

RECEIVED

SEP 04 2015

DEPARTMENT OF
WATER RESOURCESSTATE 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?
2-2091	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: Verlin Gingerich, Ella Gingerich, Leland Shetler
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Verlin Gingerich, Ella Gingerich
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 19285 Hwy 51 Mountain Home ID 83647
Mailing address City State ZIP
- (208) 845-2872 _____
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: 1986, 2008
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 # 2-2091

8. Signature: Verlin Gingerich Verlin Gingerich 4-30-15
Signature of new owner/claimant Title, if applicable Date
- Signature: Ella Gingerich Ella Gingerich 4-30-15
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by J. Strange Date 9-4-15 Receipt No. C100967 Receipt Amt. \$100.00

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

Name on W-9 _____ Approved by _____ Processed by gmh Date 9-15-15

Split Analysis

Water Right Number: 2-2091

Diversion Rate: 7.18 cfs

Date: 4/16/2015

Acreage Analysis:

[illegible]

Water Right Number: 2-2091
Diversion Rate: 7.18 cfs
Date: 4/16/2015

Split Tree:

[illegible]

Summary:

[illegible]

Instrument # 397346
Elmore County, Idaho
04:02pm Apr. 16, 2008
For: ASHCRAFT AND MILLER PLLC
No. of Pages: 3 Fee: \$9.00
MARSA GRIMMETT, Recorder
Deputy: DLE

DISTRIBUTION DEED

INDENTURE, made and entered into this 16 day of April, 2008, by and between VERLIN GINGERICH, the Trustee of The Jerry and Letha Gingerich Trust, hereinafter referred to as Grantor, and VERLIN GINGERICH and ELLA GINGERICH, husband and wife, whose mailing address is 19285 Highway 51, Mountain Home, Idaho, 83647, hereinafter collectively referred to as Grantees;

WITNESSETH: WHEREAS, VERLIN GINGERICH, is the duly appointed and acting Trustee of The Jerry and Letha Gingerich Trust; and,

WHEREAS, VERLIN GINGERICH and ELLA GINGERICH, husband and wife, are entitled to receive distribution of certain real property hereinafter described in this deed pursuant to provisions of the Idaho Uniform Probate Code and The Jerry and Letha Gingerich Trust;

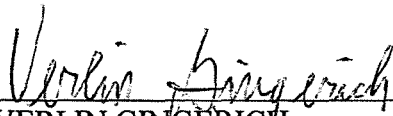
NOW, THEREFORE, the said Grantor, for the purpose of distributing certain real property from The Jerry and Letha Gingerich Trust, does by these presents distribute, grant, bargain, sell, convey and confirm unto the said Grantees, and to their heirs and assigns forever, any and all of the interest in that certain house and real property, lying and being in the County of Elmore, State of Idaho, described as follows, to-wit:

See Exhibit A attached hereto and by this reference made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances, all other water rights, ditches and ditch rights appurtenant to the above described real property or used in connection therewith, and together with all dams, ditches, canals, waterways and all other means or methods for the diversion, impounding, distribution or use of any of the water appurtenant to said

real property or any part thereof, but all of the above described real property is hereby conveyed subject to the existing roadways and recorded easements, the rents, issues and profits thereof, TO HAVE AND TO HOLD unto the said Grantee, and to their heirs and assigns forever.

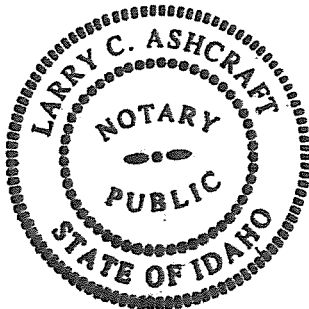
IN WITNESS WHEREOF, the said Grantor has hereunto set her hand the day and year in this deed first above written.


VERLIN GINGERICH
Trustee

STATE OF IDAHO)
 : ss.
County of Elmore)

On this 16 day of April, 2008, before me, a Notary Public in and for said State, personally appeared VERLIN GINGERICH, proven to me upon satisfactory evidence to be the person who signed his name to the within and foregoing 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 herein first above written.




Notary Public for Idaho
Residing at: Battle, ID
My Commission Expires: 3-1-2010

EXHIBIT A

REAL PROPERTY, situate in the County of Elmore, State of Idaho, and particularly described as follow:

The east half of the southwest quarter of the southeast quarter and the east half of the west half of the southwest quarter of the southeast quarter of Section Twenty-nine; the east half of the northeast quarter of Section Thirty-two; the east half of the northwest quarter of the northeast quarter and the east half of the west half of the northwest quarter of the northeast quarter of Section Thirty two, and all of that part of the east half of the southwest quarter of the northeast quarter and all of that part of the east half of the west half of the southwest quarter of the northeast quarter included in that certain Bargain and Sale Deed dated June 18, 1952, executed by Idaho Power Company to E. L. Stevens, a widower, and Byron Stevens, a bachelor, all of the above described real property being located in Township Five South, Range Six East, Boise Meridian.

AND

Part of the north half of the southeast quarter lying north of the river in Section 32, Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho.

QUITCLAIM DEED

For Value Received Jerry Gingerich and Letha M. Gingerich

do hereby convey, release, remise and forever quit claim

unto Verlin L. Gingerich and Ella Gingerich, husband and wife,
Star Route B, Box 28, Mountain Home, Idaho 83647
the following described premises, to-wit:

All that real property located in Elmore County
and Owyhee County, State of Idaho, a particular
description of which is attached hereto as Exhibit
A and made a part hereof as fully as if set forth
at length herein.

together with their appurtenances.

Dated: May 1, 1986.

Jerry L. Gingerich
Letha M. Gingerich

234359

STATE OF IDAHO, COUNTY OF Elmore
On this 1st day of May, 19 86,
before me, a notary public in and for said State, personally
appeared Jerry Gingerich and
Letha M. Gingerich

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Notary M. Krause
Notary Public
Residing at Mountain Home, Idaho
Comm. Expires September, 1991

STATE OF IDAHO, COUNTY OF **ELMORE**

I hereby certify that this instrument was filed for record at
the request of George Hicks
at 24 minutes past 11 o'clock A. m.,
this 2nd day of May
19 86, in my office, and duly recorded in Book
of Deeds at page

RAMONA YRAZABAL

Ex-Officio Recorder

By Luella Peterson
Deputy.

Fees \$ 8.00

Mail to:

EXHIBIT A

Real property situate in Elmore County, Idaho, and particularly described as follows:

The Southeast Quarter of the Southwest Quarter and the West Half of the West Half of the Southwest Quarter of the Southeast Quarter of Section 29, Township 5 South, Range 6 East, Boise Meridian, and that portion of Section 32, Township 5 South, Range 6 East, Boise Meridian, described as follows:

Commencing at the center of the North boundary line of said Section 32 and running thence East along the section line a distance of 330 feet; running thence South a distance of 1,570 feet; running thence Northwest to a point on the East boundary line of the Northeast Quarter of the Northwest Quarter of said Section 32, which point is 270 feet South of the North boundary line of said Section 32; running thence North along the West boundary line of said Northeast Quarter of the Northwest Quarter of said Section 32 a distance of 270 feet to the North boundary line of said Section 32; running thence East along the North boundary line of said Section 32 a distance of 1,320 feet to the point of beginning,

An undivided one-fifth interest in and to Lots Four, Five, and Eight and Nine of Section Thirty-four and Lots One and Two in Section Thirty-five, Township Five South, Range Seven East, Boise Meridian;

An undivided one-fifth interest in and to Lot One and the northwest quarter of the southeast quarter of Section Sixteen, Township Five South, Range Five East, Boise Meridian;

An undivided one-fifth interest in and to all of the right, title, claim and interest of the sellers in and to that certain easement and the real property therein described, said easement being dated June 18, 1952, and having been executed by Idaho Power Company, a corporation, to E. L. Stevens, a widower, and Byron Stevens, a bachelor, now recorded in the office of the County Recorder of Elmore County, Idaho, in Book 41 of Miscellaneous Records at page 160, a more particular description of the real property therein described being contained in the warranty deed deposited in escrow under the terms of this agreement, to which reference is hereby made, but SAVING and EXCEPTING and RESERVING unto the sellers all of their rights, powers and privileges under said easement insofar as the same pertains to Lots Three and Four of Section Thirty-three and Lot One and the northeast quarter of the south-

east quarter of Section Thirty-two, Township Five South, Range Six East, Boise Meridian.

REAL PROPERTY, situate in Owyhee County, State of Idaho, and particularly described as follows:

An undivided one-fifth interest in and to Lot Five of Section Nineteen and Lots Five, Seven, Eight and Nine of Section Thirty, all in Township Five South, Range Six East, Boise Meridian.

WATER RIGHTS

An undivided one-fifth interest in and to the following described water rights:

All rights of the sellers to pump water from the C. J. Strike Reservoir in accordance with and subject to the terms and conditions specified in that certain permission and agreement, dated July 15, 1952, executed by Idaho Power Company, a corporation, to E. L. Stevens, a widower, and Byron Stevens, a bachelor, recorded in the office of the County Recorder of Elmore County, Idaho, in Book 28 of Agreements at page 540;

All of the right, title, claim and interest of the sellers in and to Application No. 29829, Permit No. 22103, to appropriate the public waters of the State of Idaho for use upon the lands therein described;

All of the right, title, claim and interest of the sellers in and to Application No. 28910, Permit No. 21229, to appropriate the public waters of the State of Idaho for use upon the land therein described;

All of the right, title, claim and interest of the sellers under Certificate of Completion of Work issued by the State of Idaho Department of Reclamation to Ed L. Stevens and Byron Stevens, upon August 31, 1950, and all water rights in connection therewith;

Together with all other water rights, ditches and ditch rights appurtenant to the above described real property; or used in connection therewith, and together with all dams, ditches, canals, waterways and all other means or methods for the diversion, impounding, distribution or use of any of the water appurtenant to said real property or any part thereof, and together with all and singular the tenements, hereditaments and appurtenances to said described real property and every part thereof belonging or in anywise appertaining, but it is specifically understood and agreed that the above described real property is to be conveyed subject to existing roadways and recorded easements.

Frank Hicks
Time 1:15 P.M.
Date June 14, 1985
Book _____ of _____
Page _____
Recorder
By RAMONA VRAZABAL
Ruth Peterman
Deputy
Fee \$6.00

WARRANTY DEED

THIS INDENTURE, Made this 20th day of May, in the year of our Lord one thousand nine hundred and sixty-eight, between EDWIN B. SNIDER and FANNY M. SNIDER, husband and wife, of _____, County of Elmore, State of Idaho, the parties of the first part, and JERRY GINGERICH and LETHA M. GINGERICH, husband and wife, and VERLIN L. GINGERICH and ELLA GINGERICH, husband and wife, of _____, County of Elmore, State of Idaho, the parties of the second part,

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, lawful money of the United States of America, and other valuable consideration to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in the Counties of Elmore and Owyhee, State of Idaho, to-wit:

Real property situate in Elmore County, Idaho, and particularly described as follows:

The Southeast Quarter of the Southwest Quarter and the West Half of the West Half of the Southwest Quarter of the Southeast Quarter of Section 29, Township 5 South, Range 6 East, Boise Meridian, and that portion of Section 32, Township 5 South, Range 6 East, Boise Meridian, described as follows:

Commencing at the center of the North boundary line of said Section 32 and running thence East along the section line a distance of 330 feet; running thence South a distance of 1,570 feet; running thence Northwest to a point on the West boundary line of the Northeast Quarter of the Northwest Quarter of said Section 32, which point is 270 feet South of the North boundary

line of said Section 32; running thence North along the West boundary line of said Northeast Quarter of the Northwest Quarter of said Section 32 a distance of 270 feet to the North boundary line of said Section 32; running thence East along the North boundary line of said Section 32 a distance of 1,320 feet to the point of beginning,

An undivided one-fifth interest in and to Lots Four, Five and Eight and Nine of Section Thirty-four and Lots one and Two in Section Thirty-five, Township Five South, Range Seven East, Boise Meridian;

An undivided one-fifth interest in and to Lot One and the northwest quarter of the southeast quarter of Section Sixteen, Township Five South, Range Five East, Boise Meridian;

An undivided one-fifth interest in and to all of the right, title, claim and interest of the sellers in and to that certain easement and the real property therein described, said easement being dated June 18, 1952, and having been executed by Idaho Power Company, a corporation, to E. L. Stevens, a widower, and Byron Stevens, a bachelor, now recorded in the Office of the County Recorder of Elmore County, Idaho, in Book 41 of Miscellaneous Records at page 180, a more particular description of the real property therein deposited in escrow under the terms of this agreement, to which reference is hereby made, but SAVING and EXCEPTING and RESERVING unto the sellers all of their rights, powers and privileges under said easement insofar as the same pertains to Lots Three and Four of Section Thirty-three and Lot One and the northeast quarter of the Southeast quarter of Section Thirty-two, Township Five South, Range Six East, Boise Meridian.

Real Property situate in Owyhee County, State of Idaho, and particularly described as follows:

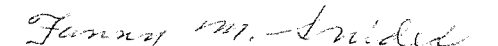
An undivided one-fifth interest in and to Lot Five of Section Nineteen and Lots Five, Seven, Eight and Nine of Section Thirty, all in Township Five South, Range Six East, Boise Meridian.

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; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

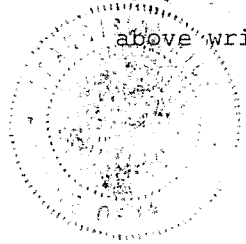

Edwin B. Snider

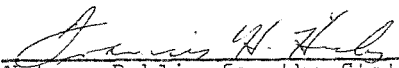

Fanny M. Snider

STATE OF IDAHO)
) ss.
County of Elmore)

On this 20th day of May, in the year 1968, before me, the undersigned, a Notary Public in and for said State, personally appeared EDWIN B. SNIDER and FANNY M. SNIDER, husband and wife, known 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 official seal, the day and year in this certificate first above written.




Notary Public for the State of Idaho
Residing at Mtn. Home, Idaho

