

RECEIVED

AUG 14 2014

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESWATER RESOURCES
WESTERN 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
RD 61-251	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Heather Mack
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Fontes Family Trust
Name of each new owner as listed on the conveyance document
Shane Fontes, Bonnie Fontes - Trustees
New owner continued ☐ and ☐ or ☐ and/or
116080 NE Chipman Lane
Mailing address
Mountain Home ID 83647
City State ZIP
208-796-2232 Bonnie@truckinwater.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: July 14, 2014

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:

Shane Fontes
Signature of new owner/claimant

Trustee
Title, if applicable

8/12/14
Date

- Signature:

Bonnie Fontes
Signature of new owner/claimant

Trustee
Title, if applicable

8/12/14
Date

For IDWR Office Use Only:

Received by J. Strang

Date 8-1-2014

Receipt No. W042392

Receipt Amt. \$25.00

Approved by RS

Processed by BB

Date 9/9/14

RECEIVED

AUG 01 2014

WATER RESOURCES
WESTERN REGION

Instrument # 0000442896

ELMORE COUNTY, ID

03:20:40 PM

Jul 14, 2014

For ALLIANCE TITLE - MTN. HOME O

No. of Pages: 1

Fee: \$10.00

BARBARA STEELE, Recorder

JBC, Deputy

Electronically Recorded by Simplifile

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:236407

FOR VALUE RECEIVED

Heather K. Mack an unmarried person

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Shane Fontes and Bonnie Fontes as Trustees of the Fontes Family Trust dated July 9, 2013

whose current address is

16080 NE Chipman Lane
Mountain Home, ID 83647

the grantee(s), the following described premises, in Elmore County, Idaho, TO WIT:

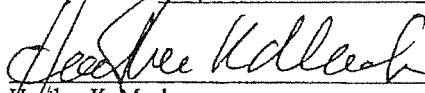
Township 2 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 1: Lot One, South Half Northeast Quarter, Northwest Quarter Southeast Quarter

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

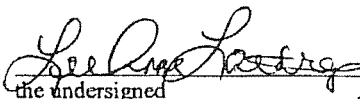
Dated: July 14, 2014

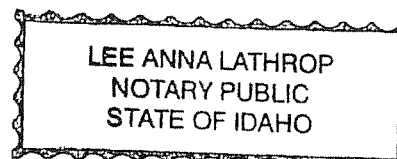

Heather K. Mack

State of Idaho } ss
County of Elmore }

On this 14th day of July, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Heather K. Mack, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she they executed same.

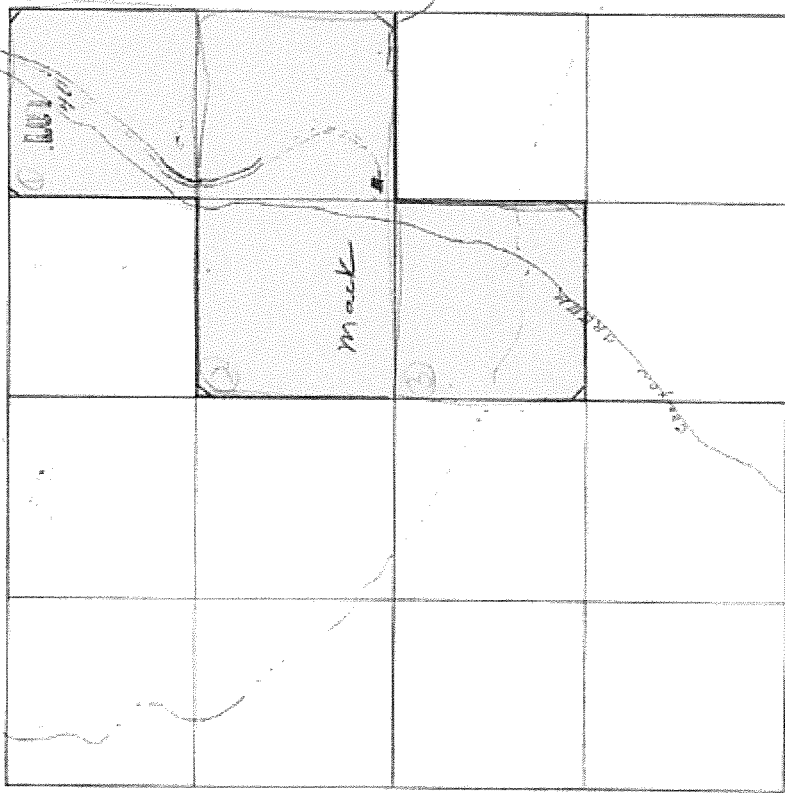
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


the undersigned
Notary Public for the State of Idaho
Residing at: Mtn. Home, Idaho
Commission Expires: 04-20-16



680

Section 1 Township 2 S Range 6 E



1



ALLIANCE
TITLE & ESCROW CORP.

**16080 NE Chipman Lane
Mountain Home, ID 83647**

THIS MAP IS FURNISHED AS AN
ACCOMMODATION STRICTLY FOR THE
PURPOSES OF GENERALLY LOCATING
THE LAND. IT DOES NOT REPRESENT A
SURVEY OF THE LAND OR IMPLY ANY
REPRESENTATIONS AS TO THE SIZE,
AREA OR ANY OTHER FACTS RELATED
TO THE LAND SHOWN THEREOF

CERTIFICATION OF TRUST
FONTES FAMILY TRUST

After being duly sworn, SHANE FONTES and BONNIE FONTES, as Trustors and Trustees, confirm and certify the following to be true:

This Certificate of Trust is hereby given by SHANE FONTES and BONNIE FONTES, husband and wife, County of Crescent Valley, State of Nevada, stating that they as the Trustors have created a revocable inter vivos Trust Agreement dated the 9th day of July, 2013.

The name of the trust is the FONTES FAMILY TRUST dated July 9, 2013. SHANE FONTES and BONNIE FONTES of 5058 Tenabo Avenue, Crescent Valley, NV 89821, are the original and currently acting Trustees.

Upon the resignation, incapacity or death of the original Trustees, then BOB HEGUY of Elko County, Nevada is hereby appointed to become the Trustee to serve without bond. In event that she is unable or unwilling to serve, then we nominate KATIE HOWE MCCONNELL of Elko County, Nevada to serve as Trustee without bond.

Such Trust Agreement provides that the Trustees shall have very broad powers and a copy of those powers are attached hereto and incorporated herein by reference.

The Trustors are the only persons holding the power to revoke or modify the trust agreement.

During the lifetime of the initial Trustees, SHANE FONTES and BONNIE FONTES, either of them may consent to the exercise of the Trustees' powers under the trust agreement.

The identification number of the trust during the lifetime of both Trustors shall be the social security number of SHANE FONTES.

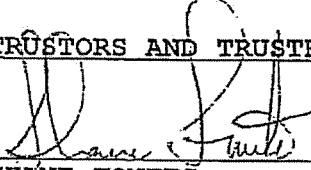
All assets to be transferred to the trust shall be transferred as follows: SHANE FONTES and BONNIE FONTES as Trustees of the FONTES FAMILY TRUST dated July 9, 2013.

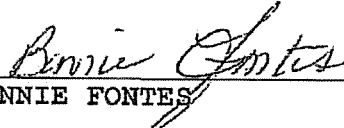
This Certification of Trust is made pursuant to Nevada Revised Statute Sections 164.400 through Section 164.420.

The trust has not been revoked or amended to make any representations contained in this certification of trust incorrect and the following signatures are the signatures of the currently acting Trustees and of the Trustors.

DATED this 9th day of July, 2013.

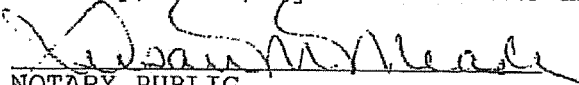
TRUSTORS AND TRUSTEES

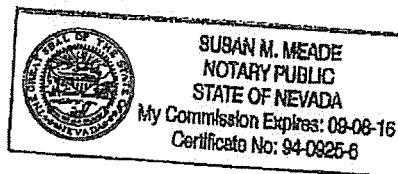

SHANE FONTES


BONNIE FONTES

State of Nevada
County of Elko

This instrument was acknowledged before me on the 9th day of July, 2013, by SHANE FONTES and BONNIE FONTES.


NOTARY PUBLIC



TRUSTEES' ADMINISTRATIVE POWERS
FONTES FAMILY TRUST dated July 9, 2013

Except as otherwise provided in the Trust Agreement, the Trustees, including any successor Trustee or Co-Trustee(s) (all hereinafter referred to as the Trustee), are vested with the following powers with respect to the trust estate property whether real, personal or mixed (hereinafter referred to as the Trust property) and any part of it, in addition to those powers now or hereafter conferred by law:

A. To invest and reinvest the trust estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies, and mutual funds.

B. To continue to hold any property, and to operate at the risk of the trust estate, any business that the Trustee receive or acquires under the Trust Agreement as long as the Trustee considers it to be advisable.

C. To have all the rights, powers and privileges of an owner with respect to the securities held in trust, including, but not limited to, the power to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations; and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may consider advisable; and to exercise or sell stock subscription or conversion rights.

D. To hold securities or other property in the Trustee name as Trustee under this Trust Agreement, or in the name of a nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass by delivery.

E. To manage, control, grant options on, buy, sell, dispose of, convey, transfer, exchange, partition, divide, dedicate, assign, improve, remodel, demolish, abandon, and repair any real, personal or mixed property of the trust upon such terms and conditions as the Trustee in the Trustee's discretion shall determine. The Trustee shall have the right and authority to execute all documents and instruments necessary to consummate such transaction(s).

F. The right to sell covered call options on any securities held in the trust through any recognized options exchange.

G. To lease or rent trust property for terms within or beyond the term of the Trust Agreement for any purpose, including exploration for the removal of gas, oil and other minerals; and to enter into community oil leases, pooling, and unitization agreements.

H. To lend money to any person or entity, including the probate estate of either Trustor, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

I. To purchase property at its fair market value as determined by the Trustee, in the Trustee's discretion, from the probate estate of either Trustor.

J. To loan or advance the Trustee's own funds to the trust estate, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance on any assets of the trust estate; to purchase assets of the trust estate at their fair market value as determined by an independent appraisal of those assets; and to sell property to the trust at a price not in excess of the fair market value of the property as determined by an independent appraisal.

K. To release or to restrict the scope of any power that the Trustee may hold in connection with the trust estate, whether such power is expressly granted in the Trust Agreement or implied by law. The Trustee shall exercise this power in a written instrument executed by the Trustee, specifying the power to be released or restricted and the nature of the release or restriction.

L. To take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of the trust estate and the beneficiaries, and the Trustee shall have the power to allocate the tax benefits among the various beneficiaries, and the Trustee shall have the power to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

M. To borrow money, and to encumber trust property by mortgage, deed of trust, pledge, or otherwise, or to execute any

documents or instruments necessary to consummate such transaction(s).

N. To commence or defend, at the expense of the trust such litigation with respect to the trust estate or any property of the trust estate as the Trustee may consider advisable and to compromise or otherwise adjust any claims or litigation against or in favor of the trust estate.

O. To carry insurance of such kinds and in such amounts as the Trustee consider advisable, at the expense of the trust estate, to protect the trust estate and the Trustee personally against any hazard.

P. To employ attorneys, accountants, managerial, clerical, and other assistants and agents, including management companies and resident managers of any real property operated by the trust. The expense of employment of such personnel shall be a proper expense of the trust and not of the Trustee personally.

Q. To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property of the trust estate, without the payment of interest all or any part of the property, as long as the Trustee shall determine, in the Trustee's discretion, that the property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the trust estate or the probate estate of either Trustor.

R. To partition, allot, and distribute the trust estate, on any division or partial of final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee may consider necessary to make any division or distribution. In making any division of partial or final distribution of the trust estate, the Trustee shall be under no obligation to make a prorata division, or to distribute the same assets to beneficiaries similarly situated, but rather, the Trustee may, in the Trustee's discretion, make a non-prorata division between trusts or share a non-prorata distribution to beneficiaries, so long as the assets allocated to the separate trusts or shares, or distributed to the beneficiaries, have equivalent or proportionate fair market value.

S. Except as otherwise specifically provided in this Trust Agreement, the determination of all matters with respect to what is principal or income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the Uniform

Principal and Income Act from time to time existing. Any such matter not provided for either in this Trust Agreement or in the Uniform Principal and Income Act shall be determined by the Trustee, in the Trustee's discretion.

T. Income accrued or unpaid on trust property when received into the trust estate shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any trust or share created in this Trust Agreement shall be distributed to the beneficiaries of the trust or to their share(s) in proportion to their interests in it.

U. Among beneficiaries of the trust or any share created in this Trust Agreement, all taxes and other current expenses shall be considered to have been paid and charged to the period in which they were paid.

V. There need be no physical segregation or division of the various trusts, shares or funds except as segregation or division may be required by the termination of any of the trusts or shares, but the Trustee shall keep separate accounts for the separate trusts, shares, funds and interests.

W. Except as otherwise specifically provided in this Trust Agreement, or in the Will of a Trustor, Federal and State estate and inheritance taxes imposed on or by reason of the inclusion of any portion of the trust estate in the gross taxable estate of either Trustor under the provisions of any Federal or State tax law shall be paid by the Trustee and charged to, prorated among, or recovered from the trust estate or the persons entitled to the benefits under this Trust Agreement as and to the extent provided by any applicable tax law or any proration statute. None of the powers or discretions granted in this agreement to the Trustee shall be exercised in a manner inconsistent with the allowance of the full federal estate tax marital deduction to which the estate of the first trustor to die would otherwise be entitled, notwithstanding any other provision in this agreement to the contrary.

X. Pursuant to NRS 163.260 the Trustee shall have the powers and authority enumerated in NRS 163.265 to 163.410 inclusive as the same are in effect at the time of the execution of this trust agreement, with the same effect as though the language of said statutory provisions were set forth verbatim in this trust agreement.

Y. If at any time or from time to time any beneficiary entitled to receive income or principal hereunder shall be a minor, an incompetent, or a person whom the Trustee deems to be unable

wisely or properly to handle funds if paid to the beneficiary directly, the Trustee may make any such payments, in the Trustee's discretion, in any one or more of the following ways:

1. Directly to such beneficiary if said beneficiary has attained the age of twenty-five (25);

2. To the parent, natural guardian, or the legally appointed guardian, conservator or other fiduciary of the beneficiary, if the beneficiary has not attained the age of twenty-five (25), or the estate of such beneficiary;

3. To any person or organization furnishing care, support, or maintenance for such beneficiary; or

4. By making expenditures directly for the care, support, or maintenance of such beneficiary. The Trustee shall not be required to see to the application of any funds so paid or applied and the receipt of such payee shall be full acquittance to the Trustee. The decision of the Trustee as to direct payments or application of funds shall be conclusive and binding upon all parties in interest.

Z. To perform other acts necessary and appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts and discharges; and to do all other acts necessary to accomplish the proper management, investment and distribution of the trust.

AA. To pay all expenses incurred in the administration of the trust, including reasonable compensation to the trustee, and employ and pay reasonable compensation to agents and counsel, including investment counsel.

BB. Any person designated by the Trustor(s) or Trustee(s) as their Attorney-In-Fact shall have the right to make decisions in regard to this Trust Agreement, as they may, in their sole discretion, determine. This includes but is not limited to the authority to unwind this trust agreement and to distribute, sell, purchase and/or transfer assets, of any name or nature, owned by the trust. This authority as given to the Attorney-In-Fact is intended to include and shall include all authority to take any action, execute any documents and to make all decisions, in any capacity in relation to the documents set forth above, including but not limited to acts as the Trustor(s) or Trustee(s).