



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

October 22, 2015

Michael L Tingey LLC
2114 Lago Liberty Rd
Grace ID 83241

RE: Notice of Change in Water Right Ownership
Water Rights: 13-714

Dear Sir/Madam:

On June 5, 2013, you filed a Notice of Change in Water Right Ownership (ownership change) with the Idaho Department of Water Resources (IDWR), seeking to update the ownership records for the water rights listed above. After an initial review, we determined that you needed to provide additional evidence of ownership, specifically a full chain of title in order for the department to sort out ambiguities or questions regarding the place of use of the water rights and the split portions you would receive. On June 29, 2015, we sent a letter requesting the additional information. The additional information was to be provided within 30 days.

IDWR has never received a response to the request for additional information. Without the requested documents, we cannot verify ownership of the water right and cannot complete the ownership change. We are therefore returning your original ownership change and have initiated a refund of your filing fee (\$25.00). The refund from the state of Idaho will arrive at the address listed above within a couple of weeks.

Please feel free to re-file your ownership change any time in the future when you have collected the requested documentation of ownership. Because your filing fee is being refunded, you will need to determine and provide the proper filing fee at the time you re-file the ownership change.

If you have any questions, feel free to contact me at (208) 525-7161.

Respectfully submitted,

Jonie Barg
Technical Records Specialist

Enclosure(s)

Barg, Jonie

From: Barg, Jonie
Sent: Thursday, October 22, 2015 3:40 PM
To: Carlos, Rhea
Subject: Refund Request
Attachments: E040176.pdf

Rhea,

Good morning!!

I have a refund request as follows:

Receipt number: E040176
Amount: \$450.00
Payable to: Rabo Agrifinance
12443 Olive Blvd Ste 80
St Louis MO 63141

Reason: Total filing fee received \$450.00 for an additional split fee for 7 water rights. Additional information was required to complete the ownership change. Because the ownership change cannot be complete a full refund is required.

Let me know if you need additional information.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!

Jonie Barg

Jonie Barg
Technical Records Specialist
Idaho Department of Water Resources
900 N Skyline Ste A
Idaho Falls ID 83402
phone: (208) 525-7161
fax: (208) 525-7177
email: jonie.barg@idwr.idaho.gov

STATE 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
13-714	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Michael Mickelsen
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Michael L. Tingey, LLC
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

2114 Lago Liberty Rd.

Mailing address

Grace

ID

83241

City

State

ZIP

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. 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.

7. Signature: Michael L. Tingey Title, if applicable: Owner Date: 5-1-13
Signature of new owner/claimant

Signature: Ashley Tingey Title, if applicable: owner Date: 5-1-13
Signature of new owner/claimant

For IDWR Office Use Only:

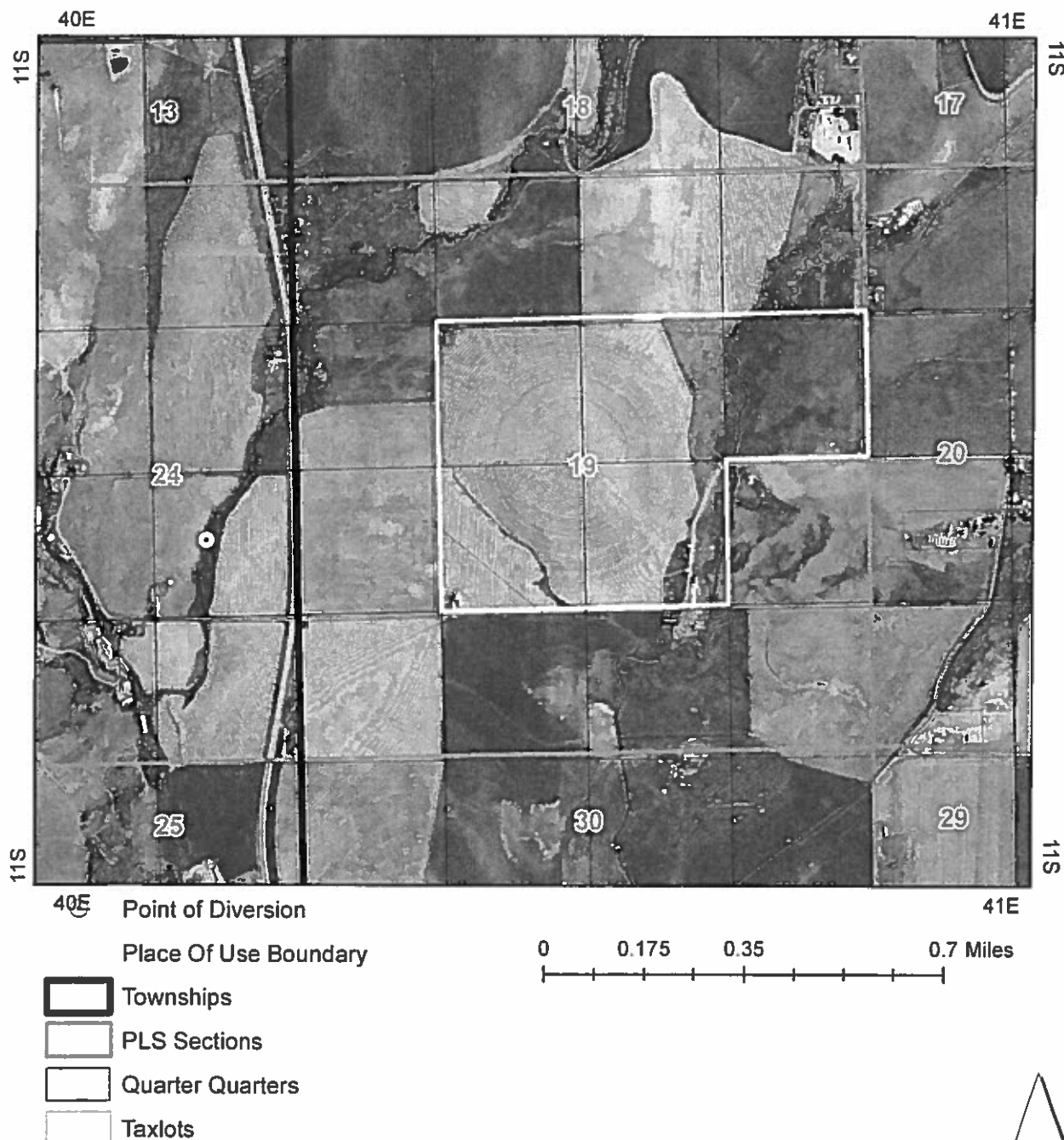
Received by: [Signature] Date: 4/5/2013 Receipt No.: E040176 Receipt Amt.: \$450.-
Approved by: _____ Processed by: _____ Date: _____ \$25.- for this app

State of Idaho
Department of Water Resources

Water Right 13-714

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



150059

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to MICHAEL TINGBY, A SINGLE PERSON,
115 HWY 14, GRACE, ID 83241

Grantee, for the sum of \$38,500.00 (Thirty Eight Thousand Five Hundred and no/100)

all interest in the following described real estate situated in the County of Caribou

State of Idaho

to-wit:

Township 11 South, Range 41 EBN:

Section 19: S1/4, S2/4, N2/4, N3/4.

"The property conveyed by this deed is subject to the stipulations contained in a conservation easement for the protection of wetlands which is attached as Exhibit A".

STATE OF IDAHO } ss.
County of Caribou }

I hereby certify that this instrument was filed at the request

of Caribou Title

at 4:20 o'clock p.m. on this 23 day of

May, 19 95 in my office and duty

Recorded in Microfilm Records

Filed for

Record

Deputy

150059

This deed is executed and delivered pursuant to the provisions of a credit sale of Government Inventory Property formerly belonging to Val Kay Bowles and Sandra N. Bowles, Husband and Wife, 12-015-519669389, Advice No. 1201512225, and the

authority set forth in 7 CFR 1900, Subpart A.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated April 20, 1995.

UNITED STATES OF AMERICA (Grantor)

By *Dennis R. Nelson*
Acting State Director, RECD
formerly Farmers Home Administration
United States Department of Agriculture

In the presence of:

ACKNOWLEDGMENT

State of Idaho
County of Ada

On this 20th day of April, 1995, before me, the undersigned a Notary Public in and for said State, personally appeared Dennis R. Nelson, known to me to be the Acting State Director, Rural Economic and Community Development, USDA, formerly Farmers Home Administration, and person whose name is subscribed to executed the same.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above mentioned.



Chris Reninger
CHRIS RENINGER
Notary Public in and for
State of Idaho
Residing at Meridian, Idaho
My Bond Expires 7-6-2000

Exhibit A: CONSERVATION EASEMENT - BOWLES PROPERTY

CONSERVATION EASEMENT RESERVATIONS IN THE UNITED STATES

By this instrument there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981 and 1985) as amended. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowner") under this deed covenants with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents and assigns.

I. DESCRIPTION OF THE EASEMENT AREA.

The area subject to this Conservation Easement, referred to herein as the "easement area" is described as follows:

The portion of the Val Kay Bowles property located along Trout Creek and a small draw in the Southwest portion of the property. See the attached legal description for exact boundaries. There are three different areas described which are referred to as Easements 1, 2 and 3 for management purposes.

II. COVENANTS BY THE LANDOWNER.

A. No dwellings, barns, outbuildings or other structures shall be built within the easement area.

B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned or under the control of the landowner, including: (1) cutting or mowing; (2) cultivation; (3) grazing; (4) harvesting wood products; (5) burning; (6) placing of refuse, wastes, sewage, or other debris; (7) draining, dredging, channeling, filling, discing, pumping, diking, impounding and related activities; or (8) diverting or affecting the natural flow of surface or underground waters into, within, or out of the easement area.

* In easement 3, the landowner shall have the right to graze domestic livestock, in accordance with a management plan jointly developed and agreed to by the U. S. Fish and Wildlife Service and the Soil Conservation Service (prior to the disposal of the property from inventory), provided ;

(1) grazing is provided for in the management plan and does not exceed 25 percent Harvest Efficiency in any given year and ensures adequate regrowth of vegetation to provide winter cover and early spring nesting cover;

(2) the timing and intensity of grazing shall provide for the protection and restoration of wetlands functions and values as the overriding easement purpose and the purpose of the management plan including the prohibition of grazing where woody vegetation is to be maintained or established; and

(3) any subsequent changes to the timing and intensity of grazing provided for in the management plan shall require the joint approval of the U. S. Fish and Wildlife Service, the Soil Conservation Service, and the landowner.

C. Notwithstanding the provisions of paragraph II-B above, the landowner shall be responsible for compliance with all federal, state and local laws for the control of noxious or other undesirable plants on the easement area. The responsibility for such plant control may be assumed in writing by the easement manager either where the control or manipulation of such plants is deemed by the easement manager to affect easement management programs or policies.

D. Cattle or other stock shall not be permitted on easements 1 and 2, except that the easement manager shall permit access to and use of waters within the area necessary for stock watering under such terms and conditions as the easement manager deems necessary to protect and further the purpose of this easement, provided:

(1) the easement manager bears the costs of building and maintaining fencing or other facilities necessary to preclude stock from entering the easement area;

(2) the easement manager shall consult with the landowner in determining the need for and the scope of fencing; and

(3) access for stock watering need not be permitted where other waters are reasonably available from other sources outside the easement area.

III. RIGHTS RESERVED IN THE UNITED STATES.

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

A. The right of reasonable ingress and egress on and across the property conveyed by this deed as of the date of this instrument, whether or not adjacent or appurtenant to the easement area, for access to the easement area in order to conduct wetlands management, monitoring, and easement enforcement activities.

The easement manager may utilize vehicles and other reasonable means of transportation for access purposes. With the concurrence of the easement manager, the landowner may provide a designated route for such access to and from the easement area so that damage to farm operations can be reasonably avoided.

B. The right to install, operate, and maintain structures for the purpose of reestablishing, protecting, and enhancing wetlands functional values including the taking of construction materials to and from said sites.

C. The right to establish or reestablish vegetation through seedings, plantings, or natural succession.

D. The right to manipulate vegetation, topography and hydrology on the easement areas through diking, pumping, water management, excavating, island construction, burning, cutting, pesticide application, fertilizing, and other appropriate practices. The easement manager shall consult with the landowner prior to any such manipulatory action occurring in order to determine the most appropriate method to avoid possible damage to the property(s) adjoining the easement area.

E. The right to conduct predator management activities.

F. The right to construct and maintain fences in order to prevent or regulate grazing or other types of encroachment on the southern 5 acres of the easement area.

IV. EASEMENT MANAGEMENT AND ADMINISTRATION

A. This easement shall be managed and administered by the Idaho Department of Fish and Game, which may be referred to as the "easement manager".

B. For purposes of management and administration of this easement, all rights of the United States in this easement are assigned to the easement manager. The easement manager may enforce all the terms and conditions of this easement, along with all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under its general governmental authorities.

V. GENERAL PROVISIONS.

A. The agreed upon purposes of this reservation are the preservation and restoration of the wetland areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. A "wetland" is defined and determined by the Soil Conservation Service in accordance with Title XII of the Food Security Act of 1985 (16 U. S. C. 3801 et seq.). Any ambiguities in this easement shall be construed in a manner which best effectuates wetland protection and restoration and fish and wildlife purposes.

B. Any subsequent amendment to or repeal of any federal law or order which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.

C. For purposes of this easement, wetland management rights reserved by the United States include, but are not limited to, inspection for compliance with the terms of this easement; research regarding water, wetlands, fish and wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of wetland functional values.

D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat or other suitable document may be recorded in the land records of the respective county in which the property is located.

E. The easement reservation does not authorize public entry upon or use of land. Unless the easement manager prohibits public entry, the landowner may permit it at the landowner's discretion.

F. The landowner and invitees may hunt and fish on the easement area in accordance with all federal, state, and local game and fishery regulations.

G. This easement shall be binding on the landowner, and the landowner's heirs, successors or assigns. The landowner covenants to warrant and defend unto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.

H. The easement manager shall be the agent of the United States or its successors and assigns. The manager shall have all discretionary powers of the United States under this easement. In the performance of any rights of the United States under this easement, the easement manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.

I. Any subsequent amendment to or change in the timing and intensity of grazing on the easement area after the date of this conveyance shall require the approval of both the easement manager and the landowner.

A. A. HUDSON

and

MAR 9 1994

ASSOCIATES



14166 CLEVELAND RD.
PRESTON, IDAHO 83263
(208) 427-6214

180 EAST 2nd SOUTH
SODA SPRINGS (IDAHO 83276
(208) 547-4141

LEGAL DESCRIPTION

FOR

FARMERS HOME ADMINISTRATION
CONSERVATION EASEMENT NO. 1

A parcel of land located in Section 19, Township 11 South, Range 41 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 19;
Thence North 00° 53' 59" East 55.83 feet along the East line of said section 19; Thence West 933.90 feet to a 5/8" rebar with cap labelled, "A.A. Hudson, PLS 4735", set at a fence corner, the True Point of Beginning;
Thence North 89° 09' 29" West 298.79 feet to a 5/8" rebar with cap set at a fence corner;
Thence South 20° 37' 43" West 14.73 feet to a 5/8" rebar with cap set on the North right of way line of the North Lago Road, on a beginning of a 270.00 foot radius nontangent curve whose center bears South 03° 13' 32" East;
Thence Southwesterly along said curve through a central angle of 34° 49' 41", a distance of 164.12 feet to a 5/8" rebar with cap (Chord = South 69° 21' 38" West 161.61 feet);
Thence North 69° 57' 39" West 65.94 feet to a 5/8" rebar with cap set on a fence line;
Thence North 13° 54' 21" East 657.18 feet to a 5/8" rebar with cap;
Thence North 04° 19' 22" West 680.07 feet to a 5/8" rebar with cap set on a fence line;
Thence North 89° 59' 45" East 165.59 feet to a found 5/8" rebar with cap on said fence line;
Thence South 86° 44' 20" East 48.53 feet along said fence line to a found 5/8" rebar with cap;
Thence North 89° 13' 14" East 256.35 feet along said fence line to a 5/8" rebar with cap;
Thence South 02° 44' 24" West 1274.49 feet along a fence line to the True Point of Beginning;

Containing 12.2 acres of land.

94111.LEG
3/07/94



A. A. HUDSON
and
ASSOCIATES

MAR 9 1994



14166 CLEVELAND RD.
PRESTON, IDAHO 83203
(208) 427-6214

180 EAST 2nd SOUTH
SODA SPRINGS IDAHO 83212
(208) 547-4141



LEGAL DESCRIPTION

FOR

FARMERS HOME ADMINISTRATION
CONSERVATION EASEMENT NO. 2

A parcel of land located in Section 19, Township 11 South, Range 41 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 19;
Thence South 01° 00' 02" West 37.73 feet along the East line of said section 19; Thence West 1319.73 feet to a 5/8" rebar with cap labelled, "A.A. Hudson, PLS 4735", set on the intersecting lines of the South right of way of the North Lago Road and the East one sixteenth section line of said section 19, the True Point of Beginning;
Thence South 00° 52' 42" West 1276.19 feet to a 5/8" rebar with cap set on a fence line;
Thence South 89° 58' 03" West 117.85 feet to a found 5/8" rebar with cap;
Thence North 89° 17' 42" West 150.71 feet to a found 5/8" rebar with cap set 1.60 feet North of a shed eave line;
Thence North 00° 42' 18" East 43.71 feet to a Railroad rail post;
Thence North 13° 04' 58" East 187.77 feet to a 5/8" rebar with cap;
Thence North 12° 11' 30" West 282.60 feet to a 5/8" rebar with cap set on the East right of way line of the North Lago Road;
Thence along said right of way line North 08° 19' 31" East 74.49 feet;
Thence North 02° 58' 30" East 137.70 feet to the Point of Curvature (P.C.) of a 275.39 foot radius curve concave to the Southeast;
Thence Northeasterly along said curve through a central angle of 29° 21' 31", a distance of 141.11 feet to the Point of Tangency (P.T.) (Chord = North 17° 39' 16" East 139.57 feet);
Thence North 32° 20' 03" East 27.55 feet to the P.C. of a 698.09 foot radius curve concave to the Northwest;
Thence Northeasterly along said curve through a central angle of 09° 58' 28", a distance of 121.53 feet to the P.T. (Chord = North 27° 20' 48" East 121.38 feet.);
Thence North 22° 21' 34" East 206.05 feet to the P.C. of a 210.00 foot radius curve concave to the Southeast;
Thence Northeasterly along said curve through a central angle of 39° 38' 10", a distance of 145.27 feet (Chord = North 42° 10' 39" East 142.40 feet.) to the True Point of Beginning;

Containing 6.5 acres of land.
94111.LEG

VAL. KAY SONLES INVENTORY PROPERTY - CARIBOU COUNTY, IDAHO

152059

A. A. HUDSON

MAR 9 1994

and

ASSOCIATES



14166 CLEVELAND RD.
PRESTON, IDAHO 83263
(208) 427-6214

150 EAST 2nd SOUTH
SODA SPRINGS IDAHO 83276
(208) 547-4141

LEGAL DESCRIPTION

FOR

FARMERS HOME ADMINISTRATION
CONSERVATION EASEMENT NO. 3

A parcel of land located in Section 19, Township 11 South,
Range 41 East, Boise Meridian, Franklin County, Idaho and further
described as follows:

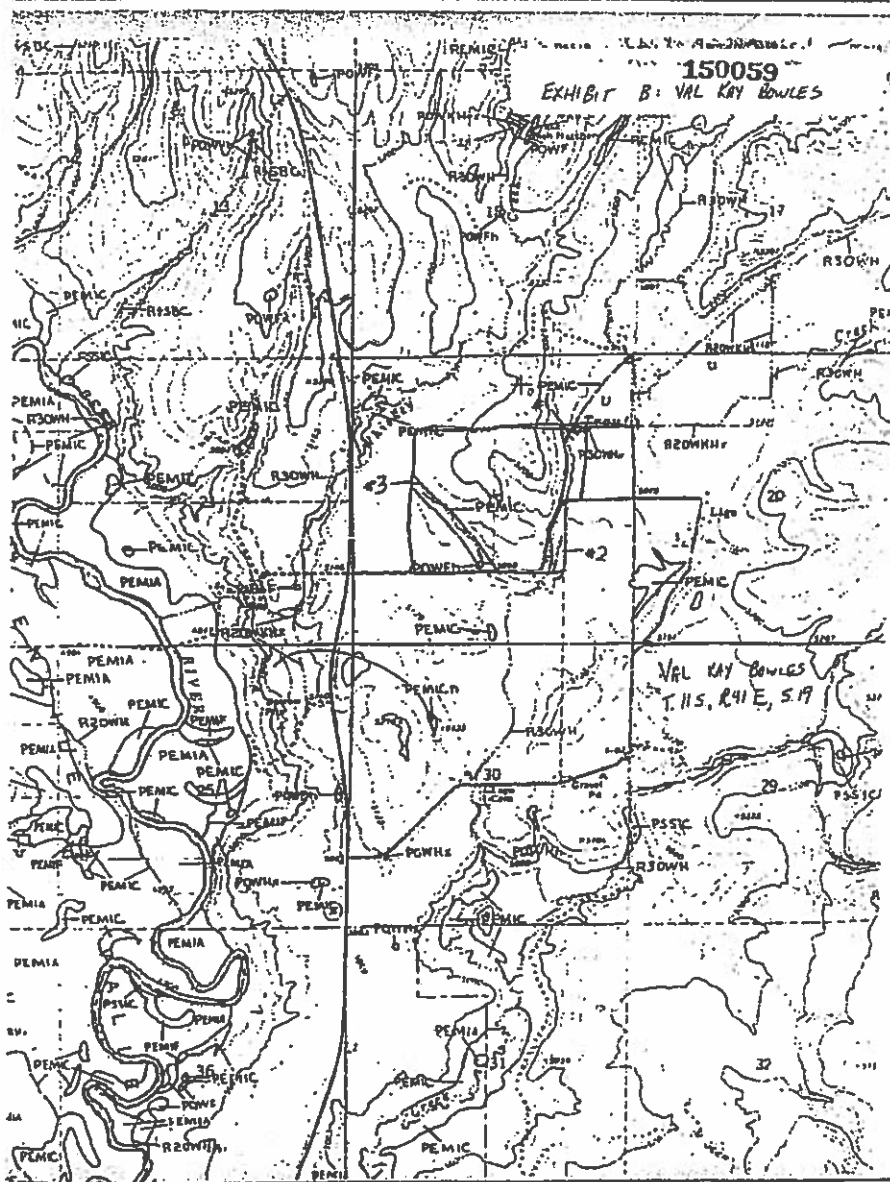
Beginning at the West quarter corner of said Section 19;
Thence North 00° 33' 04" East 124.60 feet along the West line of
said section 19; Thence East 1348.36 feet to a 5/8" rebar with
cap labelled, "A.A. Hudson, PLS 4735", the True Point of
Beginning;
Thence South 42° 33' 32" West 1969.10 feet to a 5/8" rebar with
cap set on North right of way line of the North Lago Road;
Thence North 89° 16' 06" West 336.67 feet along said right of way
line to a 5/8" rebar with cap;
Thence North 41° 16' 28" West 1503.00 feet to a 5/8" rebar with
cap;
Thence North 00° 39' 59" West 316.53 feet to the true point of
beginning;

Containing 9.1 acres of land.



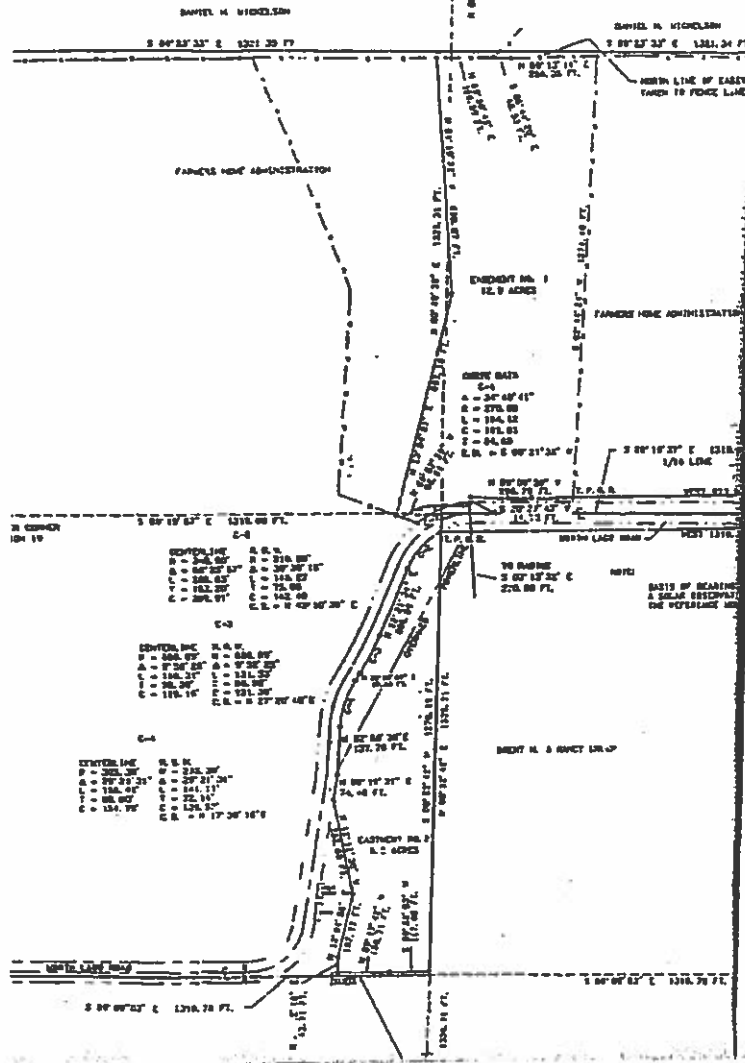
94111.LEG
03/07/94

EXHIBIT B: VAL KAY BOWLES



VAL LAY BONCE

150059



QUITCLAIM DEED

ORDER NO.: 3080240083

FOR VALUE RECEIVED,

Michael Tingey, a married person

Do(es) hereby convey, release, remise and forever quit claim unto:

Michael L. Tingey, LLC

whose current address is:

115 Highway 34
Grace, ID 83241

the following described premises:

Parcel 1:

Township 11 South, Range 41 East of the Boise Meridian, Caribou County, Idaho.

Section 19:

Lot 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$.

Except therefrom all that portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ thereof lying East and South of Trout Creek.

Parcel 2:

Township 11 South, Range 41 East of the Boise Meridian, Caribou County, Idaho.

Section 30:

Lot 3, NE $\frac{1}{4}$ SW $\frac{1}{4}$.

Except therefrom, the following Tracts:

- 1) The North 33 feet of Lot 3 and the NE $\frac{1}{4}$ SW $\frac{1}{4}$.
- 2) The East 380 feet of the NE $\frac{1}{4}$ SW $\frac{1}{4}$.

TO HAVE AND TO HOLD the said premises, unto the said granters, heirs and assigns forever.

May 14, 2002

Michael L. Tingey

State of Idaho

County of Caribou

On this 14th day of May, in the year 2002, before me, a Notary Public in and for said state, personally appeared Michael Tingey 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.

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

Julian R. Bidez
Notary Public for the State of Idaho
Residing at: Grace, ID
Commission Expires: June 17, 2002

STATE OF IDAHO } ss 165967
County of Caribou

I hereby certify that this instrument was filed at the request

of Michael L. Tingey
at 11:25 o'clock A in this 14 day of
May, 2002 in my office and duly

recorded official Records

Recorder Edie Izatt

Denise Housley
Signature Deputy

