

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

Notice of Change in Water Right Ownership

JAN 23 2024

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?
34-136 OK	Yes ☐	Yes ☐	34-599 OK	Yes ☐	Yes ☐
34-282A OK	Yes ☐	Yes ☐	34-826 BOK	Yes ☐	Yes ☐
34-498 OK	Yes ☐	Yes ☐	34-2312 OK	Yes ☐	Yes ☐
34-594 OK	Yes ☐	Yes ☐	34-7076 OK	Yes ☐	Yes ☐
34-598 OK	Yes ☐	Yes ☐	34-10885 OK	Yes ☐	Yes ☐

2. Previous Owner's Name:

Last Ranch Antelope / Last Ranch 311
Name of current water right holder/claimant

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

Mark Ens2

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

3760 N US HWY 93

Moore

ID

83255

Mailing address

City

State

ZIP

806 333 6669

markens247@gmail.com

Telephone

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 1-18-24

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):
 ☒ \$25 per *undivided* water right.
 ☐ \$100 per *split* water right.
 ☐ 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:

[Signature]
Signature of new owner/claimant

Title, if applicable

1-23-24
Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by M. Petter Date 1-23-24

Receipt No. E049748

Receipt Amt. 275.00

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 JB/JC

Processed by JB

Date 1/30/2024

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 23 2024

Notice of Change in Water Right Ownership

Department of Water Resources
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. 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?
24-10891	Yes ☐	Yes ☐		Yes ☐	Yes ☐
24-10891 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name:

Last Ranch Antelope / Last Ranch 311
Name of current water right holder/claimant

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

Mark Ensz
New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

3760 N US HWY
Mailing address

Moore
City

ID
State

83255
ZIP

806 333 6669
Telephone

markensz47@gmail.com
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: 1-18-24

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):
 ☐ \$25 per *undivided* water right.
 ☐ \$100 per *split* water right.
 ☐ 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:

[Signature]
Signature of new owner/claimant

Title, if applicable

1-23-24
Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 _____ Processed by _____ Date _____

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

Recording Requested By and
When Recorded Return to:

Mark Ensz
P.O. Box 162
Hartley, Texas 79044

File # 812995/652134

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

This Special Warranty Deed is made this 16th day of January, 2024, between Ronald Ambrose, a married man dealing with his sole and separate property, Robert Shillington, an unmarried man, John Lezamiz, a married man dealing with his sole and separate property, and Jody Tremblay, an unmarried woman, as collective tenants in common, (collectively "Grantor"), and Mark Ensz and Melanie Ensz, husband and wife, whose mailing address is P.O. Box 162, Hartley, Texas 79044 ("Grantee"), witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, grant, bargain, sell and convey unto Grantee and its successors and assigns forever, all the following described real estate situated in the County of Custer, State of Idaho ("Premises"):

SEE SCHEDULE I ATTACHED HERETO AND INCORPORATED HEREIN

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the Premises, as well in law as in equity, except as expressly provided otherwise herein.

Grantor's covenants or warranties with respect to title, express or implied, are those, and only those, implied by use of the word "grant" as set forth in Idaho Code § 55-612 and that the Premises is free from all monetary liens or monetary encumbrances created, granted, caused or suffered by Grantor. Excepting all monetary liens created, granted, caused or suffered by Grantor, the grant herein is subject to (i) reservations or restrictions in federal patents or state or railroad deeds or in laws providing for such patents or deeds; (ii) building or use restrictions, building and zoning regulations and ordinances of any governmental entity; (iii) location in a special flood hazard area; (iv) the lien of real property taxes not yet due and payable; (v) all tenancies, leases, easements, rights of way, claims of easements, covenants, restrictions and encumbrances that would be disclosed by or apparent from an ALTA survey or a visual inspection of the Premises; (vi) all matters of record; and (vii) those items identified in Schedule II, attached hereto and incorporated herein.

THE PREMISES IS SOLD AND CONVEYED TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, INCLUDING BOTH LATENT AND PATENT DEFECTS. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY GRANTOR CONCERNING THE PREMISES. GRANTEE, BY ACCEPTING THIS DEED, RELEASES GRANTOR FROM ANY AND ALL LIABILITY RELATING TO ANY ASPECT (EXCEPT THE WARRANTIES AND COVENANTS IN THE PRECEDING PARAGRAPH) OR CONDITION OF THE PREMISES, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ACTUAL OR CONTINGENT, ARISING BY STATUTE, COMMON LAW OR OTHERWISE.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Special Warranty Deed has been duly executed by and on behalf of Grantor as of the date first set forth above.

GRANTOR:

Robert Shillington by Jody Tremblay, as is his
 Robert Shillington *attorney in fact*
 By Jody Tremblay as his attorney in fact.

STATE OF IDAHO)
) ss.
 County of Twin Falls)

On this 18th day of January, 2024, before me, Nancy Tellez,
 a Notary Public in and for said state, personally appeared Jody Tremblay, known or identified to me to be the person whose name is subscribed to the foregoing instrument as the attorney in fact of Robert Shillington, and acknowledged to me that she subscribed the name of Robert Shillington thereto as principal and her own name as attorney in fact.

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



Nancy Tellez
 Notary Public for Idaho
 Residing at Murtanigh
 My commission expires 12-5-2029

GRANTOR:

John Lezamiz, by Jody Tremblay, as his attorney in fact.
 John Lezamiz
 By Jody Tremblay as his attorney in fact.

STATE OF IDAHO)
) ss.
 County of Twin Falls)

On this 18th day of January, 2024, before me, Nancy Teller,
 a Notary Public in and for said state, personally appeared Jody Tremblay, known or identified to
 me to be the person whose name is subscribed to the foregoing instrument as the attorney in fact
 of John Lezamiz, and acknowledged to me that she subscribed the name of John Lezamiz thereto
 as principal and her own name as attorney in fact.

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



Nancy Teller
 Notary Public for Idaho
 Residing at Murtanah
 My commission expires 12-5-2029

GRANTOR:

Ronald Ambrose by Jody Tremblay as his
 Ronald Ambrose *Attorney in fact*
 By Jody Tremblay as his attorney in fact.

STATE OF IDAHO)
) ss.
 County of Twin Falls)

On this 18th day of January, 2024, before me, Nancy Teller,
 a Notary Public in and for said state, personally appeared Jody Tremblay, known or identified to
 me to be the person whose name is subscribed to the foregoing instrument as the attorney in fact
 of Ronald Ambrose, and acknowledged to me that she subscribed the name of Ronald Ambrose
 thereto as principal and her own name as attorney in fact.

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



Nancy Teller
 Notary Public for Idaho
 Residing at Murtaugh
 My commission expires 12-3-2029

Jody Tremblay
Jody Tremblay

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 18th day of January, 2024, before me, Nancy Tellez,
a Notary Public in and for said state, personally appeared Jody Tremblay, known or identified to
me to be the person whose name is subscribed to the foregoing 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.



Nancy Tellez
Notary Public for Idaho
Residing at Murtaugh
My commission expires 12-5-2029

SCHEDULE I**Parcel 1:**

Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho.

Section 23: The East Half of the East Half lying East of the U.C. Canal and South of the following described line:

Beginning at a point that is South 817.26 feet along the section line from the Northeast corner of said Section 23; running thence

South 84°12'25" West 325.96 feet; to a set iron rod; thence

South 84°42'46" West 787.29 feet to the centerline of the U.C. Canal.

Parcel 2:

Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho.

Section 24: West Half of the Northwest Quarter and the Southwest Quarter of Section 24, lying West of U.S. Highway 93 and South of the following described line:

Beginning at a point that is South 817.26 feet along the section line from the Northwest corner of said Section 24; running thence

North 84°12'15" East 394.97 feet to a set iron pin; thence

South 79°46'38" East 308.55 feet to a set iron pin, on the Westerly right-of-way line of U.S. Highway 93.

Parcel 3:

Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho.

Section 25: Northeast Quarter; Northwest Quarter; Southwest Quarter lying East of the Big Lost River irrigation canal right of way, excepting therefrom the following described tract:

Commencing at the South quarter corner of said Section 25; thence

North 0°30' West 1283.1 feet; thence

South 89°26' West 2097.1 feet; thence

South 35°29' West 368.1 feet; thence

South 13°03' East 163.0 feet; thence

South 38°34" East 401.2 feet; thence

South 41°25' East 656.5 feet; thence

North 89°55' East 1600.7 feet, more or less to the Point of Beginning.

ALSO EXCEPTING THEREFROM: highway right of way and railroad right of way.

SCHEDULE II

1. Rights or claims of parties in possession not shown by the public records.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
5. Special assessments, if any, for the City of Moore.
6. Special assessments for Local Improvement District(s) of the City of Moore.
7. Levies and assessments of the Big Lost River Irrigation District, and the rights, powers and easements of said district as by law provided.
8. Levies and assessments of the Big Lost River Ground Water District, and the rights, powers and easements of said district as by law provided.
9. Liens, levies and assessments of the Lost River Electric Cooperative, Inc.
10. Ditch, road and public utility easements as the same may exist over said Land.
11. Right, title and interest of the public in and to those portions of the Land lying within roads or highways.
12. Right-of-way for Big Lost River Canal, a.k.a. Three in One Ditch, and the rights of access thereto for maintenance of said canal/ditch.
13. Right-of-way for U.C. Canal and the rights of access thereto for maintenance of said canal.
14. United States Patent, recorded February 22, 1898, Book 1 at Page 88, Official Records of Custer County.
15. United States Patent, recorded January 10, 1907, Book 6 at Page 41, Official Records of Custer County.
16. Easement, recorded July 6, 1910, Book 9, Page 272.

17. United States Patent, recorded December 20, 1911, Book 6 at Page 261, Official Records of Custer County.
18. United States Patent, recorded September 28, 1912, Book 6 at Page 288, Official Records of Custer County.
19. United States Patent, recorded August 19, 1914, Book 6 at Page 365, Official Records of Custer County.
20. United States Patent, recorded October 11, 1917, Book 6 at Page 557, Official Records of Custer County.
21. United States Patent, recorded April 20, 1920, Book 6 at Page 358, Official Records of Custer County.
22. United States Patent, recorded July 10, 1924, Book 16 at Page 178, Official Records of Custer County.
23. United States Patent, recorded February 1, 1951, Book 30 at Page 369, Official Records of Custer County.
24. United States Patent, recorded July 14, 1973, Instrument No. 135701, Official Records of Custer County.
25. Agreement, recorded November 20, 1975, Instrument No. 141298, Official Records of Custer County.
26. Agreement, recorded June 3, 1987, Instrument Nos. 185050, 185054, and 185055, Official Records of Custer County.
27. Agreement, recorded December 6, 2023, Instrument No. 198893, Official Records of Custer County, as amended by, Instrument No. 223149, Official Records of Custer County.
28. Agreement, recorded June 21, 1991, Instrument No. 198894, Official Records of Custer County, as amended by Instrument No. 213967, Instrument No. 223150, and Instrument No. 223159, Official Records of Custer County.
29. Agreement, recorded August 13, 1991, Instrument No. 199860, Official Records of Custer County, as amended by Instrument No. 223151, Official Records of Custer County.
30. Agreement, recorded March 25, 1996, Instrument No. 210696, Official Records of Custer County, as amended by Instrument No. 223152, Official Records of Custer County.
31. Assignment and Assumption of Right of Way, recorded December 13, 1996, Instrument No. 212572, Official Records of Custer County.

32. Agreement, recorded September 19, 1997, Instrument No. 214244, Official Records of Custer County, as amended by Instrument No. 223153, Official Records of Custer County.
33. Order, recorded May 22, 2001, Instrument No. 222751, Official Records of Custer County.
34. Record of Survey, recorded August 26, 2008, Instrument No. 239421, Official Records of Custer County.
35. Agreement, recorded May 1, 2012, Instrument No. 245581, Official Records of Custer County.
36. Record of Survey, recorded February 12, 2012, Instrument No. 246917, Official Records of Custer County.
37. Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term.



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

January 30, 2024

MARK ENSZ
MELANIE ENSZ
3760 N US HIGHWAY 93
MOORE ID 83255-8725

Re: Change in Ownership for Water Right No(s): 34-136, 34-282A, 34-498, 34-594, 34-598, 34-599, 34-826B, 34-2312, 34-7076, 34-10885, 34-10891

Dear Water Right Holder(s):

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

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) 497-3787.

Sincerely,

Jonie Bailly
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 34
BIG LOST RIVER GROUND WATER DISTRICT