

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JAN 09 2014
DEPARTMENT OF
WATER RESOURCES

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?
2-10371	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

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

3. New Owner(s)/Claimant(s): Billie M Daniel
New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or
PO Box 147 STAR Id 83669
Mailing address City State ZIP
208-286-7166 BillieSSAMS@AOL.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: June 30, 2006

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:

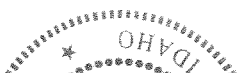
- A copy of the conveyance document - warranty deed quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows 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.

8. Signature: Billie M Daniel owner 1-6-14
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 [Signature] Date 1-9-14 Receipt No. C098157 Receipt Amt. \$25.00
Approved by _____ Processed by [Signature] Date 1-9-14



For Value Received
HUSBAND AND WIFE

MICHAEL R. WHIPPLE AND SAMANTHA WHIPPLE,

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

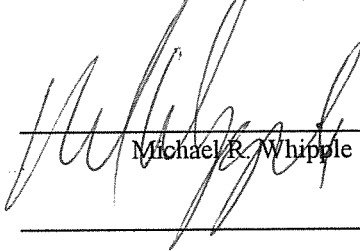
BILLIE M. DANIELS, AN UNMARRIED WOMAN

hereinafter referred to as Grantee, whose current address is P. O. Box 147, Star, Id 83668
the following described premises, to-wit:

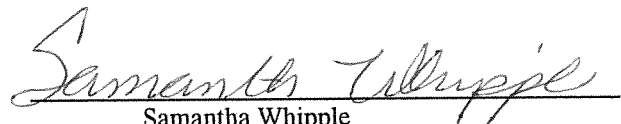
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that 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.

Dated: June 30, 2006



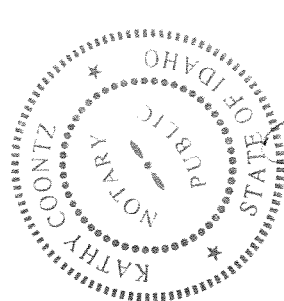
Michael R. Whipple

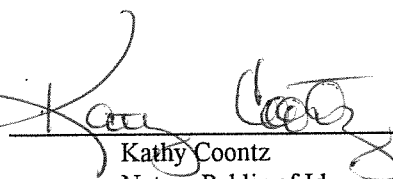


Samantha Whipple

STATE OF ID, County of ADA, ss.

On this 30TH day of JUNE, in the year of 2006, before me THE UNDERSIGNED, notary public personally appeared MICHAEL R. WHIPPLE AND SAMANTHA WHIPPLE known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.





Kathy Coontz
Notary Public of Id
Residing at Boise
Commission expires: August 15, 2009



Pioneer Title Co.

GOING BEYOND

8151 W. Rifleman Ave. / Boise
Idaho 83704 / (208) 377-2700

PC608494

BY Michael R. Whipple
PIONEER-CALDWELL
EQUEST
WIFE Deed Fee 6-

BY Samantha Whipple
CANYON ONT. RECORDER
6 HOLL FIELDS

2006 JUL 3 PM 4 54

RECORDED

200652688

WARRANTY DEED

For Value Received

MICHAEL R. WHIPPLE AND SAMANTHA WHIPPLE,

HUSBAND AND WIFE

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

BILLIE M. DANIELS, AN UNMARRIED WOMAN

hereinafter referred to as Grantee, whose current address is P. O. Box 147, Star, Id 83668

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that 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.

Dated: June 30, 2006

Michael R. Whipple
Michael R. Whipple

Samantha Whipple
Samantha Whipple

STATE OF ID, County of ADA, ss.

On this 30TH day of JUNE, in the year of 2006, before me THE UNDERSIGNED, notary public personally appeared MICHAEL R. WHIPPLE AND SAMANTHA WHIPPLE known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Kathy Coontz
Kathy Coontz
Notary Public of Id
Residing at Boise

Commission expires: August 15, 2009

File No.: 200608494

EXHIBIT A

The East Half of the Southwest Quarter of the Northeast Quarter of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as:

COMMENCING at the Northeast corner of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence

South 00° 10' 17" West 1,302.63 feet along the East line of said Section; thence

South 89° 54' 20" West 1,325.52 feet to the POINT OF BEGINNING; thence

South 00° 10' 20" West 1,326.44 feet; thence

South 89° 54' 35" West 662.77 feet; thence

North 00° 10' 27" East 1,326.39 feet; thence

North 89° 54' 20" East 662.73 feet to the POINT OF BEGINNING.

(Known as Parcel 3)

SUBJECT TO AND TOGETHER WITH:

A 60 foot wide ingress-egress and irrigation easement along the North side of the above described property and which lies 30 feet each side of the following described centerline.

COMMENCING at the Northeast corner of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence

South 00° 10' 17" West 1,332.63 feet along the East line of said section to the POINT OF BEGINNING; thence

South 89° 54' 20" West 2,651.01 feet; thence

South 89° 54' 47" West 2,651.18 feet to the West line of said section.

ALSO:

A 60 foot wide ingress-egress and irrigation easement along the South side of the above described property and which lies 30 feet each side of the following described centerline:

COMMENCING at the Northeast corner of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence

South 00° 10' 17" West 2,599.16 feet along the East line of said Section to the POINT OF BEGINNING; thence

South 89° 54' 20" West 1,325.54 feet; thence

South 00° 10' 22" West 30.00 feet; thence

South 89° 54' 35" West 3,976.84 feet to the West line of said Section.

u 5-06

mm sn

Addendum A

Job No. 04808
D.R.L.
11-01-05

**LEGAL DESCRIPTION
FOR
HERB MONTIERTH**

Parcel 3

The East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as:

Commencing at the Northeast corner of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence S00°10'17"W 1302.63 feet along the East line of said section; thence S89°54'20"W 1325.52 feet to the Point of Beginning; thence S00°10'20"W 1326.44 feet; thence S89°54'35"W 662.77 feet; thence N00°10'27"E 1326.39 feet; thence N89°54'20"E 662.73 feet to the point of beginning.

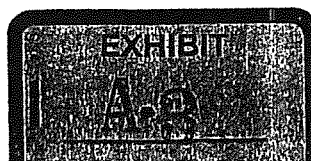
Parcel contains 20.18 acres.

SUBJECT TO AND TOGETHER WITH: The following access and irrigation easement along the North side of the above described property:

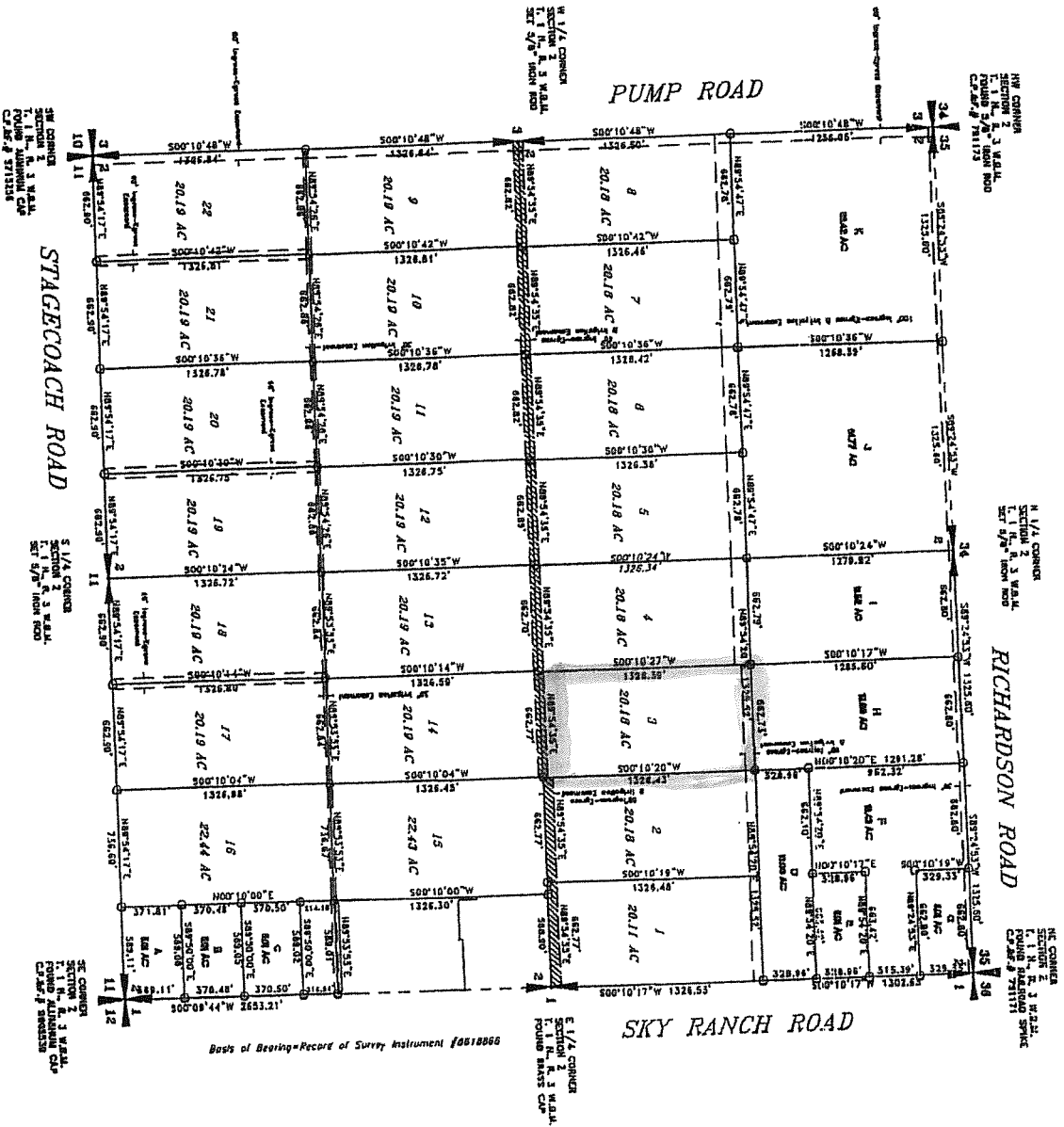
Commencing at the Northeast corner of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence S00°10'17"W 1302.63 feet along the East line of said section to the Point of Beginning; thence S89°54'20"W 2651.01 feet; thence S89°54'47"W 2651.18 feet; thence S00°10'48"W 100.00 feet along the West line of said section; thence N89°54'47"E 2651.62 feet; thence N89°54'20"E 662.75 feet; thence N00°10'27"E 40.00 feet; thence N89°54'20"E 1988.26 feet; thence N00°10'17"E 60.00 feet along the West line of said section to the point of beginning.

ALSO: A 60' wide ingress-egress and irrigation easement along the South side of the above described property and which lies 30' each side of the following described centerline:

Commencing at the Northeast corner of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence S00°10'17"W 2599.16 feet along the East line of said section to the Point of Beginning; thence S89°54'20"W 1325.54 feet; thence S00°10'22"W 30.00 feet; thence S89°54'35"W 3976.84 feet to the West line of said section.



PART OF
THE E 1/2 OF THE SE 1/4 OF
SECTION 2, T. 1 N., R. 3 W.B.M.
CANYON COUNTY, IDAHO



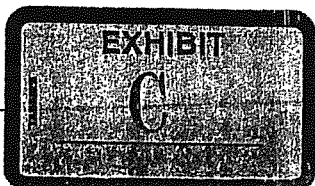
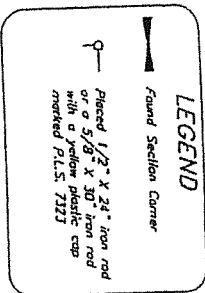
Base of Bearing=Record of Survey Instrument #0818068

SKY RANCH ROAD

RICHARDSON ROAD

PUMP ROAD

STAGECOACH ROAD



SURVEYOR'S CERTIFICATE

I, DARRIN R. LEAVITT, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

DARRIN R. LEAVITT, P.L.S.



IDAHO LICENSE NO. 7323

ARR & W Land Surveying, Inc. 1431 E. MAIN STREET, SUITE 100 BOISE, IDAHO 83725 PHONE (208) 333-1234		RECORD OF SURVEY NO. _____ HERB MONTEITH SEC. 2, T. 1 N., R. 3 W.B.M. CANYON COUNTY, IDAHO INDEX # 124-2-2-00-0000	
DATE	11-2-04	PREPARED BY	DAVID L. GIBSON
REVIEWED BY	DAVID L. GIBSON	CHECKED BY	DAVID L. GIBSON
DATE	11-2-04	DATE	11-2-04

STATE OF IDAHO _____
 COUNTY OF CANYON _____
 INSTRUMENT NO. _____
 REC'D FOR RECORD AT THE REQUEST OF ARYON LAND SURVEYING, INC.
 IN _____ HOURS P.M. _____ O'CLOCK _____ DAY OF _____ 2005

RECORDED _____
 DEPUTY _____

PROPERTY ADDRESS: PARCEL 3 SKY RANCH ROAD NAMPA ID#: 89975003

31. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) JUNE 26, 2006 at (Time) 5:00 ☐ A.M. ☒ P.M. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

32. BUYER'S SIGNATURES:

☒ SEE ATTACHED BUYER'S ADDENDUM(S): 1 (Specify number of BUYER addendum(s) attached.)

BUYER Signature Billie M. Daniels

Date 6-23-06 Time 3:45 ☐ A.M. ☒ P.M.

Address P.O. BOX 147

E-Mail Address billiessams@aol.com

BUYER (Print Name) BILLIE M. DANIELS

Phone # 286-7166 Cell # 371-0871

City STAR State ID Zip 83669

Fax # 286-7166

BUYER Signature _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Address _____

E-Mail Address _____

BUYER (Print Name) _____

Phone # _____ Cell # _____

City _____ State _____ Zip _____

Fax # _____

33. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☒ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # 1

SELLER Signature _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Address _____

E-Mail Address _____

SELLER (Print Name) MICHAEL WHIPPLE

Phone # 468-8941 Cell # 571-9132

City NAMPA State ID Zip _____

Fax # 468-0887

SELLER Signature _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Address _____

E-Mail Address _____

SELLER (Print Name) SAMANTHA WHIPPLE

Phone # 468-8941 Cell # _____

City NAMPA State ID Zip _____

Fax # 468-0887

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RE-11 ADDENDUM # ONE (1,2,3, etc.)

Date: _____

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is an **ADDENDUM** to the Purchase and Sale Agreement and Receipt for Earnest Money.

("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

PURCHASE AND SALE AGREEMENT DATED: 6-23-06 ID # 89975003

ADDRESS: PARCEL 3, SKY RANCH ROAD, NAMPA, ID 83686

BUYER(S): Daniels

SELLER(S): WHIPPLE

The undersigned parties hereby agree as follows:

1. **BUYER TO PAY ALL FEES ASSOCIATED WITH OBTAINING FINANCING, INCLUDING APPRAISAL FEE.**
2. **BUYER UNDERSTANDS THE FOLLOWING: THIS PROPERTY IS BEING SOLD WITHOUT A BUILDING PERMIT & NO GUARANTEE OF BEING ABLE TO OBTAIN ONE; BUYER IS REQUIRED TO BE PART OF A JOINT WATER USERS AGREEMENT & A JOINT ROAD USERS' AGREEMENT WITH OTHER PARCEL OWNERS; THERE ARE THE FOLLOWING DEED RESTRICTIONS: NO MOVED-ON/MANUFACTURED HOMES, 1800 SQ. FT./2 CAR GARAGE MINIMUMS; IT WILL BE BUYER'S RESPONSIBILITY TO INSTALL THEIR OWN WELL & SEPTIC AND RUN POWER & PHONES INTO SUBJECT PROPERTY (IF SO DESIRED); THERE IS A 30 FT. IRRIGATION LINE/ROAD EASEMENT ALONG THE SOUTHERLY BOUNDARY AND A 60 FT. IRRIGATION LINE/ROAD EASEMENT ALONG THE NORTHERLY BOUNDARY.**

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

BUYER: Bellie M. Daniel

Date: 6-23-06

BUYER: _____

Date: _____

SELLER: _____

Date: _____

SELLER: _____

Date: _____

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Pioneer Title Co.

GOING BEYOND

8151 W. Rifleman Ave. / Boise
Idaho 83704 / (208) 377-2700

PC68948

REQUEST
PIONEER-CALDWELL
TYPE *Deed* FEE *6-*

BY *[Signature]*
CANYON CHY RECORDER
3 NOEL HALLS

2006 APR 5 PM 12 46

RECORDED

200624892

WARRANTY DEED

For Value Received HERBERT R. MONTIERTH, A MARRIED MAN AS HIS SOLE
AND SEPARATE PROPERTY

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

MIKE WHIPPLE AND SAMANTHA WHIPPLE, HUSBAND AND WIFE

hereinafter referred to as Grantee, whose current address is 1879 Fairwood, Nampa, Id 83686
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO THE FOLLOWING RESTRICTIONS, each of which is a restriction on
use running with the land:

No residential building having less than 1,800 square feet of living area shall be
constructed on the premises;

No residential building constructed off the premises will be located on the premises; and

Each residential building constructed on the premises will have a garage large enough for the
storage of not less than two passenger vehicles.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs
and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that 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.

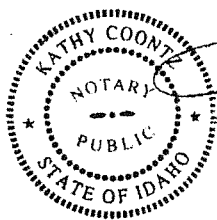
Dated: March 31, 2006

Herbert R. Montierth

Herbert R. Montierth

STATE OF ID. County of ADA, ss.

On this 31ST day of MARCH, in the year of 2006, before me THE UNDERSIGNED, notary public
personally appeared HERBERT R. MONTIERTH known or identified to me to be the person/persons
whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they
executed the same.



[Signature]
Kathy Coontz
Notary Public of Id
Residing at Boise

Commission expires: August 15, 2009