

EISMANN LAW OFFICES

3016 Caldwell Blvd.
Nampa, Idaho 83651-6416

Telephone (208) 467-3100
Facsimile (208) 466-4498

RECEIVED

FEB 06 2023

DEPARTMENT OF
WATER RESOURCES
Debra L. Eismann
Ryan Martinat

February 1, 2023

Mr. Theodore R. Booth
Special Master for SRBA
253 3rd Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707

SENT VIA USPS FLAT RATE ENVELOPE

Re: *In Re SRBA Case No. 39576*
Subcase: 57-12068

Dear Mr. Booth:

On February 7, 2023, the above subcase is scheduled for an Initial Hearing.

We plan on potentially using certain documents as visual aids for the initial hearing.

Enclosed please find a copy of the documents following:

1. IDWR maps showing Section 34, Township 3 North.
2. IDWR Water Right report on Water Right No. 57-2055.
3. License and Certificate of Water Right granted to W. H. Schenck and Ida Schenck dated November 13, 1913 for Permit No. 9527.
4. Notice of Change in Water Right Ownership by Cegnar land LLC, and Idaho limited liability company dated March 15, 2021.

If you have any questions, please contact me by phone (208) 467-3100 or by email at deb@eismannlaw.com.

Thank you.

SCANNED

Theodore R. Booth
Special Master for SRBA
February 1, 2023
Page 2

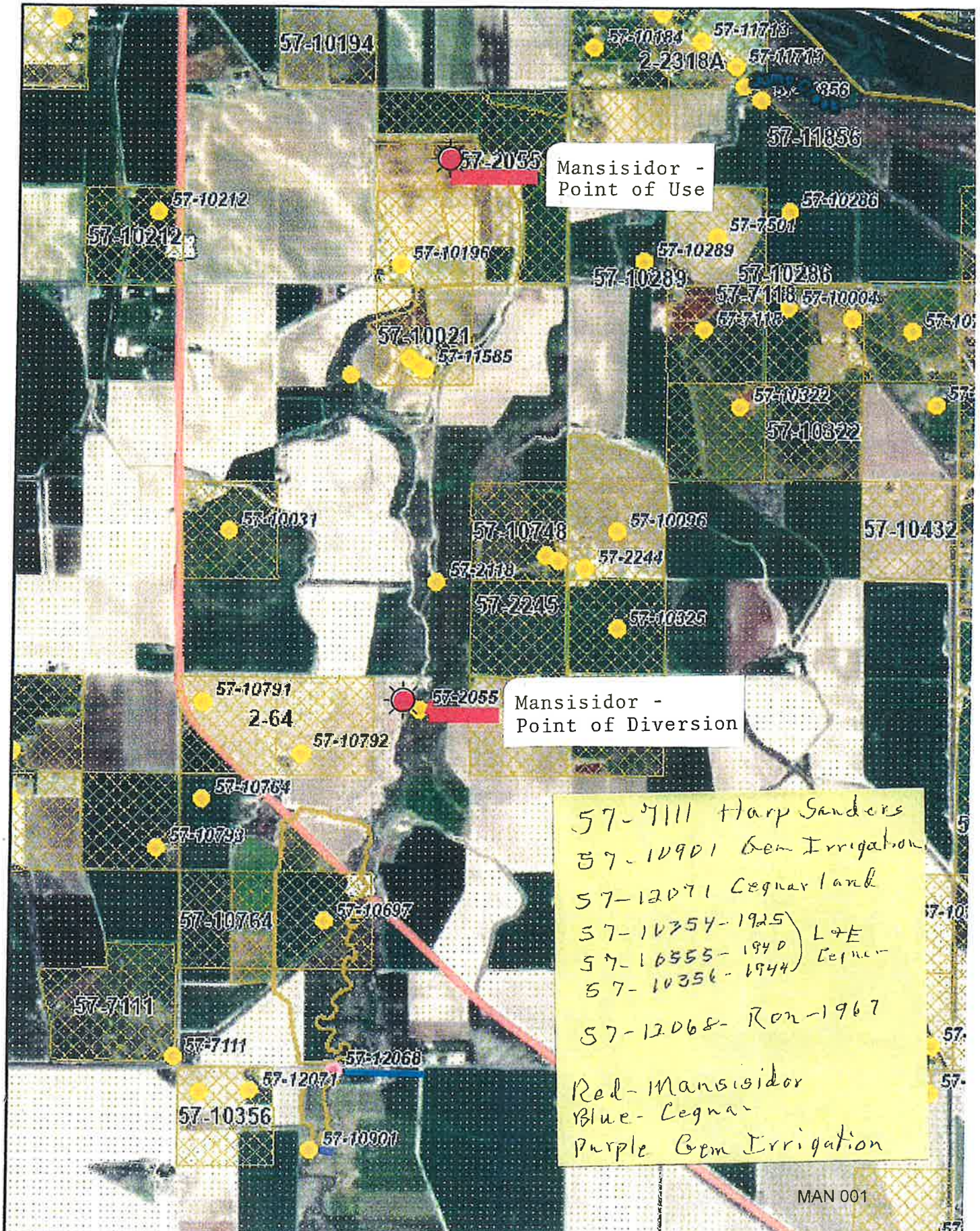
Very truly yours,

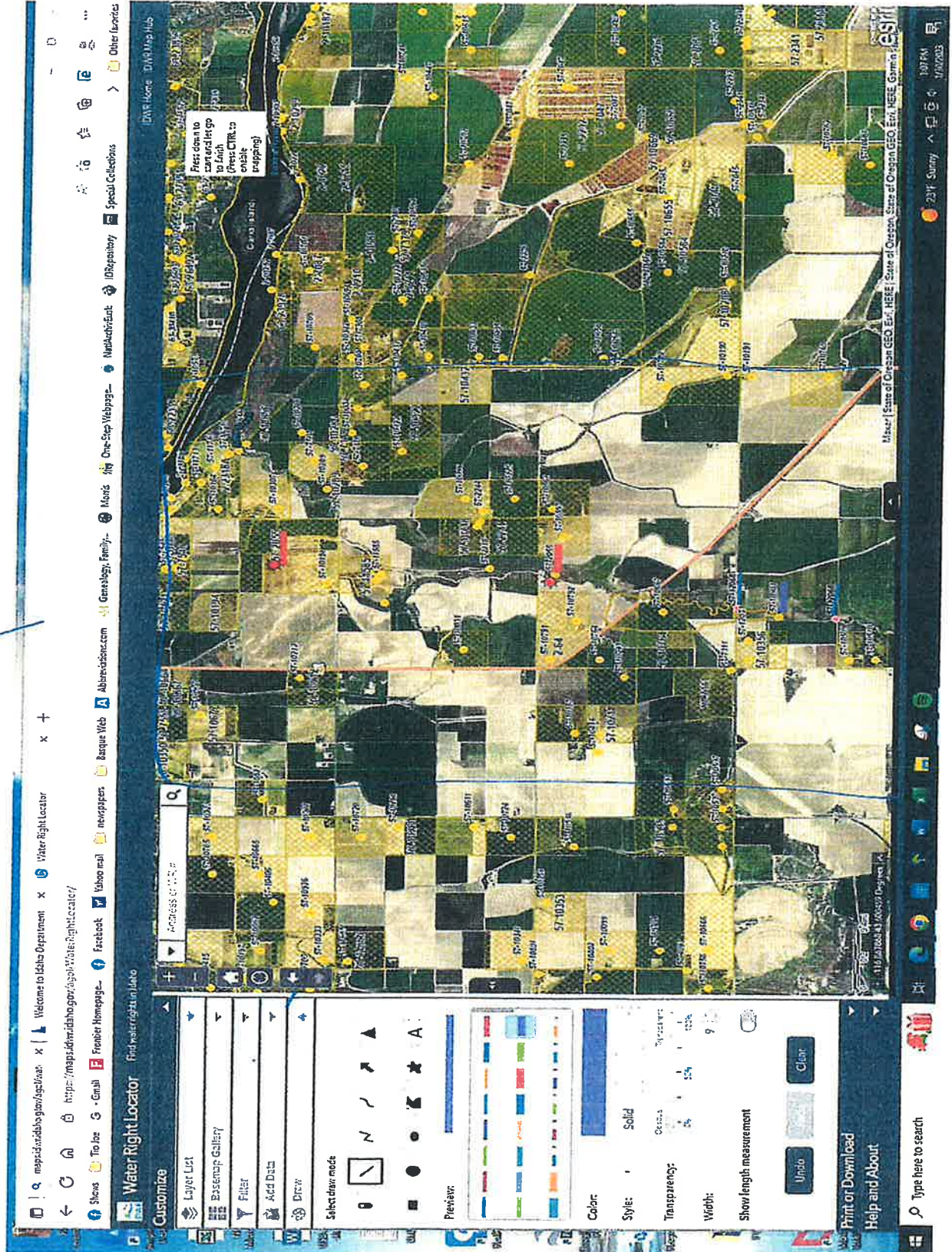


Debra L. Eismann
DLE:kla/9
Enclosures

CLT: Client w/ enclosures (*via email*)
Robert J. Tunison w/ enclosures (*via email*)
Director of IDWR w/ enclosures (*via mail*)

Water Rights







Mansisor

Paul Thatcher Family Trust
Faye Drain

Steve Lootens
Jump cr. Below Mansisor

Nurp Sanders
Mule Springs Drain

Harp Sanders



[Home](#) / [Water Rights](#) / [Research](#) / [Search Water Rights](#)

WATER RIGHT REPORT

9/18/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 57-2055

Owner Type	Name and Address
Current Owner	RAY MANSISIDOR 3642 MARKET RD HOMEDALE, ID 83628-3692 2083374295
Current Owner	MARY L MANSISIDOR 3644 MARKET RD HOMEDALE, ID 83628-3692 2083374295

Priority Date: 10/10/1903

Basis: Decreed

Status: Active

Source	Tributary
JUMP CREEK	SNAKE RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	3/01	11/15	7 CFS	
Total Diversion			7 CFS	

Location of Point(s) of Diversion:

JUMP CREEK|NWNWNE|Sec. 27|Township 03N|Range 05W|OWYHEE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION OWYHEE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
03N	05W	15		SENW	35									
				NESE	38		NWSE	26		SWSE	38		SESE	37

Total Acres: 174

Conditions of Approval:

1. || USE OF THIS RIGHT WITH RIGHT NO. 57-10194 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 174 ACRES IN A SINGLE IRRIGATION SEASON.

Dates:

Licensed Date:

Decreed Date: 01/03/2003

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: NWD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 174

Combined Volume Limit:

Combined Rate Limit: 3.48

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

State of Idaho

License and Certificate of Water Right

Water License No. 9527

Amount 3.7 sec. ft.

Water District No. 51

Priority 11/13/13

THIS IS TO CERTIFY that W. H. SCHENCK
of Homedale, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated July 23, 1913; that Permit No. 9527
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
20 second feet, was issued thereunder on February 28, 1919, showing that said works
were completed on the 24th day of October, 1914; and that on the 26th
day of April, 1919,

IDA SCHENCK,

of Homedale, State of Idaho, made proof to the satisfaction of the
Commissioner of Reclamation of Idaho, of the right to use the waters of Jump
Creek, a tributary of Snake River, for the purpose of irrigation and
domestic use, under Use Permit No. 9527 of the State Engineer
and that said right to the use of said waters has been perfected in accordance with the laws of
Idaho, and is hereby confirmed by the Commissioner of Reclamation of Idaho and entered of record in
Volume 5 of Licenses, at page 2791, on the 22nd day of March, 1921.

The right hereby confirmed dates from November 13

1913;

The Point of Diversion is located

in the NE 1/4 NW 1/4 Sec. 34 - Tp. 3 N., R. 5 W., B. M.

County of Owyhee.

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 3.7 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
3 N.	5 W.	10	W 1/2 SE 1/4	-- 1000	10✓
		15	NW 1/4 NW 1/4		
			SW 1/4 NW 1/4		
			NE 1/4 NW 1/4		20✓ 35
			SE 1/4 NW 1/4		
			W 1/2 SW 1/4		(30)✓
			NE 1/4 SW 1/4		
			SE 1/4 SW 1/4		
			SE 1/4 NE 1/4		
			SW 1/4 NE 1/4		
		14	NW 1/4 SE 1/4	-- 1000	30✓
			NE 1/4 SE 1/4		10✓
			SE 1/4 SE 1/4		30✓
			SW 1/4 SE 1/4		30✓
			NE 1/4 SW 1/4		10✓
			SE 1/4 SW 1/4		16✓
			SW 1/4 SW 1/4		
		15	E 1/4 NE 1/4		
			E 1/4 SE 1/4		
					195

The foregoing is a true and certified copy of the document on file at the department of Water Resources.

Signed this 2 day of Nov, 1977

Chief, Water Rights Bureau

57 2055

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 15 2021

WATER 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. 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?
57-10354	Yes ☒	Yes ☐		Yes ☐	Yes ☐
57-10355	Yes ☐	Yes ☐		Yes ☐	Yes ☐
57-10356	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Ethel A. Cegnar
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Cegnar Land LLC, an Idaho limited liability company (Ronald Cegnar - Member)
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1208 Sheffield Place Lexington KY 40509-2034
Mailing address City State ZIP
(859) 539-7539 rcegnar@ceopartners.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: December 29, 2020
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):
o \$25 per undivided water right.
o \$100 per split water right.
o 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: Ronald Cegnar Member 3-2-2021
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 LE Date 03/15/2021 Receipt No. W049194 Receipt Amt. \$150.00
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 LE/AK Processed by LE/AK Date 06/26/2021

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Ronald Cegnar
1208 Sheffield Place
Lexington, KY 40509-2034

Instrument # 305956
MURPHY, OWYHEE, IDAHO
2020-12-29 02:53:08 No. of Pages: 4
Recorded for: PIONEER TITLE COMPANY OF ADA COUN
ANGELA BARKELL Fee: \$15.00
Ex-Officio Recorder Deputy: map
Index To: DEED QUIT-CLAIM
Electronically Recorded by Simplifile

(Space Above for Recorder's Use)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, RONALD CEGNAR, a married man as his sole and separate property, of 1208 Sheffield Place, Lexington, Kentucky 40509-2034 (hereinafter "Grantor"), does hereby remise, release and forever quitclaim unto CEGNAR LAND LLC, an Idaho Limited Liability company, whose principal place of business is 1208 Sheffield Place, Lexington, Kentucky 40509-2034 (hereinafter "Grantee"), and its heirs and assigns forever, all right, title and interest which Grantor now has or may hereafter acquire in the following described real property situated in Owyhee County, State of Idaho, to-wit:

See legal description contained in Exhibit A which is attached hereto and incorporated by reference.

Together with all and singular the tenements, hereditaments, and appurtenances.

Together with all water, water rights, ditches, and rights of way for ditches appurtenant thereto or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Grantee, and to its heirs and assigns forever.

This Quitclaim Deed shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, administrators, personal representatives, successors, and permissible assigns.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal.

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Ronald Cegnar
1208 Sheffield Place
Lexington, KY 40509-2034

(Space Above for Recorder's Use)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, RONALD CEGNAR, a married man as his sole and separate property, of 1208 Sheffield Place, Lexington, Kentucky 40509-2034 (hereinafter "Grantor"), does hereby remise, release and forever quitclaim unto CEGNAR LAND LLC, an Idaho Limited Liability company, whose principal place of business is 1208 Sheffield Place, Lexington, Kentucky 40509-2034 (hereinafter "Grantee"), and its heirs and assigns forever, all right, title and interest which Grantor now has or may hereafter acquire in the following described real property situated in Owyhee County, State of Idaho, to-wit:

See legal description contained in Exhibit A which is attached hereto and incorporated by reference.

Together with all and singular the tenements, hereditaments, and appurtenances.

Together with all water, water rights, ditches, and rights of way for ditches appurtenant thereto or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Grantee, and to its heirs and assigns forever.

This Quitclaim Deed shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, administrators, personal representatives, successors, and permissible assigns.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal.

QUITCLAIM DEED-1

Dated: 12-17-2020

By:

Ronald Cegnar
Ronald Cegnar

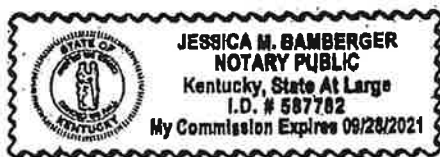
STATE OF KENTUCKY)

) ss.

County of Fayette)

On this 17th day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared RONALD CEGNAR, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.



Jess M Bamberger
NOTARY PUBLIC FOR KENTUCKY
Residing at Lexington, KY
My Commission Expires 09/28/2021

QUITCLAIM DEED-2

MAN 011

EXHIBIT A

TRACT 1:

Parcel A:

The West Half of the Northwest Quarter of Section 34, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho

EXCEPTING THEREFROM:

Parcel 1

This parcel is a portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34 in Township 3 North, Range 5 West of the Boise Meridian, Owyhee County, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, (NW Section Corner, Section 34), a found brass cap monument;

thence South 89°12'18" East along the North boundary of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 900.83 feet to the **TRUE POINT OF BEGINNING**, a point witnessed by a $\frac{1}{2}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South 1°19'05" West a distance of 15.00 feet;

thence continuing along said North boundary South 89°12'17" East a distance of 180.00 feet to a point witnessed by a $\frac{1}{2}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South 1°19'05" West a distance of 15.00 feet;

thence South 1°19'05" West a distance of 218.95 feet to a $\frac{1}{2}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 89°12'18" West, parallel with the North boundary of the NW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 180.00 feet to a $\frac{1}{2}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 1°19'05" East a distance of 218.95 feet to the **TRUE POINT OF BEGINNING**, said parcel being 0.905 acres more or less, and being subject to any and all easement and rights of way of record or implied.

Parcel B:

The West 345 feet of the East Half of the Northwest Quarter of Section 34, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho

Parcel C:

The East Half of the Northwest Quarter of Section 34, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, LESS the West 345 feet thereof

Parcel D:

That part of the West Half of the Northeast Quarter of Section 34, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, lying West of the A C Lateral.

TRACT 2:

Parcel A:

All that part of the Southwest Quarter of the Southwest Quarter of Section 27, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, lying south of the right-of-way of the Mule Creek Drain ditch as now constructed.

Parcel B:

A strip of land 265 feet wide along the west side and south of the right-of-way of the Mule Creek Drain of the Southeast Quarter of the Southwest Quarter of Section 27, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho.

Parcel C:

The following describes a parcel of real property lying in a portion of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), of Section 27, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 27, marked by a set 5/8" iron pin, PLS 5710; thence, along the Southerly boundary of said SE1/4SW 1/4,

North 89°12'19" West, 921.62 feet, to set 5/8" iron pin, PLS 5710, the POINT OF BEGINNING; thence, continuing along said Southerly boundary,

North 89°12'19" West, 126.50 feet to a set 5/8" iron pin, PLS 5710; thence, departing said Southerly boundary, along a line parallel with and 265.00 feet Easterly of the Westerly boundary of said SE1/4SW1/4,

North 00°05'51" East, 1316.80 feet to the centerline of the Mule Creek Drain; thence, along the centerline of said Mule Creek Drain,

North 50°48'47" East, 7.47 feet, to the Northerly boundary of said SE1/4SW1/4; thence, along said Northerly boundary,

South 89°11'22" East, 120.73 feet to a set 5/8" iron pin, PLS 5710; thence, departing said Northerly boundary, along a line parallel with the Westerly boundary of said SE1/4SW1/4 and along an existing barbed wire fence,

South 00°05'51" West, 1321.57 feet, to the POINT OF BEGINNING.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Cindy Cegnar
3493 Thompson Road
Homedale, Idaho 83628

Instrument # 305953
MURPHY, OWYHEE, IDAHO
2020-12-29 02:53:08 No. of Pages: 3
Recorded for: PIONEER TITLE COMPANY OF ADA COURT
ANGELA BARKELL Fee: \$15.00
Ex-Officio Recorder Deputy: map
Index To: DEED QUIT-CLAIM
Electronically Recorded by Simplifile

(Space Above for Recorder's Use)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, RONALD CEGNAR, a married man as his sole and separate property, of 1208 Sheffield Place, Lexington, Kentucky 40509-2034 (hereinafter "Grantor"), does hereby remise, release and forever quitclaim unto CINDY CEGNAR, an unmarried woman, of 3493 Thompson Road, Homedale, Idaho 83628 (hereinafter "Grantee"), and her heirs and assigns forever, all right, title and interest which Grantor now has or may hereafter acquire in the following described real property situated in Owyhee County, State of Idaho, to-wit:

See legal description contained in Exhibit A which is attached hereto and incorporated by reference.

Together with all and singular the tenements, hereditaments, and appurtenances.

Together with all water, water rights, ditches, and rights of way for ditches appurtenant thereto or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Grantee, and to her heirs and assigns forever.

This Quitclaim Deed shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, administrators, personal representatives, successors, and permissible assigns.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Cindy Cegnar
3493 Thompson Road
Homedale, Idaho 83628

(Space Above for Recorder's Use)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, RONALD CEGNAR, a married man as his sole and separate property, of 1208 Sheffield Place, Lexington, Kentucky 40509-2034 (hereinafter "Grantor"), does hereby remise, release and forever quitclaim unto CINDY CEGNAR, an unmarried woman, of 3493 Thompson Road, Homedale, Idaho 83628 (hereinafter "Grantee"), and her heirs and assigns forever, all right, title and interest which Grantor now has or may hereafter acquire in the following described real property situated in Owyhee County, State of Idaho, to-wit:

See legal description contained in Exhibit A which is attached hereto and incorporated by reference.

Together with all and singular the tenements, hereditaments, and appurtenances.

Together with all water, water rights, ditches, and rights of way for ditches appurtenant thereto or in anywise appertaining.

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This Quitclaim Deed shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, administrators, personal representatives, successors, and permissible assigns.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal.

QUITCLAIM DEED-1

Dated: 12-17-2020

By: Ronald Cegnar
Ronald Cegnar

STATE OF KENTUCKY)
County of Fayette) ss.

On this 17 day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared RONALD CEGNAR, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.



Jess M Bamberger
NOTARY PUBLIC FOR KENTUCKY
Residing at Lexington, KY
My Commission Expires 09/28/2021

QUITCLAIM DEED-2



Thomas J. Wellard, PLS
Rodney Clark, PE

EXHIBIT A

October 20, 2020

Legal Description for
Ron Cegnar
Job No. SE2620

Parcel 1

This parcel is a portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34 in Township 3 North, Range 5 West of the Boise Meridian, Owyhee County, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, (NW Section Corner, Section 34), a found brass cap monument;

thence South $89^{\circ}12'18''$ East along the North boundary of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 900.83 feet to the **TRUE POINT OF BEGINNING**, a point witnessed by a $\frac{1}{2}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South $1^{\circ}19'05''$ West a distance of 15.00 feet;

thence continuing along said North boundary South $89^{\circ}12'17''$ East a distance of 180.00 feet to a point witnessed by a $\frac{1}{2}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South $1^{\circ}19'05''$ West a distance of 15.00 feet;

thence South $1^{\circ}19'05''$ West a distance of 218.95 feet to a $\frac{1}{2}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North $89^{\circ}12'18''$ West, parallel with the North boundary of the NW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 180.00 feet to a $\frac{1}{2}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North $1^{\circ}19'05''$ East a distance of 218.95 feet to the **TRUE POINT OF BEGINNING**, said parcel being 0.905 acres more or less, and being subject to any and all easement and rights of way of record or implied.



Page 1 of 1

Exhibit A to Quitclaim Deed - Page 1 of 1

MAN 017

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Ronald Cegnar
1208 Sheffield Place
Lexington, KY 40509-2034

Instrument # 305952
MURPHY, OWYHEE, IDAHO
2020-12-29 02:53:08 No. of Pages: 4
Recorded for: PIONEER TITLE COMPANY OF ADA COL
ANGELA BARKELL Fee: \$15.00
Ex-Officio Recorder Deputy: map
Index To: DEED QUIT-CLAIM
Electronically Recorded by Simplifile

(Space Above for Recorder's Use)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, CINDY CEGNAR, an unmarried woman, of 3493 Thompson Road, Homedale, Idaho 83628 (hereinafter "Grantor"), does hereby remise, release and forever quitclaim unto RONALD CEGNAR, a married man as his sole and separate property, of 1208 Sheffield Place, Lexington, Kentucky 40509-2034 (hereinafter "Grantee"), and his heirs and assigns forever, all right, title and interest which Grantor now has or may hereafter acquire in the following described real property situated in Owyhee County, State of Idaho, to-wit:

See legal description contained in Exhibit A which is attached hereto and incorporated by reference.

Together with all and singular the tenements, hereditaments, and appurtenances.

Together with all water, water rights, ditches, and rights of way for ditches appurtenant thereto or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Grantee, and to his heirs and assigns forever.

This Quitclaim Deed shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, administrators, personal representatives, successors, and permissible assigns.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal.

QUITCLAIM DEED-1

305952

MAN 018

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Ronald Cegnar
1208 Sheffield Place
Lexington, KY 40509-2034

(Space Above for Recorder's Use)

QUITCLAIM DEED

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See legal description contained in Exhibit A which is attached hereto and incorporated by reference.

Together with all and singular the tenements, hereditaments, and appurtenances.

Together with all water, water rights, ditches, and rights of way for ditches appurtenant thereto or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Grantee, and to his heirs and assigns forever.

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IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal.

QUITCLAIM DEED-1

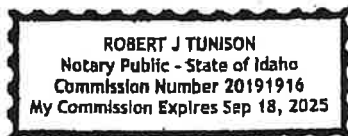
Dated: 12-17-20

By: Cindy M Cegnar
Cindy Cegnar

STATE OF IDAHO)
) ss.
County of Canyon)

On this 17 day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared CINDY CEGNAR, 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.



RJ Tunison
NOTARY PUBLIC FOR IDAHO
Residing at Caldwell, Idaho
My Commission Expires 9-18-25

QUITCLAIM DEED-2

EXHIBIT A

TRACT 1:

Parcel A:

The West Half of the Northwest Quarter of Section 34, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho

EXCEPTING THEREFROM:

Parcel 1

This parcel is a portion of the NW¼ NW¼ of Section 34 in Township 3 North, Range 5 West of the Boise Meridian, Owyhee County, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of said NW ¼ NW ¼, (NW Section Corner, Section 34), a found brass cap monument;

thence South 89°12'18" East along the North boundary of the NW¼ NW¼ a distance of 900.83 feet to the **TRUE POINT OF BEGINNING**, a point witnessed by a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South 1°19'05" West a distance of 15.00 feet;

thence continuing along said North boundary South 89°12'17" East a distance of 180.00 feet to a point witnessed by a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South 1°19'05" West a distance of 15.00 feet;

thence South 1°19'05" West a distance of 218.95 feet to a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 89°12'18" West, parallel with the North boundary of the NW¼ NW¼, a distance of 180.00 feet to a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 1°19'05" East a distance of 218.95 feet to the **TRUE POINT OF BEGINNING**, said parcel being 0.905 acres more or less, and being subject to any and all easement and rights of way of record or implied.

Parcel B:

The West 345 feet of the East Half of the Northwest Quarter of Section 34, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho

Parcel C:

The East Half of the Northwest Quarter of Section 34, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, LESS the West 345 feet thereof

Parcel D:

That part of the West Half of the Northeast Quarter of Section 34, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, lying West of the A C Lateral.

TRACT 2:

Parcel A:

All that part of the Southwest Quarter of the Southwest Quarter of Section 27, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, lying south of the right-of-way of the Mule Creek Drain ditch as now constructed.

Parcel B:

A strip of land 265 feet wide along the west side and south of the right-of-way of the Mule Creek Drain of the Southeast Quarter of the Southwest Quarter of Section 27, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho.

Parcel C:

The following describes a parcel of real property lying in a portion of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), of Section 27, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 27, marked by a set 5/8" iron pin, PLS 5710; thence, along the Southerly boundary of said SE1/4SW 1/4,

North 89°12'19" West, 921.62 feet, to set 5/8" iron pin, PLS 5710, the POINT OF BEGINNING; thence, continuing along said Southerly boundary,

North 89°12'19" West, 126.50 feet to a set 5/8" iron pin, PLS 5710; thence, departing said Southerly boundary, along a line parallel with and 265.00 feet Easterly of the Westerly boundary of said SE1/4SW1/4,

North 00°05'51" East, 1316.80 feet to the centerline of the Mule Creek Drain; thence, along the centerline of said Mule Creek Drain,

North 50°48'47" East, 7.47 feet, to the Northerly boundary of said SE1/4SW1/4; thence, along said Northerly boundary,

South 89°11'22" East, 120.73 feet to a set 5/8" iron pin, PLS 5710; thence, departing said Northerly boundary, along a line parallel with the Westerly boundary of said SE1/4SW1/4 and along an existing barbed wire fence,

South 00°05'51" West, 1321.57 feet, to the POINT OF BEGINNING.

Instrument # 305951
MURPHY, OWYHEE, IDAHO
2020-12-29 02:53:08 No. of Pages: 12
Recorded for: PIONEER TITLE COMPANY OF ADA COUNT
ANGELA BARKELL Fee: \$15.00
Ex-Officio Recorder Deputy: map
Index To: DEED QUIT-CLAIM
Electronically Recorded by Simplifile

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Ronald Cegnar
1208 Sheffield Place
Lexington, KY 40509-2034

(Space Above for Recorder's Use)

QUITCLAIM DEED

RECITALS

WHEREAS, Lewis William Cegnar died testate on March 3, 1987 and his Last Will and Testament ("Last Will") was admitted to probate on April 15, 1987 in Owyhee County, Idaho (Case No. 5-463).

WHEREAS, the Last Will provided that Lewis's community property interest in certain real property ("Property") located in Owyhee County, Idaho was to be transferred into a trust created under his Last Will ("Trust"). The Property is more particularly described in Exhibit A, which is attached hereto. A copy of the Last Will is attached hereto as Exhibit B and is incorporated by reference.

WHEREAS, a Decree of Distribution was entered on September 28, 1987 and was recorded in the real property records of Owyhee County, Idaho as Instrument No. 193290. The Decree transferred Lewis's community property interest in the Property to ETHEL AGNES CEGNAR, RONALD WILLIAM CEGNAR and CINDY MARIE CEGNAR, Trustees under the Last Will and Testament of Lewis William Cegnar.

WHEREAS, Ethel Cegnar died on January 28, 2020 and the trust created under the Last Will provides that the property in the trust is to be distributed in equal shares to Ronald William Cegnar and Cindy Marie Cegnar upon Ethel's death.

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, RONALD WILLIAM CEGNAR and CINDY MARIE CEGNAR, as Trustees under the Last Will and Testament of Lewis William Cegnar (hereinafter "Grantors"), do hereby remise, release and forever quitclaim unto RONALD CEGNAR, a married man as his sole and separate property, of 1208 Sheffield Place, Lexington, Kentucky 40509-2034, and CINDY CEGNAR, an unmarried woman, of 3493 Thompson Road, Homedale, Idaho 83628 (hereinafter "Grantees"), and their heirs and assigns forever, all right, title and interest which Grantors now have or may hereafter acquire in the following described real property situated in Owyhee County, State of Idaho, to-wit:

QUITCLAIM DEED-1

305951

MAN 023

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Ronald Cegnar
1208 Sheffield Place
Lexington, KY 40509-2034

(Space Above for Recorder's Use)

QUITCLAIM DEED

RECITALS

WHEREAS, Lewis William Cegnar died testate on March 3, 1987 and his Last Will and Testament ("Last Will") was admitted to probate on April 15, 1987 in Owyhee County, Idaho (Case No. 5-463).

WHEREAS, the Last Will provided that Lewis's community property interest in certain real property ("Property") located in Owyhee County, Idaho was to be transferred into a trust created under his Last Will ("Trust"). The Property is more particularly described in Exhibit A, which is attached hereto. A copy of the Last Will is attached hereto as Exhibit B and is incorporated by reference.

WHEREAS, a Decree of Distribution was entered on September 28, 1987 and was recorded in the real property records of Owyhee County, Idaho as Instrument No. 193290. The Decree transferred Lewis's community property interest in the Property to ETHEL AGNES CEGNAR, RONALD WILLIAM CEGNAR and CINDY MARIE CEGNAR, Trustees under the Last Will and Testament of Lewis William Cegnar.

WHEREAS, Ethel Cegnar died on January 28, 2020 and the trust created under the Last Will provides that the property in the trust is to be distributed in equal shares to Ronald William Cegnar and Cindy Marie Cegnar upon Ethel's death.

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, RONALD WILLIAM CEGNAR and CINDY MARIE CEGNAR, as Trustees under the Last Will and Testament of Lewis William Cegnar (hereinafter "Grantors"), do hereby remise, release and forever quitclaim unto RONALD CEGNAR, a married man as his sole and separate property, of 1208 Sheffield Place, Lexington, Kentucky 40509-2034, and CINDY CEGNAR, an unmarried woman, of 3493 Thompson Road, Homedale, Idaho 83628 (hereinafter "Grantees"), and their heirs and assigns forever, all right, title and interest which Grantors now have or may hereafter acquire in the following described real property situated in Owyhee County, State of Idaho, to-wit:

QUITCLAIM DEED-1

See legal description contained in Exhibit A which is attached hereto and incorporated by reference.

Together with all and singular the tenements, hereditaments, and appurtenances.

Together with all water, water rights, ditches, and rights of way for ditches appurtenant thereto or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Grantees, and to their heirs and assigns forever.

This Quitclaim Deed shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, administrators, personal representatives, successors, and permissible assigns.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hand and seal.

Dated: 12-17-2020

By: Ronald W Cegnar
Ronald Cegnar, as Trustee under the Last Will and Testament of Lewis William Cegnar

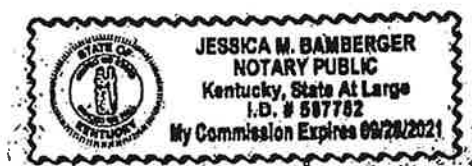
Dated: _____

By: _____
Cindy Cegnar, as Trustee under the Last Will and Testament of Lewis William Cegnar

STATE OF KENTUCKY)
County of FAYETTE) ss.

On this 17 day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared RONALD CEGNAR, as Trustee under the Last Will and Testament of Lewis William Cegnar, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.



Jim McRae
NOTARY PUBLIC FOR KENTUCKY
Residing at Lexington, KY
My Commission Expires 09/28/2021

QUITCLAIM DEED-2

See legal description contained in Exhibit A which is attached hereto and incorporated by reference.

Together with all and singular the tenements, hereditaments, and appurtenances.

Together with all water, water rights, ditches, and rights of way for ditches appurtenant thereto or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Grantees, and to their heirs and assigns forever.

This Quitclaim Deed shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, administrators, personal representatives, successors, and permissible assigns.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hand and seal.

Dated: _____

By: _____
Ronald Cegnar, as Trustee under the Last
Will and Testament of Lewis William Cegnar

Dated: 12-17-20

By: Cindy M Cegnar
Cindy Cegnar, as Trustee under the Last Will
and Testament of Lewis William Cegnar

STATE OF KENTUCKY)
) ss.
County of _____)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared RONALD CEGNAR, as Trustee under the Last Will and Testament of Lewis William Cegnar, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

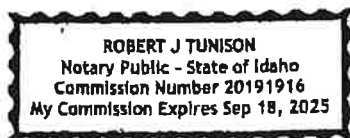
NOTARY PUBLIC FOR KENTUCKY
Residing at _____
My Commission Expires _____

QUITCLAIM DEED-2

STATE OF IDAHO)
) ss.
County of Canyon)

On this 17 day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared CINDY CEGNAR, as Trustee under the Last Will and Testament of Lewis William Cegnar, 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.



RJ Tunison
NOTARY PUBLIC FOR IDAHO
Residing at Caldwell, Idaho
My Commission Expires 9-18-25

QUITCLAIM DEED-3

EXHIBIT A

TRACT 1:

Parcel A:

The West Half of the Northwest Quarter of Section 34, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho

Parcel B:

The West 345 feet of the East Half of the Northwest Quarter of Section 34, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho

Parcel C:

The East Half of the Northwest Quarter of Section 34, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, LESS the West 345 feet thereof

Parcel D:

That part of the West Half of the Northeast Quarter of Section 34, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, lying West of the A C Lateral.

EXHIBIT B

LAST WILL AND TESTAMENT
OF
LEWIS WILLIAM CEGNAR

FILED
A.M. 4:30 P.M.

MAR 10 1937

BARBARA JAYO, CLERK
Barbara Jayo

I, LEWIS WILLIAM CEGNAR, of Homedale, Owyhee County, Idaho, ~~over~~ the age of eighteen (18) years, being of sound and disposing mind and memory, and not acting under duress, menace, fraud or the undue influence of any person whomsoever, do make, publish and declare this my Last Will and Testament, in manner following, that is to say:

ARTICLE FIRST

I direct that my body be decently buried, with proper regard to my station in life and the circumstances of my estate.

ARTICLE SECOND

I direct that my Executrix or Executor, hereinafter named, as soon as she or he has sufficient funds in her or his hands, pay my funeral expenses and the expenses of my last illness and all of my just debts and obligations.

I further direct that all taxes levied by the United States of America, or any state, upon my estate or upon the inheritances by the devisees hereunder shall be paid, insofar as possible, out of the assets of my estate.

ARTICLE THIRD

Section 1. In the event my wife, Ethel Agnes Cegnar, now of Homedale, Idaho, shall survive me, I devise to my wife absolutely and to her heirs and assigns forever, all of my property of whatsoever kind or nature except the property described in Article Fourth herein.

Section 2. In the event my said wife, Ethel Agnes

Lewis William Cegnar

Exhibit B to Quitclaim Deed - Page 1 of 7

Page One

MAN 029

Cegnar, shall not survive me, I devise to my children herein-
after named all of the property referred to in Section 1
of this Article Third, to each an undivided one-half (1/2)
interest therein, share and share alike.

ARTICLE FOURTH

Section 1. I hereby devise to the Board of Trustees
(whose membership is named and shall be maintained as provided
in Section 2 of this Article), in trust, upon the trusts and
for the objects and purposes as provided in this Article,
the following described property, to wit:

- (a) All of my right, title and interest in and to
the following described real property:

The West Half of the Northwest Quarter of Section
34; Township 3 North, Range 5 West of the Boise
Meridian, in Owyhee County, Idaho; AND

The West 345 feet of the East Half of the North-
west Quarter of Section 34, Township 3 North,
Range 5 West of the Boise Meridian, in Owyhee
County, Idaho;

ALSO:

The East Half of the Northwest Quarter of Section
34, Township 3 North, Range 5 West of the Boise
Meridian, in Owyhee County, Idaho, less the West
345 feet thereof; AND

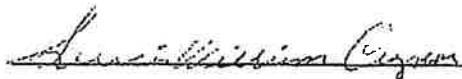
That part of the West Half of the Northeast Quarter
of Section 34, Township 3 North, Range 5 West of
the Boise Meridian, in Owyhee County, Idaho, lying
West of the A C Lateral;

Together with all water, water rights, ditches and
rights of way for ditches appurtenant thereto or
in anywise appertaining;

Together with all and singular the tenements, here-
ditaments and appurtenances thereunto belonging or
in anywise appertaining;

RESERVING, HOWEVER, to my said wife, Ethel Agnes
Cegnar, the right to use and occupy during her
lifetime the residence buildings occupied by
us at the time of my death;

- (b) All of my interest in farm machinery and
equipment; and



(c) All of my interest in bee boards.

Section 2. The initial membership of the Board of Trustees referred to in Section 1 of this Article shall by my said wife, Ethel Agnes Cegnar; my son, Ronald William Cegnar, now of Caldwell, Idaho; and Mary Jesenko, now of Eomedale, Idaho.

The Board of Trustees, the initial members of which are herein appointed, shall be composed of three members and shall be self-perpetuating, in that upon the death, refusal to act or resignation of any member of that Board, a successor shall immediately be appointed and designated by the remaining members of the Board of Trustees. The persons so appointed shall have the same powers and authority in all respects, discretionary and otherwise, as are given the original members of the Board of Trustees under the provisions of this Last Will and Testament, subject to the assumption by them of the duties, restrictions and limitations imposed by this Last Will and Testament upon the original members of the Board of Trustees.

Section 3. The Board of Trustees shall be authorized and directed to administer said trust and shall have the duties, powers and responsibilities as provided under the Uniform Trustees' Powers Act of the State of Idaho.

Section 4. After deducting from the gross income to said trust estate as hereinabove established, proper charges and expenses incident to the administration of said trust, the net income thereafter remaining shall annually be paid over and distributed to my wife, Ethel Agnes Cegnar, during her lifetime.

Section 5. The Trustees are also authorized to pay to my said wife during her lifetime, from the principal of the trust, such amounts as she may from time to time request

Ronald William Cegnar

in writing, not exceeding in any calendar year the sum of Five Thousand Dollars (\$5,000.00). This right of withdrawal is noncumulative so that if my said wife does not withdraw during any calendar year the full amount to which she is entitled under this provision, her right to withdraw the amount not withdrawn shall lapse as of the end of the calendar year.

Section 6. In the event my said wife, Ethel Agnes Cegnar, shall not survive me, or upon her subsequent death, and after deducting from the gross income from said trust estate as hereinabove established, proper charges and expenses incident to the administration of said trust, the net income thereafter remaining shall annually be paid over and distributed to the conservators of the estate of my daughter, Cindy Marie Cegnar, until my said daughter attains her eighteenth birthday and thereafter to my said daughter until she attains her twenty-second birthday, said income to be used for the care, maintenance and support and advanced education of my said daughter.

Section 7. In the event my said wife, Ethel Agnes Cegnar, shall not survive me or upon her subsequent death, and after my said daughter, Cindy Marie Cegnar, shall have attained her twenty-second birthday, said trust estate shall be distributed to my children in the following manner, to wit: To my said son, Ronald William Cegnar, and to my said daughter, Cindy Marie Cegnar, now of Bomedale, Idaho, to each an undivided one-half (1/2) interest therein, share and share alike.

Section 8. Upon completion of the final distribution and delivery of the property and assets of the trust estate in the manner as provided herein, the trust shall thereupon terminate and the Trustee shall from thenceforth be relieved from any further obligations or duties in that capacity.

Ronald William Cegnar

ARTICLE FIFTH

In the event either of my said children shall die before receiving all of his or her share of my estate, then any part thereof not then distributed shall be distributed to his or her then living lawful issue. If there are no such issue of said deceased child, then said share shall go to and be distributed to my remaining living child.

ARTICLE SIXTH

In the event my said wife, Ethel Agnes Cegnar, shall not survive me, and in the further event that my said daughter, Cindy Marie Cegnar, shall not have attained the age of majority at the time of my death, then and in that event, I hereby nominate and appoint my said son, Ronald William Cegnar, and his wife, Eileen Cegnar, as guardians of the person and conservators of the estate of my said daughter, Cindy Marie Cegnar.

In the event my said son, Ronald William Cegnar, is unable to serve as said guardian and conservator, then and in that event, I hereby nominate and appoint my sister, Mary Jesenko, now of Homedale, Idaho, as guardian of the person and conservator of the estate of my said daughter, Cindy Marie Cegnar.

ARTICLE SEVENTH

I hereby nominate and appoint my said wife, Ethel Agnes Cegnar, as Executrix of this, my Last Will and Testament, and direct that she shall be permitted to qualify and serve without giving bond.

In the event my said wife, Ethel Agnes Cegnar, shall not survive me or shall for any other reason fail, refuse or neglect to qualify and serve as Executrix, then and in that

Louis William Cegnar

event, I hereby nominate and appoint my said son, Ronald William Cegnar, as Executor of this, my Last Will and Testament, and provide that he shall be permitted to qualify and serve without giving bond.

ARTICLE LASTLY

I hereby revoke all former Wills and testamentary dispositions by me at any time heretofore made.

IN WITNESS WHEREOF, I, LEWIS WILLIAM CEGNAR, have hereunto set my hand and seal at Caldwell, Canyon County, Idaho, this 11th day of December, 1979, in the presence of Sheri Strong and Carol Jones, whom I have requested to become attesting witnesses.

Lewis William Cegnar

WITNESSES:

Sheri Strong
Residing at Caldwell, Idaho

Carol Jones
Residing at Caldwell, Idaho

Lewis William Cegnar

I, LEWIS WILLIAM CEGNAR, the testator, sign my name to this instrument this 11th day of December, 1979, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

Lewis William Cegnar
Testator

We, Sheri Strong and Carol Jones, the witnesses, sign our names to this instrument, and being first duly sworn, do hereby declare to the undersigned authority that the testator signs and executes this instrument as his last will and that he signs it willingly, and that each of us, in the presence and hearing of the testator, hereby signs this will as witness to the testator's signing, and that to the best of our knowledge, the testator is eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

Sheri Strong
Witness

Carol Jones
Witness

STATE OF IDAHO)
County of Canyon) ss.

Subscribed, sworn to, and acknowledged before me by LEWIS WILLIAM CEGNAR, the testator, and subscribed and sworn to before me by Sheri Strong and Carol Jones, witnesses, this 11th day of December, 1979.

Patricia Alexander
Notary Public for Idaho
Residing at Caldwell, Idaho

(SEAL)

Instrument # 304786

MURPHY, OWYHEE, IDAHO

9-21-2020 09:36:25 AM No. of Pages: 3

Recorded for: DAVID L. WHITNEY, PA

ANGELA BARKELL

Ex-Officio Recorder Deputy

Index to: DEED, QUIT-CLAIM

Fee: 15.00

QUITCLAIM DEED

FOR VALUE RECEIVED RONALD CEGNAR, Personal Representative of the Estate of Ethel Agnes Cegnar, of 1208 Sheffield Place, Lexington, Kentucky 40509-2034; hereinafter called the first party, does by these presents remise, release and forever QUITCLAIM unto RONALD CEGNAR, a married man as his sole and separate property, of 1208 Sheffield Place, Lexington, Kentucky 40509-2034, and CINDY CEGNAR, an unmarried woman, of 3493 Thompson Road, Homedale, Idaho 83628, equally, hereinafter called the second parties, and to their heirs and assigns, the decedent's interest in the following described real property, situated in Owyhee County, State of Idaho, to-wit:

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

Together with all and singular the tenements, hereditaments and appurtenances.

Together with all water, water rights, ditches and rights of way for ditches appurtenant thereto or in anywise appertaining.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the second parties, and to their heirs and assigns forever.

This Deed shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, administrators, personal representatives, successors and permissible assigns.

IN WITNESS WHEREOF, the said first party has hereunto set its hand and seal.

QUITCLAIM DEED - 1

Dated: 9-14-2020

THE ESTATE OF ETHEL AGNES CEGNAR

By *Ronald Cegnar*
Ronald Cegnar,
Personal Representative

STATE OF KENTUCKY, County of Fayette) ss

On this 14 day of September, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared RONALD CEGNAR, known to me to be the Personal Representative of the ESTATE OF ETHEL AGNES CEGNAR, who executed the foregoing document and acknowledged to me that he executed the same as said Personal Representative.

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

Derrick R. Hall
Notary Public
Residing at: 1824 Alhambra Dr. Lexington, KY 40509
My commission expires: 2/6/23

DERRICK R. HALL
Notary Public
Kentucky - State at Large
My Commission Expires Feb 6, 2023

QUITCLAIM DEED - 2

MAN 037

EXHIBIT A

TRACT 1:

Parcel A:

The West Half of the Northwest Quarter of Section 34, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho

Parcel B:

The West 345 feet of the East Half of the Northwest Quarter of Section 34, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho

Parcel C:

The East Half of the Northwest Quarter of Section 34, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, LESS the West 345 feet thereof

Parcel D:

That part of the West Half of the Northeast Quarter of Section 34, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, lying West of the A C Lateral.

TRACT 2:

Parcel A:

All that part of the Southwest Quarter of the Southwest Quarter of Section 27, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, lying south of the right-of-way of the Mule Creek Drain ditch as now constructed.

Parcel B:

A strip of land 265 feet wide along the west side and south of the right-of-way of the Mule Creek Drain of the Southeast Quarter of the Southwest Quarter of Section 27, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho.

Parcel C:

The following describes a parcel of real property lying in a portion of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), of Section 27, Township 3 North, Range 5 West, Boise Meridian, Owyhee County, Idaho, being more particularly described as follows:

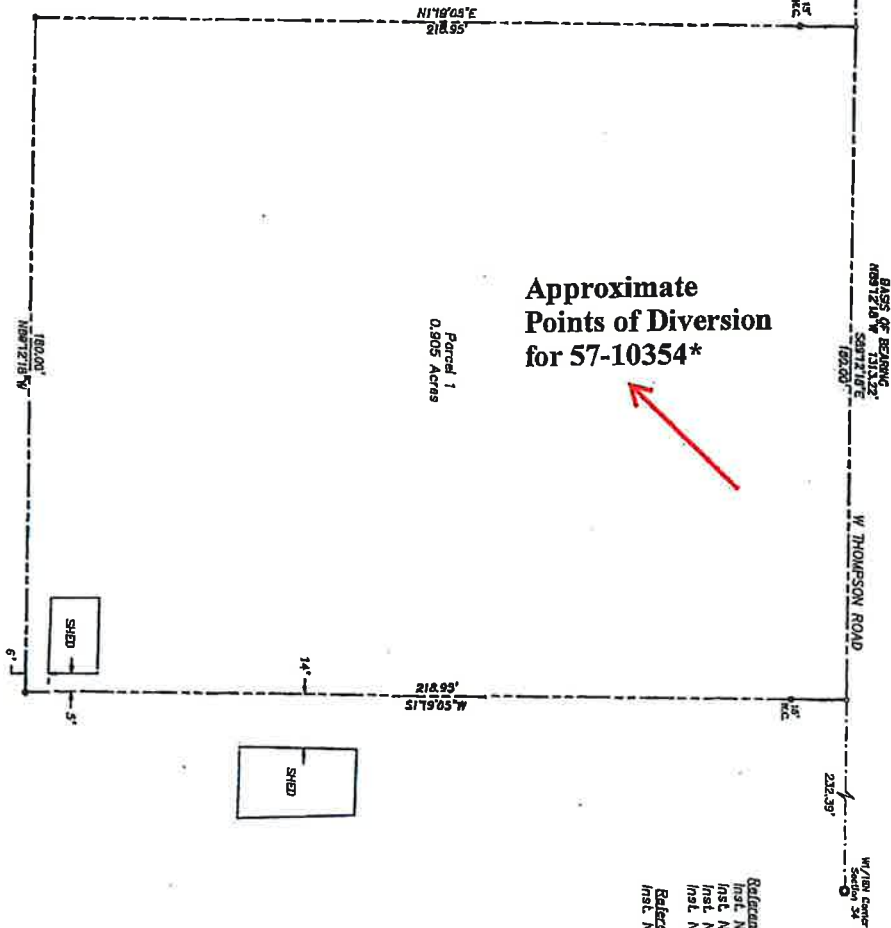
Commencing at the South Quarter Corner of said Section 27, marked by a set 5/8" iron pin, PLS 5710; thence, along the Southerly boundary of said SE1/4SW 1/4, North 89°12'19" West, 921.62 feet, to set 5/8" iron pin, PLS 5710, the POINT OF BEGINNING; thence, continuing along said Southerly boundary, North 89°12'19" West, 126.50 feet to a set 5/8" iron pin, PLS 5710; thence, departing said Southerly boundary, along a line parallel with and 265.00 feet Easterly of the Westerly boundary of said SE1/4SW1/4,

EXHIBIT A

North 00°05'51" East, 1316.80 feet to the centerline of the Mule Creek Drain; thence, along the centerline of said Mule Creek Drain,
North 50°48'47" East, 7.47 feet, to the Northerly boundary of said SE1/4SW1/4; thence, along said Northerly boundary,
South 89°11'22" East, 120.73 feet to a set 5/8" iron pin, PLS 5710; thence, departing said Northerly boundary, along a line parallel with the Westerly boundary of said SE1/4SW1/4 and along an existing barbed wire fence,
South 00°05'51" West, 1321.57 feet, to the POINT OF BEGINNING.

RECORD OF SURVEY A PORTION OF THE NW 1/4 NW 1/4 OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 5 WEST, BOISE MERIDIAN OWHIEE COUNTY, IDAHO

*The domestic water is used on Parcel 1 and the stockwater is used to the East of Parcel 1 as depicted on this Record of Survey



Approximate
Points of Diversion
for 57-10354*

Reference Survey:
Inst. No. 282705
Inst. No. 264377
Inst. No. 219020
Inst. No. 202636
Reference Date:
Inst. No. 504755

LEGEND

- BRASS CAP MONUMENT - FOUND
- 5/8" REBAR - FOUND
- 1/2" x 24" REBAR - SET
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- SECTION/AUDITOR PART LINE
- W.C. WITNESS CORNER

Surveyor's Note:
This survey was performed at the request of Ron Cegnar to establish the boundary of Parcel 1, as shown on the map. The parcel was then split of the direction of the client.

CERTIFICATION

I, Thomas J. Wadell, 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 personal supervision and that I am a duly qualified and licensed Professional Land Surveyor, and that it is in conformity with the provisions of the Idaho Code 55-1601 through 55-1612.



RON CEGNAR

INDEX No. 34-01-4-0-00-00	
SURVEY FOR	
Drawn By: ZCL	Skinner
Date: Oct. 8, 2020	Land Survey
Surveyed By: ZCL	17942 S. 2nd St. Boise, ID 83702
	Call: (208) 454-0833
	WWW.SKINNERSLANDSURVEY.COM
Job No. SE26520	



Brad Little
Governor

State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Gary Spackman
Director

July 08, 2021

CEGNAR LAND LLC
1208 SHEFFIELD PL
LEXINGTON KY 40509-2034

Re: Change in Water Right Ownership: 57-10354 (split into 57-12071), 57-10355, 57-10356

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Water right nos. **57-10355** and **57-10356** have been changed to your ownership in their entirety. Water right no. **57-10354** has been split, and the stockwater portion of the water right has been assigned to your ownership under the original water right no. **57-10354**.

Your portion of each water right has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 334-2190.

Sincerely,

Lynne Evans
Office Specialist II

Enclosure

RECEIVED

MAR 15 2021

WATER RESOURCES
WESTERN REGION

Tunison Law, PLLC

Robert J. Tunison, Esq.
110 N 9th Ave – P.O. Box 26
Caldwell, ID 83606-0026
p. (208) 459-3659
f. (208) 459-9067
robert@tunisonlaw.com

March 12, 2021

DELIVERED VIA U.S. MAIL (Postage Prepaid)

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082

RE: Notice of Change in Water Right Ownership

To whom it may concern:

Enclosed please find copies of the following:

- Notice of Change in Water Right Ownership (Cegnar Land LLC)
- Notice of Change in Water Right Ownership (Cindy Cegnar)
- Survey depicting diversion and place of use for Right 57-10354 after split
- Conveyance documents
- Check in amount of \$150.00

-Water right 57-10354 is being split so that Cegnar Land LLC will be the owner of the stock water portion of the right and Cindy Cegnar will be the owner of the domestic portion of the right. The attached Survey shows the approximate points of diversion and the place of use for 57-10354. The diversion point and place of use for water rights 57-10355 and 57-10356 are unchanged and the new owner is Cegnar Land LLC.

Please let me know if you have any questions or need additional documents.

Sincerely,

Tunison Law, PLLC


Robert J. Tunison, Esq.

cc: File/Client