

RECEIVED

NOV 24 2008

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

WATER RESOURCES
WESTERN REGIONPARCELS 4410 AND 4950

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

<u>IRRIGATION</u>			<u>WELLS</u>		
Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
PD 67-26A	decreed 10-20-2008	X	PD 67-14374	10-20-2008	
PD 67-27A		X	PD 67-14375		
PD 67-14359		X			

2. The following **REQUIRED** information must be submitted with this form:

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

↓ OR ↓

D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

G. WAND M. C. WESTFALL
P.O. BOX 185
CAMBRIDGE, ID 83610

4. New Owner/Claimant(s)

MARTHA LYNN JOHNSON
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

3210 CRANE CREEK RD

City, State and ZIP Code

BOISE, ID 83702

New Telephone Number

(208) 345-1587 Email: _____

COMBINED { PARCEL 4950 01/10/2002
PARCEL 4410 08/31/2001

5. Date you acquired the property

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number 67-26A		
Irrigation	0.242 CFS	19.4 a
Stock	-	-
Domestic	-	-
Other	-	-
Totals	0.242	19.4 a
Water Right and/or Adjudication Claim Number 67-27A		
Irrigation	0.196 CFS	15.7 a
Stock	-	-
Domestic	-	-
Other	-	-
Totals	0.196 CFS	15.7 a
Water Right and/or Adjudication Claim Number 67-14359		
Irrigation	0.263 CFS	35.1 a
Stock	-	-
Domestic	-	-
Other	-	-
Totals	0.263 CFS	35.1 a

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) MARTHELYN JOHNSON Marthelyn Johnson
(title if applicable), 1-24-02
(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by [Signature] Date 11-24-08
 Receipted by [Signature] Date 11-24-08
 Processed by [Signature] AJ Date

Receipt Amt. \$ 350.⁰⁰
 Receipt No. W037064
 WR [Signature] Date 1-14-09

5. Date you acquired the property

PARCEL 4410 08/31/2001

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

NOT REQUIRED

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number <u>67-14374</u>		
Irrigation	=	
Stock	=	
Domestic	<u>0.04 CFS</u>	<u>1 HOME</u>
Other	=	
Totals	<u>0.04 CFS</u>	
Water Right and/or Adjudication Claim Number <u>67-14375</u>		
Irrigation	=	
Stock	=	
Domestic	<u>0.04 CFS</u>	<u>1 HOME</u>
Other	=	
Totals	<u>0.04 CFS</u>	
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) MARTHYN JOHNSON Martlyn Johnson
 (title if applicable) 11-2408
 (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____
 Received by _____
 Processed by _____ AJ

Date _____
 Date _____
 Date _____

Receipt Amt. _____
 Receipt No. _____
 WR _____ Date _____

ATTACH #2 B

1837306

PARCEL 4410

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **GEORGE W. WESTFALL** and **MARGARET C. WESTFALL**, husband and wife, hereinafter referred to as the "Grantors," for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto **MARTHLYN JOHNSON**, as her sole and separate property and estate, including the rents, profits, and earnings therefrom, whose address is 3210 Crane Creek Road, Boise, Idaho 83702, hereinafter referred to as the "Grantee," and Grantee's heirs, successors, and assigns, in and to the following property (the "Property"), with the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining, situated in Washington County, State of Idaho, described as follows, to wit:

All of that part of the Southeast Quarter of the Northwest Quarter lying South and West of the State Highway in Section 11, Township 14 North, Range 3 West of the Boise Meridian, Washington County, Idaho.

Reserving to the Grantors a life estate so long as either or both of the Grantors are living and maintaining a residence on the Property, which reservation includes the right to the possession, use, and occupancy of the Property and the rents, issues, and profits from the Property.

And Grantors hereby covenant to and with Grantee and Grantee's heirs, successors, and assigns, that Grantors are lawfully seized in fee simple of the Property, subject to the easements, reservations, and restrictions of record or appearing on the Property, and that Grantors will warrant and forever defend the Property and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claims, encumbrances, restrictions, reservations and easements it is conveyed subject to. Grantors make no representation or warranty as to any permitted use under applicable land use laws and regulations.

Right of First Refusal

This conveyance is made subject to the condition that any interest in the Property may only be sold, conveyed, hypothecated, assigned, transferred, or otherwise alienated during each 180-day period immediately after such issue of the Grantors as may have an ownership interest of record in any of the following property (the "Adjoining Property") have been offered in writing the opportunity to purchase the Property at a price no higher than and on terms no less favorable than proposed for such sale, conveyance, assignment, transfer, or other alienation of the Property to any other person or entity:

The Northeast Quarter of the Southwest Quarter, Section 11,
Township 14 North, Range 3 West of the Boise Meridian, Washington
County, Idaho.

The offer to the Grantors' issue shall be deemed given upon personal service or upon mailing by certified mail, return receipt requested, postage prepaid, in the United States mail to the address to which tax notices are sent for that portion of the Adjoining Property that heir has an interest in, with such service being complete upon actual delivery or three (3) days after mailing, whichever is earlier. Those issue entitled to notice shall have thirty (30) days after service to accept by giving written notice to the Offeror at the address designated in the notice or if no such address is provided in the notice, by recording a Notice of Acceptance with the Washington County Recorder. If more than one of Grantors' issue accept such offer, then the interest subject to the right of first refusal shall be prorated among such accepting issue in accordance with their respective interests in the Adjoining Property. If the proposed alienation is to provide security for a loan, then such alienation shall be considered a sale of the Property at 80% of the fair market value of the Property. This right of first refusal shall remain effective and shall be binding upon all subsequent purchasers so long as any of Grantors' issue have an interest in any of the Adjoining Property.

DATED this 31st day of August, 2001.

George W. Westfall
George W. Westfall

Instrument # 183730

WEISER, WASHINGTON, IDAHO

2001-09-07 02:32:00 No. of Pages: 2

Recorded for : LAURENCE JOHNSON

SHARON WIDNER

Ex-Officio Recorder Deputy

Index to: DEED

Sharon Widner
Fees: 6.00

Margaret C. Westfall
Margaret C. Westfall

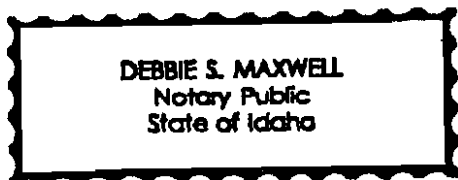
STATE OF IDAHO)

: ss.

County of Washington)

On this 31st day of August, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared **GEORGE W. WESTFALL** and **MARGARET C. WESTFALL**, husband and wife, known or identified 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.



Debbie S. Maxwell
Notary Public for Idaho
Residing at: Council Bluffs
My Commission Expires: 8/24/07

ATTACH # 2B

184940

PARCEL 4950

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **SHIRLEY M. MURPHY**, hereinafter referred to as the "Grantor," for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **MARTHLYN JOHNSON**, a married person as her sole and separate property, including the rents and profits therefrom, whose address is 3210 Crane Creek Road, Boise, Idaho 83702, hereinafter referred to as the "Grantee," and Grantee's heirs, successors, and assigns, in and to the following property, with the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining, subject to (i) the life estates of George W. Westfall and Margaret C. Westfall reserved under that certain Warranty Deed recorded as Instrument No. 183729 in the records of the Washington County Recorder, Washington County, Idaho, and (ii) the right of first refusal created under Instrument No. 183729 in the records of the Washington County Recorder, Washington County, Idaho, situated in Washington County, State of Idaho, described as follows, to wit:

The West Half of the Northeast Quarter of the Southwest Quarter of
Section 11, Township 14 North, Range 3 West of the Boise Meridian,
Washington County, Idaho.

And Grantor hereby covenants to and with Grantee and Grantee's heirs, successors, and assigns, that Grantor is lawfully seized in fee simple of the above-granted premises, subject to the easements, reservations, and restrictions of record or appearing on the property prior to the execution of the deed recorded as Instrument No. 183729 in the records of the Washington County Recorder, Washington County, Idaho, and that Grantor will warrant and forever defend the property and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claims, encumbrances, restrictions, reservations, and easements it is conveyed subject to. Grantor makes no representation or warranty as to any permitted use under applicable land use laws and regulations.

The Grantor represents and warrants that Donald L. Westfall was offered the opportunity to purchase the foregoing property in accordance with the terms of the right of first refusal created under Instrument No. 183729 in the records of the Washington County Recorder, Washington County, Idaho, and that he waived the right to purchase the property and consented to the foregoing conveyance.

DATED This 10th day of January, 2002.

Instrument # 184940

WEISER, WASHINGTON, IDAHO

2002-01-18 10:55:00 No. of Pages: 2

Recorded for : LAURENCE JOHNSON

SHARON WIDNER

Ex-Officio Recorder Deputy

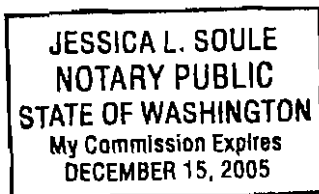
Index to: DEED

Shirley M. Murphy
Shirley M. Murphy

STATE OF WASHINGTON)
: ss.
County of Clark)

On this 10th day of January, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared **SHIRLEY M. MURPHY**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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.



Jessica L. Soule
Notary Public for Washington
Residing at: Washougal, WA
My Commission Expires: 12-15-05

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **GEORGE W. WESTFALL** and **MARGARET C. WESTFALL**, husband and wife, hereinafter referred to as the "Grantors," for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto **SHIRLEY M. MURPHY**, as her sole and separate property and estate, including the rents, profits, and earnings therefrom, whose address is 1405 Addy Street, #145, Washougal, Washington 98671, hereinafter referred to as the "Grantee," and Grantee's heirs, successors, and assigns, in and to the following property (the "Property"), with the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining, situated in Washington County, State of Idaho, described as follows, to wit:

The West Half of the Northeast Quarter of the Southwest Quarter of Section 11, Township 14 North, Range 3 West of the Boise Meridian, Washington County, Idaho.

Grantors hereby reserve the right to the possession, use, and occupancy of the Property and the rents, issues, and profits from the Property during the remainder of their lives.

And Grantors hereby covenant to and with Grantee and Grantee's heirs, successors, and assigns, that Grantors are lawfully seized in fee simple of the Property, subject to the easements, reservations, and restrictions of record or appearing on the Property, and that Grantors will warrant and forever defend the Property and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claims, encumbrances, restrictions, reservations and easements it is conveyed subject to. Grantors make no representation or warranty as to any permitted use under applicable land use laws and regulations.

Right of First Refusal

This conveyance is made subject to the condition that any interest in the Property may only be sold, conveyed, hypothecated, assigned, transferred, or otherwise alienated during each 180-day period immediately after such issue of the Grantors as may have an ownership interest of record in any of the following property (the "Adjoining Property") have been offered in writing the opportunity to purchase the Property at a price no higher than and on terms no less favorable than proposed for such sale, conveyance, assignment, transfer, or other alienation of the Property to any other person or entity:

The East Half of the Northeast Quarter of the Southwest Quarter of Section 11, Township 14 North, Range 3 West, and all of that part of the Southeast Quarter of the Northwest Quarter lying South and West of the State Highway in Section 11, Township 14 North, Range 3 West of the Boise Meridian, Washington County, Idaho.

The offer to the Grantors' issue shall be deemed given upon personal service or upon mailing by certified mail, return receipt requested, postage prepaid, in the United States mail to the address to which tax notices are sent for that portion of the Adjoining Property that heir has an interest in, with such service being complete upon actual delivery or three (3) days after mailing, whichever is earlier. Those issue entitled to notice shall have thirty (30) days after service to accept by giving written notice to the Offeror at the address designated in the notice or if no such address is provided in the notice, by recording a Notice of Acceptance with the Washington County Recorder. If more than one of Grantors' issue accept such offer, then the interest subject to the right of first refusal shall be prorated among such accepting issue in accordance with their respective interests in the Adjoining Property. If the proposed alienation is to provide security for a loan, then such alienation shall be considered a sale of the Property at 80% of the fair market value of the Property. This right of first refusal shall remain effective and shall be binding upon all subsequent purchasers so long as any of Grantors' issue have an interest in any of the Adjoining Property.

DATED this 31 day of August, 2001.

George W. Westfall
George W. Westfall

Margaret C. Westfall
Margaret C. Westfall

Instrument # 183729

WEISER, WASHINGTON, IDAHO

2001-09-07 02:32:00 No. of Pages: 2

Recorded for : LAURENCE JOHNSON

SHARON WIDNER

Ex-Officio Recorder Deputy Sharon Widner Fee: 6.00

Index to: DEED

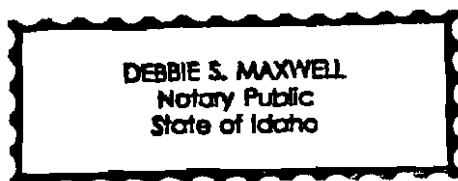
STATE OF IDAHO)

: ss.

County of Washington)

On this 31 day of August, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared **GEORGE W. WESTFALL** and **MARGARET C. WESTFALL**, husband and wife, known or identified 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.



Debbie S. Maxwell
Notary Public for Idaho
Residing at: Conant, Idaho
My Commission Expires: 2/24/07