosho Humplurey, LLP
PO Box 9518
Boise, ID 83707-9518
Served by: Electronic Mail

CHRISTOPHER D. RICH


Clerk of the Court



No. W 76395	Due no later than Jul 31, 2018 Annual Report Form		2. Registered Agent and Address (NO PO BOX)															
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. D.A.Y., LLC DENNIS A YOUNG 1866 S THACKER RD HAMMETT ID 83627		DENNIS A YOUNG 1866 S THACKER RD HAMMETT ID 83627															
			3. <u>New</u> Registered Agent Signature:*															
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager. <table border="1"> <thead> <tr> <th>Office Held</th> <th>Name</th> <th>Street or PO Address</th> <th>City</th> <th>State</th> <th>Country</th> <th>Postal Code</th> </tr> </thead> <tbody> <tr> <td>MEMBER</td> <td>DENNIS A YOUNG</td> <td>1866 S THACKER RD</td> <td>HAMMETT</td> <td>ID</td> <td>USA</td> <td>83627</td> </tr> </tbody> </table>					Office Held	Name	Street or PO Address	City	State	Country	Postal Code	MEMBER	DENNIS A YOUNG	1866 S THACKER RD	HAMMETT	ID	USA	83627
Office Held	Name	Street or PO Address	City	State	Country	Postal Code												
MEMBER	DENNIS A YOUNG	1866 S THACKER RD	HAMMETT	ID	USA	83627												
5. Organized Under the Laws of: ID W 76395	6. Annual Report must be signed.* Signature: Dennis Young Name (type or print): Dennis Young Date: 05/29/2018 Title: Member																	
Processed 05/29/2018		* Electronically provided signatures are accepted as original signatures.																

State of Idaho
Department of Water Resources
Attachment to Water Right License
2-7070B

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections

0 0.035 0.07 0.14 Miles





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

C.L. "Butch" Otter
Governor

Gary Spackman
Director

June 15, 2018

DENNIS A YOUNG
1866 S THACKER RD
HAMMETT ID 83627-6442

Re: Change in Ownership for Water Right No(s): 2-7070B & 2-10341

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) 334-2190.

Sincerely,

Chad Jones
Office Specialist II

Enclosure(s)