

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

APR 09 2014

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.

	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
LC	65-12868	Yes ☐		Yes ☐		Yes ☐
LIC	65-12927	Yes ☐		Yes ☐		Yes ☐
PD	65-17575	Yes ☐		Yes ☐		Yes ☐
		Yes ☐		Yes ☐		Yes ☐
		Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: DAN YANKE, SUSAN NORBY, JILL STEVENS, individually as tenants-in-common
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): SCOTT R. NICHOLSON & SHERRILL C. NICHOLSON
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- | | | | |
|-----------------|---------------------|-------|------------|
| P.O. BOX 690 | MERIDIAN | ID | 83680-0690 |
| Mailing address | City | State | ZIP |
| 208-890-2792 | lbootstfi@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: 03/10/14
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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.

SUPPORT DATA

IN FILE # 65-12868

8. Signature: Scott R. Nicholson 04/07/14
Signature of new owner/claimant Title, if applicable Date
- Signature: Sherrill C. Nicholson 04/07/14
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by RS Date 4-9-14 Receipt No. W042005 Receipt Amt. 75
Approved by RS Processed by J. Strong Date 4-16-14

Recording Requested by:

When recorded mail to:

Scott Nicholson
700 W. Overland Road
Meridian, Idaho 83642

0020427

WARRANTY DEED

FOR VALUABLE CONSIDERATION in hand paid, the receipt of which is hereby acknowledged, **DANIEL R. YANKE**, a single man, as to an undivided tenant-in-common one-third interest, **JILL M. STEVENS** (nee Yanke), a married woman dealing with her sole and separate property, as to an undivided tenant-in-common one-third interest, and **SUSAN L. NORBY** (nee Yanke), a married woman dealing with her sole and separate property, as to an undivided tenant-in-common one-third interest, jointly as the **GRANTORS**, do by these presents hereby grant, bargain, sell, CONVEY AND WARRANT unto **SCOTT NICHOLSON & SHERRI NICHOLSON**, husband & wife, having a mailing address of 700 W. Overland Road, Meridian, Idaho 83642, the **GRANTEE**, all that certain tract, lot, piece, and parcel of land (hereinafter referred as the "PREMISES") situated in the County of Valley, State of Idaho, which is more particularly described as follows:

See Exhibit "A-1" which is attached hereto and by this reference incorporated herein.

GRANTORS do hereby covenant to and with said GRANTEE, that GRANTORS are the owner in fee simple of said PREMISES; that said PREMISES are free and clear from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by GRANTEE; and that GRANTORS will forever warrant and defend the quite and peaceable possession of said PREMISES by GRANTEE, their heirs successors and assigns against all lawful claims whatsoever.

SUBJECT TO:

1. All reservations, covenants, conditions, restrictions, dedications, easements, rights of way and agreements as appear of record or by use upon the PREMISES.
2. General taxes and assessments for the current year which constitute a lien but which are not yet due and payable.

TOGETHER with a permanent easement reserved to the Vendor, under that certain Land Purchase Contract, dated June 13, 1947, by and between the United States of America and the Idaho First National Bank, administrator with the will annexed, of the Estate of Dorothy Musser, deceased, its

Recording Requested by:

When recorded mail to:

Scott Nicholson
700 W. Overland Road
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WARRANTY DEED

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SUBJECT TO:

1. All reservations, covenants, conditions, restrictions, dedications, easements, rights of way and agreements as appear of record or by use upon the PREMISES.
2. General taxes and assessments for the current year which constitute a lien but which are not yet due and payable.

TOGETHER with a permanent easement reserved to the Vendor, under that certain Land Purchase Contract, dated June 13, 1947, by and between the United States of America and the Idaho First National Bank, administrator with the will annexed, of the Estate of Dorothy Musser, deceased, its

heirs and assigns, to use any non-flooded portion of the hereinafter described lands and premises for farming and grazing purposes whenever the said premises are not flooded by reservoir water, or only partially flooded thereby; but the said easement shall be subject to all times and subordinate to the paramount right of the United States, its successors and assigns, to use the premises for reservoir purposes and to construct and maintain a reservoir thereon and the right to enter and use the said premises for all purposes incidental to or necessary in connection with the construction and maintenance of a reservoir thereon, free from liability from damage or claims of damage to the Vendor, and after date hereof, the right of the United States, its employees, agents, contractors, successors and assigns to enter the said premises and clear the same and to remove fences and non-agricultural growth therefrom, and the exclusive right of the United States, its successors and assigns, to own and possess, use and occupy the said premises for any and all purposes, other than those expressly reserved to the Vendor, its heirs and assigns;

Said easement applies to the following lands and premises, to-wit:

Section 15: W1/2NE1/4; NW1/4; N1/2S1/2 and that part lying South and West of the right of way for the relocated McCall branch of the Union Pacific Railroad as the same is now located and constructed over and across said E1/2NE1/4; EXCEPTING THEREFROM strips of land containing 4.35 acres, more or less lying and being in that portion of the said NW1/4NE1/4 previously acquired by the United States for a right of way for the relocated McCall Branch of the Union Pacific Railroad, as described in Deed recorded in Book 22 of Deeds at page 243, records of Valley County, Idaho;

ALSO EXCEPTING all right, title and interest which the Oregon Shortline Railroad and or the Union Pacific Railroad may have in the old right of way;

AND ALSO EXCEPTING any interest the State of Idaho may have in the old right of way for Highway 15, as the same were previously located.

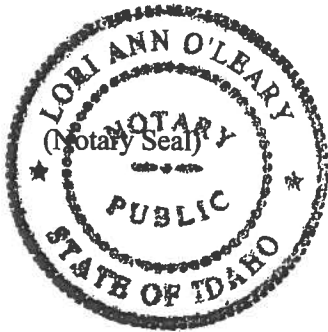
All in Valley County, Idaho.

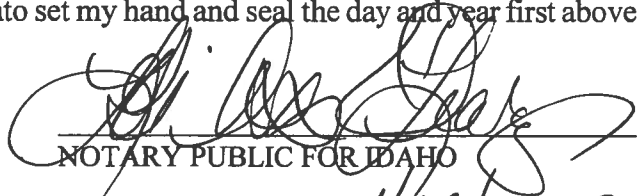
TOGETHER, with all and singular, the tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining and the reversion and the reversions, remainder and remainders, rents, issues, and profits thereof.

State of Idaho)
)ss.
County of Ada)

On this 6th day of March 2014, before me, the undersigned Notary Public in and for said state, personally appeared **JILL M. STEVENS**, who executed the foregoing document as Grantor, known to me or identified to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that she executed the same.

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




NOTARY PUBLIC FOR IDAHO
Commission Expires: 7/12/2019

State of Idaho)
)ss.
County of Ada)

On this 6th day of March 2014, before me, the undersigned Notary Public in and for said state, personally appeared **SUSAN L. NORBY**, who executed the foregoing document as Grantor, known to me or identified to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that she executed the same.

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



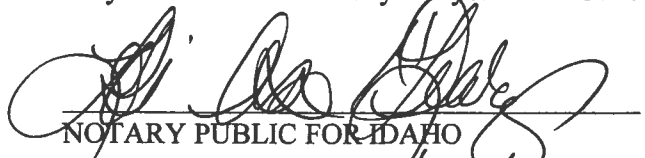

NOTARY PUBLIC FOR IDAHO
Commission Expires: 7/12/2019

EXHIBIT "A-1"

PARCEL 7

The South ½ of the Southwest ¼ of Section 12, Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho.

PARCEL 8

The Northwest ¼, the Southeast ¼ of the Northeast ¼, and the South ½ of Section 13 Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho
Except that portion thereof conveyed to the United States of America by deed recorded May 12, 1950 as Instrument No. 40977.

PARCEL 9

That portion of the North ½ and of the North ½ of the Southeast ¼ of Section 14, Township 15 North, Range 3 East, Boise, Meridian, Valley County, Idaho, lying North and East of the railroad as described in deed recorded January 23, 1951 as Instrument No. 42076;

Except that portion thereof conveyed to the State of Idaho for highway purposes by deed recorded June 1, 1931, as Instrument No. 15777;

And Except that portion thereof conveyed to the United States of America by deed recorded May 12, 1950 as Instrument No. 40977.

PARCEL 10

That portion of the Northeast ¼ of the Northeast ¼ of Section 15, Township 15 North, Range 3 East, Boise, Meridian, Valley County, Idaho, lying North and East of the railroad as described in deed recorded January 23, 1951 as Instrument No. 42076;

Except that portion thereof conveyed to the State of Idaho for highway purposes by deed recorded June 1, 1931, as Instrument No. 15777.

PARCEL 11

The Northwest ¼ of the Northwest ¼ of Section 24, Township 15 North, Range 3 East, Boise, Meridian, Valley County, Idaho;

Except that portion thereof conveyed to the United States of America by deed recorded May 12, 1950 as Instrument No. 40977.

CONTINUED ON NEXT PAGE

PARCEL 12

A portion of Tract No. 19 containing nineteen and 84/100 (19.84) acres, more or less, lying and being in Sections fourteen (14) and fifteen (15), Township fifteen (15) North, Range three (3) East, Boise Meridian, Valley County, Idaho, more particularly described as follows:

A strip of land of variable width lying "X" feet on the left and "Y" feet on the right, measured at right angles to, or radially from the following described centerline:

Beginning at the point of intersection of said centerline with the South boundary line of the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section fourteen (14), which point is located South 89° 31' West a distance of 105 feet and thence North 0° 16' East a distance of 1330.74 feet from the Southeast corner of said Section fourteen (14); thence, with X fifty (50) feet and Y fifty (50) feet, North 0° 16' East a distance of 25.26 feet; thence along the arc of a 7° curve to the left a distance of 186.14 feet; thence with X fifty (50) feet and Y sixty (60) feet, continuing along the arc of the same 7° curve a distance of 795.76 feet; thence North 68° 28' West a distance of 4,955.80 feet to the point of intersection with the West boundary line of said Section fourteen (14), which point bears South a distance of 1,358.9 feet from the Northwest corner of said Section fourteen (14); thence continuing with X fifty (50) feet and Y sixty (60) feet, North 68° 28' West a distance of 2,321.14 feet; thence along the arc of a 7° curve to the right a distance of 702.3 feet to the point of intersection with the North boundary line of said Section fifteen (15), which point bears North 89° 34' East a distance of 2.35 feet from the North quarter corner of said Section fifteen (15), said strip of land being included between two boundary lines parallel to said centerline and distant as aforesaid, and, extended or shortened so as to intersect the South boundary line of the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section fourteen (14) and the West and North boundary lines of the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section fifteen (15).

Excepting therefrom any portion of the above-described strip of land lying within the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section fifteen (15)

Recording Requested by:

When recorded mail to:

Scott Nicholson
700 W. Overland Road
Meridian, Idaho 83642

0020427

WARRANTY DEED

FOR VALUABLE CONSIDERATION in hand paid, the receipt of which is hereby acknowledged, **DSJ, LLC**, an Idaho limited liability company, the **GRANTOR**, does by these presents hereby grant, bargain, sell, CONVEY AND WARRANT unto **SCOTT NICHOLSON & SHERRI NICHOLSON**, husband & wife, having a mailing address of 700 W. Overland Road, Meridian, Idaho 83642, the **GRANTEE**, all that certain tract, lot, piece, and parcel of land (hereinafter referred as the "PREMISES") situated in the County of Valley, State of Idaho, which is more particularly described as follows:

See Exhibit "A" which is attached hereto and by this reference incorporated herein.

GRANTOR does hereby covenant to and with said GRANTEE, that GRANTOR is the owner in fee simple of said PREMISES; that said PREMISES are free and clear from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by GRANTEE; and that GRANTOR will forever warrant and defend the quite and peaceable possession of said PREMISES by GRANTEE, their heirs successors and assigns against all lawful claims whatsoever.

SUBJECT TO:

1. All reservations, covenants, conditions, restrictions, dedications, easements, rights of way and agreements as appear of record or by use upon the PREMISES.
2. General taxes and assessments for the current year which constitute a lien but which are not yet due and payable.

TOGETHER, with all and singular, the tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining and the reversion and the reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the said PREMISES, with its appurtenances unto the said GRANTEE, their heirs and assigns forever.

WARRANTY DEED

Page 1

Recording Requested by:

When recorded mail to:

Scott Nicholson
700 W. Overland Road
Meridian, Idaho 83642

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WARRANTY DEED

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1. All reservations, covenants, conditions, restrictions, dedications, easements, rights of way and agreements as appear of record or by use upon the PREMISES.
2. General taxes and assessments for the current year which constitute a lien but which are not yet due and payable.

TOGETHER, with all and singular, the tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining and the reversion and the reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the said PREMISES, with its appurtenances unto the said GRANTEE, their heirs and assigns forever.

WARRANTY DEED

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed by a duly authorized representative of the GRANTOR on the dates set forth below.

GRANTOR:

DSJ, LLC, an Idaho limited liability company

By: *Daniel R. Yanke*
Daniel R. Yanke, ~~Manager~~ and Co-Manager
Member 

Date: 3-7-14

By: *Jill M. Stevens*
Jill M. Stevens, ~~Manager~~ and Co-Manager
Member 

Date: 3/6/14

By: *Susan L. Norby*
Susan L. Norby, ~~Manager~~ and Co-Manager
Member 

Date: 3/6/14

State of Idaho)
)ss.
County of Ada)

On this 7th day of March 2014, before me, the undersigned Notary Public in and for said state, personally appeared **DANIEL R. YANKE**, as a Member and Co-Manger of DSJ, LLC, an Idaho limited liability company, the limited liability company which executed the foregoing document as Grantor, known to me or identified to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that he executed the same for and on behalf of the limited liability company and in its name.

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

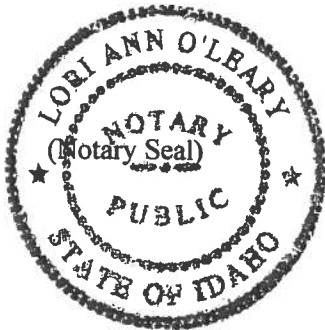


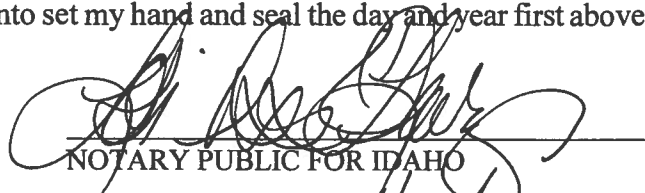
Lori Ann O'Leary
NOTARY PUBLIC FOR IDAHO
Commission Expires: 7/12/2019

State of Idaho)
)ss.
County of Ada)

On this 6th day of March 2014, before me, the undersigned Notary Public in and for said state, personally appeared **JILL M. STEVENS**, as a Member and Co-Manger of DSJ, LLC, an Idaho limited liability company, the limited liability company which executed the foregoing document as Grantor, known to me or identified to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that she executed the same for and on behalf of the limited liability company and in its name.

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

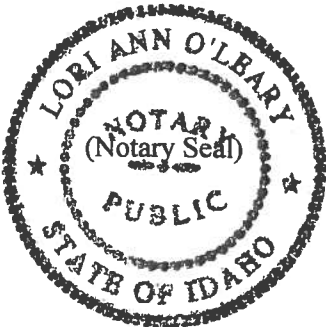



NOTARY PUBLIC FOR IDAHO
Commission Expires: 7/12/2019

State of Idaho)
)ss.
County of Ada)

On this 6th day of March 2014, before me, the undersigned Notary Public in and for said state, personally appeared **SUSAN L. NORBY**, as a Member and Co-Manger of DSJ, LLC, an Idaho limited liability company, the limited liability company which executed the foregoing document as Grantor, known to me or identified to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that she executed the same for and on behalf of the limited liability company and in its name.

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



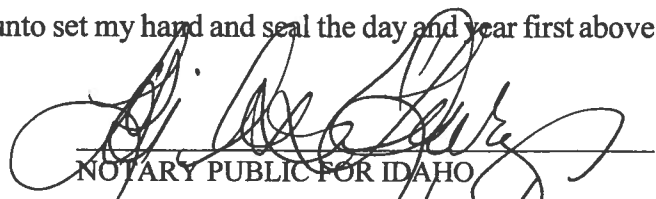

NOTARY PUBLIC FOR IDAHO
Commission Expires: 7/12/2019

EXHIBIT A

PARCEL 1

That portion of land located in the S ½ Section 11, Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho, lying South and West of State Highway 55

EXCEPT that portion thereof conveyed to the State of Idaho for highway purposes by deed recorded on January 14, 1931 as Instrument No. 15402

PARCEL 2

The N ½ NE ¼ and the SW ¼ NE ¼ of Section 13, Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho

PARCEL 3

The E ½ NW ¼ of Section 11, Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho

PARCEL 4

The W ½ NW ¼ of Section 11, Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho

PARCEL 5

The SW ¼ of Section 2, Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho

Save and Except:

A piece of land in the NW corner of the SW ¼ of Section 2, Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho, more particularly described as follows:
Starting 50 feet from the center of the county road, thence East along the North side of said quarter section, a distance 250 feet, thence South 150 feet, thence West 250 feet, thence North along the county road 150 feet to a point of beginning

AND EXCEPT that portion thereof conveyed to the State of Idaho for highway purposes by deed recorded on December 1930 as Instrument No. 15320

CONTINUED ON NEXT PAGE

PARCEL 6A

That part of the North half of the Southeast quarter, Section 2, Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho, lying West of State Highway 15 (now known as Highway 55), more particularly described as follows:

Beginning at a stone, the Southeast corner of Section 2, Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho, thence North $00^{\circ} 17' 20''$ East, 1329.14 feet along the section line to a point, the sixteenth corner, thence South $89^{\circ} 28'$ West, 1585.33 feet along the sixteenth line to a point on the West right of way line of State Highway No. 15 and the REAL POINT OF BEGINNING; thence continuing South $89^{\circ} 28'$ West, 1045.76 feet along the sixteenth line to a point, the sixteenth corner; thence North $00^{\circ} 08' 39''$ East, 1328.35 feet along the North-South quarter line to a point, the center of said Section 2; thence North $89^{\circ} 27' 02''$ East, 1102.68 feet along the quarter line to a point on the West right of way line of State Highway No. 15, thence South $03^{\circ} 39'$ West, 579.64 feet along the West right of way line of said State Highway No. 15 to a point, thence Southerly 751.22 feet along a right of way curve to the left having a delta angle of $03^{\circ} 44' 11''$ a radius of 11520.00 feet, a chord of 751.08 feet that bears South $01^{\circ} 46' 55''$ West to a point, the Real Point of Beginning

PARCEL 6B

Those portions of the Northeast quarter of Section 11 and the South half of the Southeast quarter of Section 2, Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho, which lie West of the existing highway right-of-way as described in that certain Deed from Jack M. Kantola and Edith Kantola, his wife, the Grantors, to the United States of America, the Grantee, recorded on December 30, 1949, in the office of the Recorder of Valley County, Idaho in Book 28 of Deeds at page 13

Gold Fork
Irrigating
Co. SW 1/4 S. 2

Stockwater
Mud, NW 1/4 S. 1
Gold Fork
Irrig. Co.

Domestic Water Right
NE 1/4, NW 1/4, S. 11
65-8870

DSJ Tenants in Common
Place of Use for
Water rights
65-12868

65-12927

65-17575

C.I.D. -
Place of Use for
Center Irrigation District
Water - Note water may
be used within identified
parcel but water may
not be doubled up with
other water rights
in that parcel

RESERVOIR

SUGAR
LOAF

DSJ, TIC = DSJ, Tenants-In-Common
DSJ, LLC = DSJ, LLC

