

RECEIVED

MAR 05 2015

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT OF WATER RESOURCES
SOUTHERN 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?
36-16233	Yes ☐	Yes ☐		Yes ☐	Yes ☐
36-16228	Yes ☐	Yes ☐		Yes ☐	Yes ☐
36-16224	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Kendall Harper and Rebecca Harper
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Mollie A. MacDonald, Trustee of the Mollie A. MacDonald Living Trust dated July 31, 2007
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1361 Prospect Ave. Long Beach CA 90804-3129
Mailing address 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. 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: [Signature] 2-27-2015
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 DM Date 3.5.2015 Receipt No. S034595 Receipt Amt. \$75-

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 _____ Date _____

SUPPORT DATA
IN FILE # 36-16224

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
301 Main Street
Gooding, ID 83330

ELECTRONICALLY RECORDED
DO NOT REMOVE
THE COUNTY STAMPED
FIRST PAGE AS IT IS NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT

Instrument # 250837
GOODING COUNTY, GOODING, IDAHO
03-02-2015 16:51:34 No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - JEROME
DENISE GILL Fee: \$13.00
Ex-Officio Recorder Deputy: DAL
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **530887GO (smb)**

Date: **January 28, 2015**

For Value Received, **Harper Properties, LLC, an Idaho limited liability company**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Mollie A. MacDonald, Trustee of the Mollie A. MacDonald Living Trust dated July 31, 2007**, hereinafter called the Grantee, whose current address is **958 Pioneer Road, Hagerman, ID 83332**, the following described premises, situated in **Gooding County, Idaho**, to-wit:

TOWNSHIP 7 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO
Section 11: A parcel of land located in Section 11, and being a portion of Lots 7 and 9 of the VINEYARDS SUBDIVISION, which is a portion of Lots 3 and 4 and part of Parcel C of Robert L. Justice Ranch, Gooding County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the Recorder of said County.

COMMENCING at the Southeast Corner of said Lot 9 which is the TRUE POINT OF BEGINNING.

Thence North 89°30'58" West along the South boundary of said Lot 9 for a distance of 242.87 feet;

Thence North 89°35'30" West along the South boundary of said Lot 9 for a distance of 97.40 feet to the Southwest corner of said Lot 9;

Thence North 32°22'27" East along the Westerly boundary of said Lot 9 for a distance of 58.68 feet;

Thence North 13°44'10" East along the Westerly boundary of said Lot 9 for a distance of 408.62 feet;

Thence North 89°34'31" West along the Westerly boundary of said Lot 9 for a distance of 105.73 feet;

Thence North 00°09'38" East along the Westerly boundary of said Lot 9 for a distance of 62.64 feet to the Northwest Corner of said Lot 9;

Thence South 89°45'18" (recorded South 89°50'08") East for a distance of 113.08 feet to the approximate centerline of the Sands Ditch;

Thence North 01°13'18" East 57.20 feet along the approximate centerline of the Sands Ditch;

Thence North 09°50'51" East 7.84 feet along the approximate centerline of the Sands Ditch;

Thence leaving the centerline of the Sands Ditch South 75°29'22" East for a distance of 387.28 feet to a point on the Easterly boundary of said Lot 9;

Thence South 19°50'23" West along the Easterly boundary of said Lot 9 for a distance of 510.34 feet to the Southeast corner of said Lot 9 and being the TRUE POINT OF BEGINNING.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
301 Main Street
Gooding, ID 83330

Recorded Electronically	
ID	<u>250837</u>
County	<u>Gooding</u>
Date	<u>3-2-15</u> Time <u>16:51:34</u>
Simplifile.com 800.480.5657	

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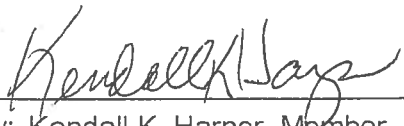
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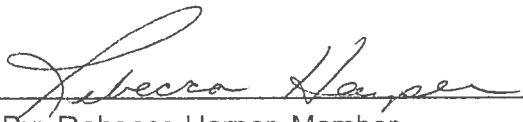
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TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

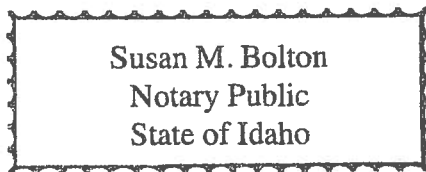
Harper Properties, LLC, an Idaho limited liability company


By: Kendall K. Harper, Member


By: Rebecca Harper, Member

STATE OF Idaho)
ss.
COUNTY OF Gooding)

On this 23rd day of February, 2015, before me, a Notary Public in and for said State, personally appeared **Kendall K. Harper and Rebecca Harper**, known or identified to me to be the persons whose names are subscribed to the within Instrument as the Members of the **Harper Properties, LLC, an Idaho limited liability company**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in said Limited Liability Company's name.




Notary Public of Idaho
Residing at: Gooding, ID
Commission Expires: 10/16/2016