

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

MAR 22 2017

WATER RESOURCES
WESTERN REGION

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?
65-23297	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: Montgomery Trust / Jackie Montgomery
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): John Cook / Mirror C Livestock + Land
New owner(s) as listed on the conveyance document

PO Box 243 Horseshoe Bend ID 83629
Mailing address City State ZIP
208-781-0691 manfromsalmonriver@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: Jan 10, 2017

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.

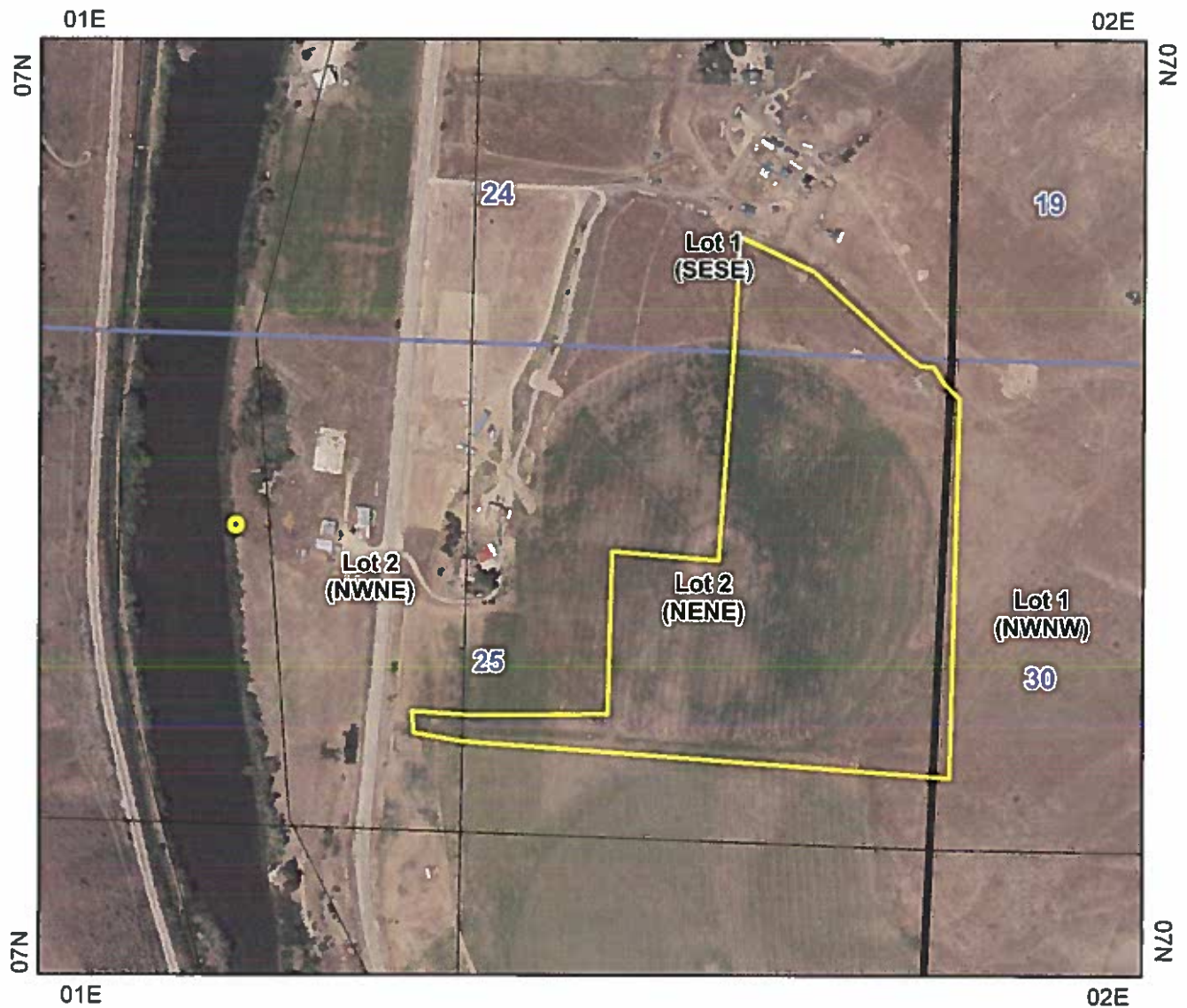
8. Signature: J.D. Cook owner 3/22/17
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 3/22/17 Receipt No. W045096 Receipt Amt. \$25⁰⁰
 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 PK Processed by PK Date 4/10/17

State of Idaho
Department of Water Resources
Water Right License
65-23297



0 0.05 0.1 0.2 Miles

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



IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

3/22/2017

Water Right 65-23297

Owner Type **Name and Address**
Current Owner MONTGOMERY TRUST
R P MONTGOMERY TRUSTEE
106 MOUNTAIN VIEW DR
HORSESHOE BEND, ID 83629
(208)584-3791

Current Owner MONTGOMERY TRUST
S J MONTGOMERY TRUSTEE
11800 N HWY 52
HORSESHOE BEND, ID 83629
(208)584-3791

Priority Date: 4/19/1954

Basis: Decreed

Status: Active

Source
PAYETTE RIVER

Tributary
SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	0.470 CFS	
	<u>Total Diversion</u>		0.470 CFS	

Source and Point(s) of Diversion

PAYETTE RIVER L1(NWNE) Sec. 25, Twp 07N, Rge 01E, GEM County

Place Of Use

IRRIGATION within GEM County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	01E	24																2.2 L1	2.2
07N	01E	25	21.2 L2																21.2

POU Total Acres: 23.4

Conditions of Approval:

1. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
2. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
3. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

IDAHO DEPARTMENT OF WATER RESOURCES
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3/22/2017

4. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 65, Payette River.
5. 01J Prior to diversion of water under this right, the right holder shall install and maintain a measuring device and lockable controlling works of a type acceptable to the Department as part of the diverting works.
6. X35 Rights 65-23295, 65-23297, 65-23625 and 65-23626 when combined shall not exceed a total diversion rate of 0.75 cfs and the irrigation of 37.3 acres in a single irrigation season.
7. R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

Comments:

- | | | |
|--|-----------|-------------------|
| 1. vmusic
Updated Shape | 3/2/2010 | POD |
| 2. vmusic
Updated Shape | 3/2/2010 | POU |
| 3. vmusic
Updated Shape | 8/11/2010 | POU |
| 4. vmusic
Updated Shape | 8/11/2010 | POD |
| 5. jhersley
This is now an approved transfer, transfer number = 76165 | 9/30/2010 | Transferred Right |
| 6. Ownership Change
Split into 65-23626 | 10/9/2015 | Split Right |
| 7. dmerriman
Updated Shape | 10/9/2015 | POU |

Dates and Other Information

Decreed Date: 6/28/2002
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: Or
Water District Number: 65
Generic Max Rate Per Acre: 0.020
Generic Max Volume Per Acre: 4.5
Swan Falls Trust or Nontrust: N
Mitigation Plan: False

Combined Use Limits

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
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IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

3/22/2017

0.750

37.3

65-23295 ,65-23297 ,65-23625 ,65-23626

Verification Log

SubCase:

N/A

Water Supply Bank:

N/A

Instrument # 310211

EMMETT, GEM, IDAHO

2017-02-21 02:13:50 PM No. of Pages: 1

Recorded for: STEWART TITLE - EMERALD OFFICE

SHELLY TILTON

Fee: \$10.00

Ex-Officio Recorder Deputy SStewart

Index To: RELEASE

Electronically Recorded by Simplifile

Termination
of Memorandum of Contract

The undersigned, S. J. Montgomery, as Trustee of the Montgomery Trust, the Beneficiary of that certain Memorandum of Contract dated March 31, 2011 and executed by John D. Cook and Crystal J. Cook, on the following described property:

07N01E Sec. 24 and 25, Riverview Manor Subdivision, Lot 5, Block 1, consisting of approximately 20.932 acres

and recorded July 7, 2011, as Instrument No. 282932, records of Gem County, Idaho, has been paid in full and is of no further effect against the property which is the subject of said Memorandum of Contract.

Dated this 21st ^{February 2017} day of ~~December~~, 2016.

Montgomery Trust

By: S. J. Montgomery
S. J. Montgomery, Trustee

State of Idaho

) ss.

County of Ada

On this 21st ^{February 2017} day of ~~December~~, 2016, before me the undersigned, a Notary Public, in and for said State, personally appeared S. J. Montgomery, known to me, to be the Trustee of the Montgomery Trust, and the Trustee(s) who subscribed the said Trust name to the foregoing instrument, acknowledged to me that he/she/they executed the same in said Trust name, and that said Trust executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Chantale Hunter
Notary Public: Chantale Hunter
Residing at: Meridian Id
My commission expires 10-25-22



COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. **Effective Date:** December 05, 2016 at 8:00 AM

Order No. 01096-15153

- Amended No. added lot 5

2. **Policy or Policies to be issued:**

Amount of Insurance

(a) A.L.T.A. Owner's

Proposed Insured:

John D Cook and Crystal J. Cook

(b) A.L.T.A. Loan

2006 (Extended)

\$100,000.00

Proposed Insured:

Northwest Farm Credit Services, Northwest Farm Credit Services, FLCA, a corporation

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to the said estate or interest in said land is at the effective date hereof vested in:**

John D Cook and Crystal J Cook

5. **The land referred to in this Commitment is described as follows:**

See Attached Legal Description

Purported Address:

L 5 B 1

ID

STATEMENT OF CHARGES

These charges are due and payable

before a policy can be issued

See Attached Statement of Charges

SCHEDULE A
LEGAL DESCRIPTION

Lot 5 in Block 1 of Riverview Manor Subdivision, according to the official plat thereof, filed in Book 3 of Plats at Page 46, records of Gem County, Idaho.

The following describes a Parcel of Land

being a Portion of Lot 6, Block 1 of Riverview Manor Subdivision as filed for Record in Book 3 of Plats at page 46 in the Office of Gem County, Recorder lying in a Portion of Government Lot 1 of Section 25, Township 7 North, Range 1 East, BM, Gem County, Idaho and being more particularly described as follows:

Commencing at Northeast Corner of Section 25, Township 7 North, Range 1 East, BM, Gem County, Idaho being Monumented with a found 5/8" Iron Pin with Aluminum Cap "PLS 4108";
From which, the East ¼ corner of said Section 25 as shown on the Plat of said Riverview Manor Subdivision bears, South 00°48'15" West, 2577.54 feet which is being Monumented with a found 5/8" iron pin with aluminum cap "PLS 4108"; Thence along the Easterly Boundary Line of said Section 25, South 00°48'15" West, 1043.07 feet to the Northeast Corner of Lot 6, Block 1 of said Riverview Manor Subdivision; Thence continuing along the Easterly Boundary Line of said Section 25, also being the Easterly Boundary Line of said Lot 6, Block 1, South 00°48'15" West, 1166.96 feet the POINT OF BEGINNING:

Thence continuing along said Easterly Boundary Lines, South 00°48'15" West, 367.51 feet to the East ¼ Corner of said Section 25 which is being Monumented with a found 5/8" iron pin with Aluminum Cap "PLS 4108";

Thence continuing, South 02°12'06" East, 853.20 feet to a Southeast Corner of said Lot 6, Block 1;

Thence leaving said Easterly Boundary Lines, and along the Northerly Right of Way Line of State Highway 52, and also being the Southerly Boundary Line of Lot 6, Block 1 of Riverview Manor Subdivision, North 48°16'15" West, 236.58 feet to a Right of Way Brass Cap Monument;

Thence continuing Northwesterly 507.03 feet along the arc of a curve to the right having a radius of 2825.00 feet, a Central angle of 10°17'00" and a long chord which bears, North 43°07'45" West, 506.35 feet to a Right of Way Brass Cap Monument;

Thence continuing, North 37°59'15" West, 1080.62 feet to an angle point in said Lot 6;

Thence leaving said Northerly Right of Way Line, and the Southerly Boundary Line of said Lot 6, North 53°41'43" East, 146.15 feet to a point;

Thence Southeasterly 567.12 feet along the arc of a Non-Tangent curve to the left having a radius of 610.00 feet, a Central angle of 53°16'04" and a long chord which bears, South 63°21'58" East, 546.91 feet to a point;

Thence, North 90°00'00" East, 553.56 feet to the POINT OF BEGINNING.

SCHEDULE A
STATEMENT OF CHARGES

Mortgage Premium:	\$828.00
9-06 Endorsement:	\$ 30.00
22-06 Endorsement:	\$ N/C
8.1-06 Endorsement:	\$ 15.00
5-06 Endorsement:	\$ 35.00

Total:	\$908.00
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OR

Stewart Simplified Rate: \$763.00
(endorsements not included)

12% of the Total Title Insurance Fee goes to Stewart Underwriting

Plus recording fee of \$10.00 for the first page per document, \$3.00 for each additional page and \$5.00 per document for e-recording

This Commitment may be subject to a cancellation fee pursuant to Department of Insurance rules.



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

File No.: 01096-15153

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garage collection or disposal or other utilities unless shown as an existing Lien by the Public records.

Paragraphs 1-8 will not appear as printed exceptions on Extended coverage Policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B, Section 2.

9. General Property taxes for the year 2017, a lien, not yet due and payable.
10. General taxes for the Year 2016, which are a Lien;
Original Amount: \$210.60
1st Installment: \$105.30 Paid
2nd Installment: \$105.30
Due and Payable On Or Before June 20, 2017 and not delinquent until after said date
Homeowner's Exemption: No
Code Area: 023-000
Tax Parcel Number: RPC61450010050
11. General Property taxes which may be assessed and extended on any "subsequent" or "occupancy" Tax roll for the current tax year and previous tax years with respect to improvements completed during current and previous years which may escape Assessment of the regular Tax roll; which are a Lien not yet due or payable.
12. Water rights, claims or Title to water.



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

13. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof.
14. Liens and Assessments of the Gem County Treasurer, and the rights, powers and easements of said District as by law provided. No search has been made.
15. Easements, reservations, restrictions and dedications, if any, as shown on the official plat of said subdivision.
16. Protective Covenants, Conditions and Restrictions, and/or easements, and other matters imposed by Instrument recorded August 30, 2007 as Instrument No. 261752, records of Gem County, Idaho.

But omitting any Covenants, Condition or Restriction, if any, based on Race, Color, Religion, Sex, Handicap, Familial status or National Origin unless and only to the extent that the Covenant, Condition or Restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to Handicap, but does not discriminate against handicapped persons.

17. Liens, levies and assessments of the Riverview Manor Homeowners Association. No search has been made.
18. A Memorandum of Contract Agreement, and the terms and conditions contained therein;
By: Montgomery Trust, SJ Montgomery Trustee
and between: John D Cook and Crystal J Cook
Recorded: July 7, 2011 as Instrument No. 282932, records of Gem County, Idaho.
19. **NOTE: Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.**
20. Questions of survey, discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, rights of parties in possession, material or labor Liens, disposition of which will be determined by our inspection of the premises.

Note: A general index search of the county records for liens and judgments has been performed on the names of the parties and none were found other than what is shown in Schedule B herein.

Note: This is an accommodation and not part of this commitment, no liability is assumed by noting the following: We have provided a 24 month chain of conveyance deeds and there has not been any other recorded conveyance deeds in the last 24 months.

ST

End of Exceptions

Note: For a new Deed of Trust, the Trustee should appear as follows: Stewart Title Company

Your Title Officer for this transaction is: Sean Toombs who can be reached at Stewart Title Company, 1944 S. Eagle Rd, Boise, ID 83642 at (208) 373-0009, and whose e-mail address is: sean.toombs@stewart.com.

Your Escrow Officer for this transaction is: Linda McGrath who can be reached at (208) 373-0009, and whose e-mail address is: lmcgrath@stewart.com. If you have any questions, please do not hesitate to call us.



PIN: **RPC61450010050**

TAG: **TAG 023-0000**

Current owner: **COOK JOHN D CONTRACT**
(more)

AIN: **RP00407905**

TIF:

Ownership type: **Joint Tenancy**

Status: **Active**

County: **23-Gem**

Situs address:

Geocode:

Case:

Description: **07N 01E Sec 24,25 Rivervi(...)**

Rev acct: **0000018791**

Pmt pln:

Class: **101 Irrigated Crop Land**

Tax sale:

ACH pln:

Roll type: **Real Property**

Filter by

Tax
year

All

Both

Bill type

Go

Bill Detail

As of **11/23/2016**



Tax Notice

Print

☐	Year	Bill No	Bill Type	Net	Fee	Penalty
☐	2016	107355-A	Original	210.60	0.00	0.00
☐	2015	107642-A	Original	12.20	0.00	0.00
☐	2014	107325-A	Original	12.84	0.00	0.00
☐	2013	109344-A	Original	12.30	0.00	0.00
☐	2012	107123-A	Original	11.38	0.00	0.10

Allocations

AllocateTo	Charges	Paid	Due
2016-107355-A	\$210.60	\$0.00	\$210.60

PIN: **RPC61450010050**

TAG: **TAG 023-0000**

Current owner: **COOK JOHN D CONTRACT(more)**

AIN: **RP00407905**

TIF:

Ownership type: **Joint Tenancy**

Status: **Active**

County: **23-Gem**

Situs address:

Geocode:

Case:

Description: **07N 01E Sec 24,25 Rivervi(...)**

Rev acct: **0000018791**

Pmt pln:

Class: **101 Irrigated Crop Land**

Tax sale:

ACH pln:

Roll type: **Real Property**

Year/Bill	2016-107355-A ▼	*Tax Notice* ▼	Print Bill Detail	Total Due	11/23/2016	
Bill type:	Original	Actual	Owner of record:	Values/Exemptions		
Bill dates:	November 01, 2016		COOK JOHN D CONTRACT			
Amount:			11980 N HIGHWAY 52			
Paid date:			HORSESHOE BEND ID 83629-5116			
Receipt:						
Sequence no:	0					
Paid by:						
Decal no:						
Description:	07N 01E Sec 24,25 Riverview Manor Sub Lot 05 Blk 01					

Charge Summary					Detail
Gross Tax	Credits	Net Tax	Tax Savings	Total Credits/Savings	
210.60	0.00	210.60	0.00	0.00	

MEMORANDUM OF CONTRACT

1. DESCRIPTION OF PROPERTY. The property proposed to be sold is legally described as 07N 01E Sec 24 & 25 Riverview Manor Subdivision Lot 5, Blk. 1 consisting of approximately 20.9320 acres. To be further determined by survey and legal description attached.

The Real Estate is subject to public highways, covenants, restrictions and zoning, if any.

Restrictions: Any restrictions of record including but not limited to local ordinances, access limitations, utility or other easements of record shall apply.

2. PRICE. The purchase price is \$63,000.00. Montgomery Trust, S.J. Montgomery Trustee, will carry the contract for a period of approximately 6.3 years, with purchaser to make yearly payments of \$10,000.00 at 0% interest. The first yearly payment shall be made one year from the signed agreement and each year thereafter on the same date until final payoff.

Water rights shall be transferred to purchaser for this parcel.

Purchaser shall be responsible for all costs associated with the purchase of this property, not limited to the fee for a formal survey.

3. POSSESSION. Possession would be given on March 31, 2011.

4. PAYMENT OF TAXES: Purchaser will provide Seller with proof of property tax payment no later than June 1st of each year as to the first half of said property taxes and no later than December 1st of each year as to the 2nd half of said property taxes.

5. The Deed shall not be released until full payment of funds due and owing has been received and documented.

6. ATTORNEY'S FEES: In the event of litigation to enforce this Agreement or any provision thereof, the prevailing party, in addition to other relief awarded, shall be entitled to recover its reasonable attorneys' fees, including fees on appeal, if any.

BINDING AGREEMENT: The terms herein shall bind and the benefits hereof inure to the parties hereto and their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 31 day of March, 2011.

Instrument # 282932

EMMETT, GEM, IDAHO

7-7-2011 04:00:03 No. of Pages: 2

Recorded for : S J MONTGOMERY

SHELLY GANNON

Ex-Officio Recorder Deputy

Index to: CONTRACT

Fee: 13.00

Diane Wright

SELLERS:

S. J. Montgomery
Montgomery Trust
S. J. Montgomery Trustee

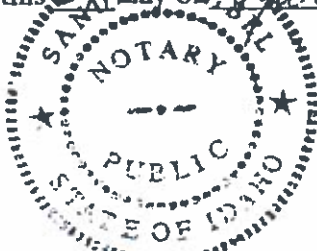
Montgomery Trust

STATE OF IDAHO)
County of Baese) : Ss.

On the date as first set forth above, before me, the undersigned, a Notary Public in and for the said State, personally appeared S. J. Montgomery

known or identified to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he, she, (they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 31 day of March, 2011



Sandra Seibel
Notary Public for Idaho
Residing at Horwath Bend
My Commission Expires: 2/10/16

BUYERS:

J. D. Cook 3/31/11
John D. Cook

Crystal J. Cook
Crystal J. Cook

STATE OF IDAHO)
County of Baese) : Ss.

On the date as first set forth above, before me, the undersigned, a Notary Public in and for the said State, personally appeared John D. Cook and Crystal J. Cook, known or identified to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he, she, (they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 31 day of March, 2011



Sandra Seibel
Notary Public for Idaho
Residing at Horwath Bend
My Commission Expires: 2/10/16