

RECEIVED

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

JUL 27 2023

DEPARTMENT OF  
WATER RESOURCES

## 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, of the instructions. DE

| Water Right/Claim No. | Split?                                  | Leased to Water Supply Bank? | Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? |
|-----------------------|-----------------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 15-4177               | Yes <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| <i>no split</i>       | Yes <input type="checkbox"/>            | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/>            | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/>            | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/>            | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: EVAN E JONES

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): RICHARD D JONES

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or7271 N. HULBERTFRESNOCA93711

Mailing address

City

State

Zip

559-431-4404TOMWENDI@HOTMAIL.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: March 19, 1985
6. Do you own the land identified as the water right place of use? ☒ Yes ☐ No
- ☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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: Richard Jones md Title, if applicable \_\_\_\_\_ Date 7/24/2023
- Signature of new owner/claimant
- Richard Jones md Print name

Signature: \_\_\_\_\_ Title, if applicable \_\_\_\_\_ Date \_\_\_\_\_

Signature of new owner/claimant

Print name

Received by M Date 7.23-23 For IDWR Office Use Only: Receipt No. C116805 Receipt Amt. \$100

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 gmk Date 10-25-23

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 27 2023

DEPARTMENT OF  
WATER RESOURCES

## 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, of the instructions.

| Water Right/Claim No. | Split?                                  | Leased to Water Supply Bank? | Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? |
|-----------------------|-----------------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 15-4177               | Yes <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| <i>no split</i>       | Yes <input type="checkbox"/>            | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/>            | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/>            | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/>            | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: MRS IVAN SCHWARTZ  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): RICHARD D JONES  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 7271 N. HULBERT FRESNO CA 93711  
Mailing address City State Zip  
559-431-4404 TOMWENDI@HOTMAIL.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: August 29, 2002
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐  
o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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: Richard Jones 7/27/2023  
Signature of new owner/claimant Title, if applicable Date  
Richard Jones mo  
Print name

Signature: \_\_\_\_\_  
Signature of new owner/claimant Title, if applicable Date  
Print name

Received by W Date 7-27-23 For IDWR Office Use Only: Receipt No. C116804 Receipt Amt. \$100  
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 10-25-23

Instrument # 159184

MALAD, ONEIDA, IDAHO

3-12-2020 11:00:00 AM No. of Pages: 4

Recorded for : FULLER & FULLER, PLLC

MATTHEW L COLTON

Ex-Officio Recorder Deputy Fee: 15.00

## QUITCLAIM DEED

FOR VALUE RECEIVED

RICHARD D. JONES,

does hereby convey, release, remise and forever quit claim unto

RICHARD D. JONES, as Surviving Trustee, or his successors in trust, under the RICHARD D. AND MAXINE R. JONES 2011 TRUST by trust Agreement dated the 2<sup>nd</sup> day of March, 2011 and any amendments thereto,

whose current address is: 7271 North Hulbert, Fresno, California, 93711,

the following described premises, in Oneida County, Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD, all and singular the said real property, together with all appurtenances, tenements, hereditaments, reversions, remainders, rents, issues, profits, rights-of-way, and water rights in anywise appertaining to the real property herein described, as well as in law as in equity, unto Grantee, and to his heirs and assigns forever.

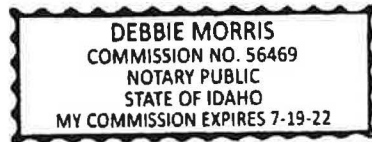
DATED: March 6, 2020.

  
RICHARD D. JONES

1 5 9 1 8 4

STATE OF IDAHO       )  
                                  )  
County of Franklin     )

One this 6<sup>th</sup> day of March, 2020, before, me the undersigned, a Notary Public in and for said State, personally appeared, RICHARD D. JONES, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that he executed the same.



Debbie Morris  
NOTARY PUBLIC for State of Idaho

**EXHIBIT "A"**

Real Property located in Oneida County, Idaho:

**Parcel 1:**

Commencing at a point 27 rods 4.75 feet East of the Southwest Corner of the Northwest quarter of Section 17, Township 14 South, Range 36 East, Boise Meridian; thence running North 16°00' East 37.5 rods to the South bank of the Malad Valley Irrigation Co's ditch, thence South 60°15' East along the South bank of said ditch 10.0 rods, thence South 15°00' West 31.5 rods, thence West 10 rods 15.5 feet to the place of beginning.

**Parcel 2:**

Commencing at a point 86  $\frac{2}{3}$  rods East of the Northwest Corner of the SW1/4 of Section 17, Township 14 South, Range 36 East, Boise Meridian, thence running South 160 rods; thence East 36.667 rods; thence North 151.334 rods; thence West 3.64 rods; thence North 8.667 rods; thence West 33.027 rods to the point of beginning; ALSO,

Commencing at the Southwest Corner of the E1/2NW1/4 of Section 17, Township 14 South, Range 36 East, Boise Meridian; thence running East 11 rods; thence North 20 rods; thence West 11 rods; thence South 20 rods to the point of beginning; ALSO,

Commencing East 65 rods 7 feet and 6 inches from a certain stake situated between the SE  $\frac{1}{4}$  of Section 17 and the NE1/4 of Section 18, Township 14 South, Range 36 East, Boise Meridian; running North 20 rods to the South Bank of the Malad Valley Irrigation Company ditch 60  $\frac{1}{4}$ ° East along the South Bank of said ditch 15 rods to intercept first quarter line running South; thence running South 3 chains and 32 links to first one-half mile running West; thence West 18 rods along line running West to point of commencement.

**Parcel 3:**

A parcel of land located in the Southwest quarter of Section 17, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho and more particularly described as follows:

Beginning at the West quarter corner of said Section 17, from which the East quarter corner of Section 17 bears South 89°58'56" East 5275.75 feet;  
Thence South 89°58'56" East 1029.02 feet along the North boundary of the said Southwest quarter;  
Thence South 224.79 feet to the True point of Beginning;  
Thence North 85°49'36" East 275.47 feet'  
Thence South 84°38'12" East 123.40 feet;  
Thence South 00°06'52" East 133.90 feet;  
Thence North 89°28'23" West 397.88 feet;  
Thence North 121.73 feet to the True Point of Beginning.

# WARRANTY DEED

For Value Received

EVAN E. JONES, a widower

the grantor, does hereby grant, bargain, sell and convey unto

RICHARD DENNIS JONES and MAXINE HIRSCHI JONES, husband and wife

whose current address is

7271 No. Hulbert, Fresno, California 93711

the grantees, the following described premises, in Oneida County Idaho, to wit:

Commence at a point 86 2/3 rods East of the Northwest Corner of the SW 1/4 of Section 17, Township 14 South, Range 36 East, Boise Meridian; thence running South 160 rods; thence East 36.667 rods; thence North 151.334 rods; thence West 3.64 rods; thence North 8.667 rods; thence West 33.027 rods to the point of beginning; ALSO,

Commencing at the Southwest Corner of the E 1/2 NW 1/4 of Section 17, Township 14 South, Range 36 East, Boise Meridian; thence running East 11 rods; thence North 20 rods; thence West 11 rods; thence South 20 rods to the point of beginning; ALSO,

Commencing East 65 rods 7 feet and 6 inches from a certain stake situated between the SE 1/4 of Section 17 and the NE 1/4 of Section 18, Township 14 South, Range 36 East, Boise Meridian; running North 20 rods to the South Bank of the Malad Valley Irrigation Company ditch 60° East along the South Bank of said ditch 15 rods to intercept first quarter line running South; thence running South 3 chains and 32 links to first one-half mile running West; thence West 18 rods along line running West to point of commencement.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that he is the owner in fee simple of said premises; that they are free from all incumbrances

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: March 19, 1985.

X Evan E. Jones  
EVAN E. JONES

STATE OF IDAHO, COUNTY OF FRANKLIN  
On this 26th day of April, 1985,  
before me, a notary public in and for said State, personally  
appeared

EVAN E. JONES

known to me to be the person whose name is  
subscribed to the within instrument, and acknowledged to  
me that he executed the same.

Harold L. Lindgren  
Notary Public  
Residing at Preston, Idaho  
Comm. Expires Lifetime

109529  
Microfilm No. May 19 85  
At 9:40 O'clock A.M.  
James H. Lindgren  
Oneida Co. Recorder  
Fee \$ 2.00 Recorded at Request of E. E. Jones

Microfilm No. 133077  
10 Day Sept 2002  
At 2:10 O'clock Shirley Blausell  
Onida Co. Recorder  
Fee \$ 9.00 Recorded at Request of E. R. Scott

**WARRANTY DEED**

VALUE RECEIVED, KEVIN DAVIS SCHWARTZ and CAROLYN SCHWARTZ BARNES, Personal Representatives of the Estate of IVAN WILLIAM SCHWARTZ, deceased, JULIE ESTEP, Personal Representative of the Estate of WILLIAM IVAN SCHWARTZ JR., Deceased; CAROLYN SCHWARTZ BARNES, JANA E SCHWARTZ WOOD; DeLON SCHWARTZ, KEVIN DAVIS SCHWARTZ; OLGA ANN SCHWARTZ WIMP; and RUTH JEAN SCHWARTZ, sole and only heirs at law of CLEO D. SCHWARTZ, Deceased, the GRANTORS, do hereby grant, bargain, sell, convey and confirm unto RICHARD DENNIS JONES and MAXINE R. JONES, husband and wife, the GRANTEES, whose current address is 7271 North Hubert, Fresno, California, 93711, the real property situated in the County of Oneida, State of Idaho, and fully described in the SCHEDULE "A" attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever, and the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that they are free from all encumbrances and that they will Warrant and Defend the same from all lawful claims.

DATED August 29, 2002

Kevin Davis Schwartz  
KEVIN DAVIS SCHWARTZ  
Carolyn Schwartz Barnes  
CAROLYN SCHWARTZ BARNES  
Personal Representatives of the Estate of Ivan William Schwartz, Deceased

Julie Estep  
JULIE ESTEP, Personal Representative of the  
Estate of William Ivan Schwartz Jr., Deceased

Carolyn Schwartz Barnes  
CAROLYN SCHWARTZ BARNES

Janae Schwartz Wood  
JANA E SCHWARTZ WOOD

DeLon Schwartz  
DeLON SCHWARTZ

Kevin Davis Schwartz  
KEVIN DAVIS SCHWARTZ

Olga Ann Schwartz Wimp  
OLGA ANN SCHWARTZ WIMP

Ruth Jean Schwartz  
RUTH JEAN SCHWARTZ

133077

STATE OF WYOMING

COUNTY OF Natrona ss

On this 1 day of Sept, 2002, before me, the undersigned Notary Public in and for said State, personally appeared KEVIN DAVIS SCHWARTZ, known to me to be a Co-Personal Representative of the Estate of IVAN WILLIAM SCHWARTZ, deceased, and acknowledged to me that he executed the same as such Personal Representative and also in his personal capacity.

Amanda Hubbard  
Notary Public  
Residing at 235 Curtis  
My Commission expires July 17, 2005

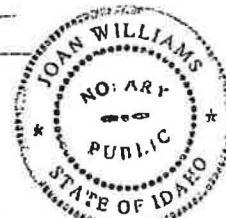


STATE OF IDAHO

COUNTY OF ONEIDA, ss

On this 9th day of a September, 2002, before me, the undersigned Notary Public in and for said State, personally appeared CAROLYN SCHWARTZ BARNES, known to me to be a Co-Personal Representative of the Estate of IVAN WILLIAM SCHWARTZ, deceased, and acknowledged to me that she executed the same as such Personal Representative.

Joan Williams  
Notary Public  
Residing at Malad City, Idaho  
My Commission expires :5-6-03

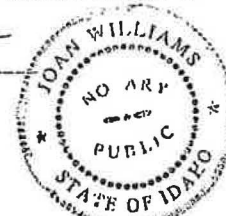


STATE OF IDAHO

COUNTY OF ONEIDA, ss

On this 6th day of September, 2002, before me, the undersigned Notary Public in and for said State, personally appeared JULIE ESTEP, known to me to be the Personal Representatives of the Estate of IVAN WILLIAM SCHWARTZ JR., deceased, and acknowledged to me that she executed the same as such Personal Representative.

Joan Williams  
Notary Public  
Residing at Malad City, Idaho  
My Commission expires :5-6-03



STATE OF IDAHO

COUNTY OF ONEIDA, ss

On this 9th day of September, 2002, before me, the undersigned Notary Public in and for said State, personally appeared:

CAROLYN SCHWARTZ BARNES  
DeLON SCHWARTZ  
RUTH JEAN SCHWARTZ

known to me to be those persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

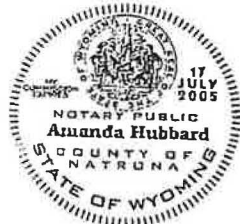
Joan Williams  
Notary Public  
Residing at Malad City, Idaho  
My Commission Expires 5-6-03



STATE OF WYOMING

COUNTY OF Natrona ss

On this 1 day of Sept, 2002, before me, the undersigned Notary Public in and for said State, personally appeared JANA SCHWARTZ WOOD and OLGA ANN SCHWARTZ WIMP, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Amanda Hubbard  
Notary Public  
Residing at 235 Curtis  
My Commission Expires: July 17, 2005

SCHEDULE "A"PARCEL 1:

A parcel of land located in the Southwest quarter of Section 17, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho and more particularly described as follows:

Commencing at the Southwest corner of said Section 17, from which the South quarter corner of Section 17 bears South 89°45'13" East 2640.72 feet; thence South 89°45'13" East 1430.36 feet along the South boundary of said SW¼; thence North 00°06'52" West 33.00 feet to a 5/8" rebar and cap labeled "BRIAN ALLEN, PLS 9163" set on the North right of way line of the St. John Road (Project M.P. 731), the True Point of Beginning; thence North 89°45'13" West 588.91 feet along said right of way line to the beginning of a 815.83 foot radius curve concave to the Northeast; thence Northwesterly along said curve through a central angle of 01°34'18" a distance of 22.38 feet to a 5/8" rebar and cap set at the Southerly extension of a fence line (chord = North 88°58'04" West 22.38 feet); thence North 00°01'37" West 2245.10 feet along said fence line to a 5/8" rebar and cap; thence South 89°28'23" East 607.88 feet to a 5/8" rebar and cap; thence South 00°06'52" East 2242.46 feet to the True Point of Beginning.

PARCEL 2:

A parcel of land located in the Southwest quarter of Section 17, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho, and more particularly described as follows:

Commencing at the Southwest corner of said Section 17, from which the South quarter corner of Section 17 bears South 89°45'13" East 2640.72 feet; thence South 89°45'13" East 514.04 feet along the South boundary of said SW¼; thence North 30.00 feet to a 5/8" rebar and cap labeled "BRIAN ALLEN, PLS 9163", set at the intersection of the Southerly right of way of the St. John Road (Project M.P. 731), and the North right of way line of 1000 North, a County Road, the True Point of Beginning; thence North 89°45'13" West 484.06 feet along the North right of way line to a 5/8" rebar and cap set at the East right of way line of 2100 West, a County Road; thence North 00°01'24" West 137.60 feet along said right of way line to a 5/8" rebar and cap set at a fence line; thence North 89°25'56" East 247.84 feet along said fence line to a 5/8" rebar and cap set on a 881.83 foot radius non-tangent curve concave to the Northeast whose center bears North 40°01'29" East; thence Southeasterly along the Southerly right of way line of said St. John Road through a central angle of 17°59'22" a distance of 276.87 feet to the True Point of Beginning.

PARCEL 3:

A parcel of land located in the Southwest quarter of the Southwest quarter of Section 17, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho and more particularly described as follows:

Commencing at the Southwest corner of said Section 17, from which the South quarter corner of Section 17 bears South 89°45'13" East 2640.72 feet; thence South 89°45'13" East 1430.36 feet along the South boundary of said SW¼; thence North 00°06'52" West 33.00 feet to a 5/8" rebar and cap labeled "BRIAN ALLEN, PLS 9163" set on the North right of way line of the St. John Road (Project M.P. 731); thence North 89°45'13" West 588.91 feet along said right of way line to the beginning of a 815.83 foot radius curve concave to the Northeast; thence Northwesterly along said curve through a central angle of 01°34'18" a distance of 22.38 feet to a 5/8" rebar and cap set at the Southerly extension of a fence line (chord = North 88°58'04" West 22.38 feet), said point being the True Point of Beginning; thence continuing Northwesterly along said curve (right of way line) through a central angle of 32°10'45" a distance of 458.20 feet to a 5/8" rebar and cap (chord = North 72°05'33" West 452.20 feet); thence South 89°45'13" East 430.23 feet to a 5/8" rebar and cap; thence South 00°01'37" East 137.19 feet to the True Point of Beginning.

TOGETHER WITH 3 SHARES OF THE CAPITAL STOCK OF THE MALAD VALLEY IRRIGATION COMPANY AND A 25% INTEREST IN THE RICHARD JONES FARM WELL LOCATED ON THE PROPERTY IDENTIFIED AS ASSESSOR'S TAX #290 SITUATED IN SEC. 17, TWP. 14 S., R. 36E.B.M.

**BOUNDARY LINE AGREEMENT  
AND QUIT CLAIM DEED**

133076

THIS AGREEMENT made and entered into this 1st day of Sept, 2002, by and between Carolyn Schwartz Barnes, Janae Schwartz Wood, DeLon Schwartz, Kevin Davis Schwartz, Olga Ann Schwartz Wimp and Ruth Jean Schwartz; and Kevin Davis Schwartz and Carolyn Schwartz Barnes as Joint Representatives of the Ivan Schwartz Estate; and Julie Estep as General Personal Representative the William Ivan Schwartz, Jr. Estate, whose current address is Malad, Idaho 83252, (hereinafter "FIRST PARTY") and Elden D. Nielsen and Joan T. Nielsen, husband and wife, whose current address is 930 West Samaria Lane, Malad, Idaho 83252, (hereinafter "SECOND PARTY").

**RECITALS**

**I.**

The parties to this agreement are adjoining landowners of parcels of property located and described as follows:

**FIRST PARTY:**

Instr #75756

West 6 2/3 rods of the East half of the SW Quarter, East 30 rods of the West half of the SW quarter of Section 17, Township 14 South, Range 36 East, of the Boise Meridian. Beginning at the SW corner of the SW Quarter of Section 17; thence East 50 rods, North 10 1/3 rods, West 50 rods; thence South 10 1/3 rods to the True Point of Beginning; except 69/100 acres deeded for highway purposes.

Also, 9 1/3 shares of the Capital stock of the Malad Valley Irrigating Company

Also, an undivided one-fourth interest in the irrigation well situated and located on the Evan E. Jones property.

**SECOND PARTY:**

Instr # 117020

Situated in the County of Oneida, State of Idaho, to-wit:

Township 14 South, Range 36 East of the Boise Meridian, Section 17:

Commencing at a point 40 feet East and South 437 feet along the East side of County Road of the Northwest corner of the Southwest quarter of Section 17, and running thence East 340 feet, thence North 66°14' East 378.10 feet, thence South 9 and 1/3 rods, thence East 6 rods, thence South 123 rods, thence West 440 feet, mor or less, to the North side of said County Road, thence following the curve of road to a point 1394 feet South of the point of beginning, thence East 10 feet, thence North 39°15' East 113.6 feet, thence North 7°30' East 188 feet, thence North 156.5 feet, thence North 51°31' East 157.07 feet, thence North 230 feet, thence South 88°06' West 229.5 feet to the East side of said Road, thence North along said road 643 feet to the point of beginning, containing 36.93 acres, more or less. ALSO, a one-fourth (1/4) interest in and to that certain deep well, pump and pumping equipment and overnite reservoir, water rights and rights in ditches, canals and laterals and rights of way appurtenant to said premises and used to convey water from said well to the above-described premises.

The existing common boundary line between the two properties, as set forth in the deeds held by the parties are described as follows:

**FIRST PARTY:**

The West boundary of the West half of the Southwest quarter of Section 17 and thence West 50 rods.

**SECOND PARTY:**

Thence South 123 rods.

The parties desire to establish a new boundary line as a matter of mutual convenience between the adjoining properties.

For the reasons set forth above, and in consideration of the mutual covenants and promises contained in this agreement **FIRST PARTY** and **SECOND PARTY** AGREE AS FOLLOWS:

1. The new boundary line between the property owned by **FIRST PARTY** and **SECOND PARTY**, as established by a survey prepared by Brian Allen, a Professional Land Surveyor, State of Idaho, shall be located as follows:

Commencing at the Southwest corner of Section 17, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho, from which the South quarter corner of Section 17 bears South 89° 45' 13" East 2640.72 feet; Thence South 89° 45' 13" East 1430.36 feet along the South boundary of said SW1/4; Thence North 00° 06' 52" West 33.00 feet to a 5/8" rebar and cap labeled "BRIAN ALLEN, PLS 9163" set on the North right of way line of the St. Johns Road (Project M.P. 731); Thence North 89° 45' 13" West 588.91 feet along said right of way line to the beginning of a 815.83 foot radius curve concave to the Northeast; Thence Northwesterly along said curve through a central angle of 01° 34' 18" a distance of 22.38 feet to a 5/8" rebar and cap set at the Southerly extension of a fence line (chord = North 88° 58' 04" West 22.38 feet), the True Point of Beginning. Thence North 00° 01' 37" West 2102.02 feet along said fence line to the Southeast corner of the parcel of land described in instrument number 126038, as recorded in the official records of Oneida County.

2. Each of us do hereby remise, release and quitclaim as necessary to the other party in this agreement any land lying between the common boundary line by deed and the new common boundary line.

3. This agreement constitutes the entire agreement between the parties, and any prior understanding or representations of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

4. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

FIRST PARTY

Carolyn Schwartz Barnes  
Carolyn Schwartz Barnes

Janae S. Wood  
Janae Schwartz Wood

DeLon Schwartz  
DeLon Schwartz

Kevin Davis Schwartz  
Kevin Davis Schwartz

Olga Ann Schwartz Wimp  
Olga Ann Schwartz Wimp

Ruth Jean Schwartz  
Ruth Jean Schwartz

Kevin Davis Schwartz  
Kevin Davis Schwartz, Representative

Carolyn Schwartz Barnes  
Carolyn Schwartz Barnes, Representative

Julie Estep  
Julie Estep, Representative

SECOND PARTY

Elden D. Nielsen  
Elden D. Nielsen

Joan T. Nielsen  
Joan T. Nielsen

Microfilm No. 133076  
10 Day Sept 2022  
At 2:05 O'clock M  
Shirley Blundell  
Orinda Co. Recorder  
Fee \$ 21.00 Deputy  
Recorded at Request of E. R. Scott

STATE OF IDAHO

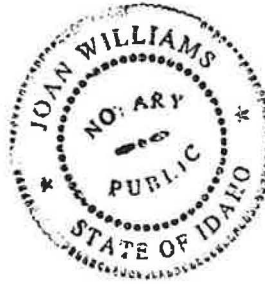
)ss

133076

County of ONEIDA

On this 9th day of Sept., 2002, before me the undersigned Notary Public, personally appeared **Carolyn Schwartz Barnes**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Joan Williams  
NOTARY PUBLIC FOR Idaho  
Residing at: Malden City, Id.  
Commission Expires 5-6-2003

STATE OF Wyoming

)ss

County of Natrona

On this 1 day of Sept., 2002, before me the undersigned Notary Public, **Janae Schwartz Wood**, personally appeared, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Amanda Hubbard  
NOTARY PUBLIC FOR Evansville P.D.  
Residing at: 235 Curtis  
Commission Expires July 17, 2005

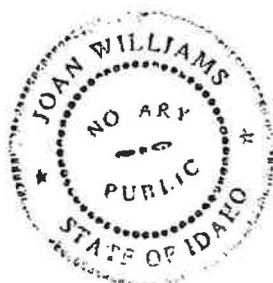
STATE OF IDAHO

)ss

County of ONEIDA

On this 6th day of Sept., 2002, before me the undersigned Notary Public, **DeLon Schwartz**, personally appeared, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Joan Williams  
NOTARY PUBLIC FOR Idaho  
Residing at: Malden City, Id.  
Commission Expires 5-6-2003

STATE OF Wyoming )

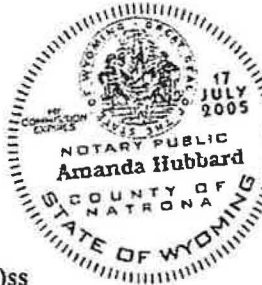
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133076

County of Natrona )

On this 1 day of Sept., 2002, before me the undersigned Notary Public, **Kevin Davis Schwartz**, personally appeared, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Amanda Hubbard  
NOTARY PUBLIC FOR Evansville P.D.  
Residing at: 235 Curtis  
Commission Expires July 17, 2005

STATE OF Wyoming )

)ss

County of Natrona )

On this 1 day of Sept., 2002, before me the undersigned Notary Public, **Olga Ann Schwartz Wimp**, personally appeared, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Amanda Hubbard  
NOTARY PUBLIC FOR Evansville P.D.  
Residing at: 235 Curtis  
Commission Expires July 17, 2005

STATE OF IDAHO )

)ss

County of ONEIDA )

On this 6th day of Sept., 2002, before me the undersigned Notary Public, **Ruth Jean Schwartz**, personally appeared, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Joan Williams  
NOTARY PUBLIC FOR Idaho  
Residing at: Melba City, ID.  
Commission Expires 5-6-2003

STATE OF Wyoming

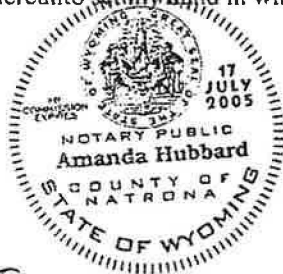
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133076

County of Natrona

On this 1 day of Sept., 2002, before me the undersigned Notary Public, personally appeared **Kevin D. Schwartz as joint Representatives of the Ivan William Schwartz Estate**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same, as such Representative.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Amanda Hubbard  
NOTARY PUBLIC FOR Evansville P.D.  
Residing at: 235 Curtis  
Commission Expires July 17, 2005

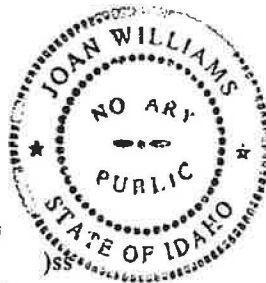
STATE OF IDAHO

)ss

County of ONEIDA

On this 9th day of Sept., 2002, before me the undersigned Notary Public, personally appeared **Carolyn F. Barnes as joint Representative of the Ivan Schwartz Estate**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same, as such Representative.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Joan Williams  
NOTARY PUBLIC FOR Idaho  
Residing at: Malden City, Id.  
Commission Expires 5-6-2003

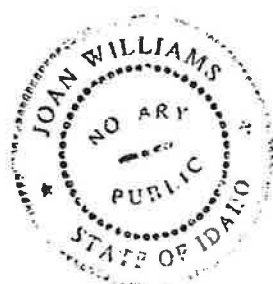
STATE OF IDAHO

)ss

County of ONEIDA

On this 6th day of Sept., 2002, before me the undersigned Notary Public, **Julie Estep, as General Personal Representative of the Williams Ivan Schwartz, Jr. estate**, personally appeared, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Joan Williams  
NOTARY PUBLIC FOR Idaho  
Residing at: Malden City, Id.  
Commission Expires 5-6-2003

STATE OF IDAHO

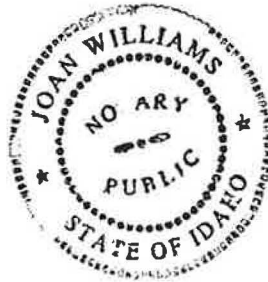
133076

)ss

County of ONEIDA

On this 10th day of Sept., 2002, before me the undersigned Notary Public, personally appeared **Elden D. Nielsen and Joan T. Nielsen**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Joan Williams  
NOTARY PUBLIC FOR Idaho  
Residing at: Malden City, Id.  
Commission Expires 5-6-2003

Boundary Line Agreement  
Prepared by A. A. Hudson & Associates  
Schwartz 02084  
August 28, 2002



The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

523 South 8th, Pocatello, ID 83201

{Name of Claimant}

Telephone No. 232-3142

(Mailing Address)

(Zip Code)

(1) Date of priority: (When was the water first applied to a beneficial use) May 4, 1948

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)  
groundwater tributary to

Quantity: 1.83 cfs

(Domestic, Irrigation, Stock, Etc.)

(Both dates inclusive)  
(Mo., Day) (Mo., Day)

(Mo., Day)

Quantity 1.83 cfs

Use irrigation

Period of Use From 4/1 To 11/1

To 11/1

Quantity

Use

Period of Use From

To \_\_\_\_\_

Quantity

Use

Period of Use From

To \_\_\_\_\_

Quantity

Use

Period of Use From

To \_\_\_\_\_

Quantity 1.83 cfs

Use

Period of Use From

To \_\_\_\_\_

(4) 1.83 cfs TOTAL QUANTITY USED.  
(cfs. af)

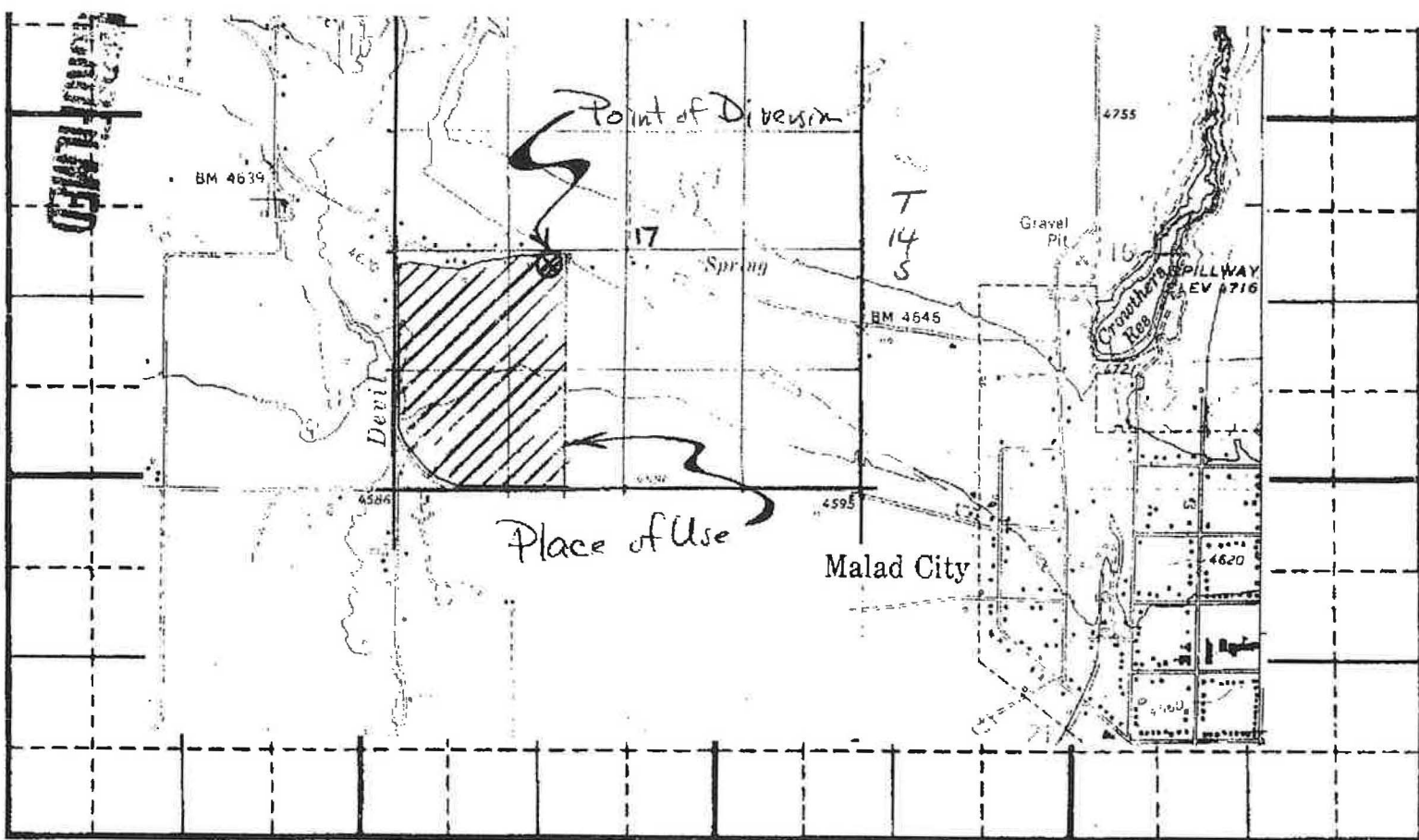
(5) A) Point of diversion: (Location of point where water is diverted from its source)

NE ¼ SW ¼, Sec. 17 Twp. 14S Rge. 36E B.M., County of Oneida

Additional points of diversion:

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. well, pump, holding tank, for flood irrigation

[illegible]



Scale: 2 inches equal 1 mile.  
1:24000

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho )  
County of Bonneville ) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 28th day of June, 1983.  
Evan E. Jones (Claimant)

Allen Gray  
Notary Public  
Residing at Idaho Falls

My commission expires 6-15-85

#### FOR DEPARTMENT USE ONLY

|                                      |                       |                     |              |      |
|--------------------------------------|-----------------------|---------------------|--------------|------|
| Received by <u>KCW</u>               | Date <u>6-28-83</u>   | Exception filed by: | Forwarded to | Date |
| Prelim. check by <u>S.M.</u>         | Date <u>9-12-1983</u> |                     | claimant by: |      |
| \$30.00 fee received by <u>KW</u>    | Date <u>6-28-83</u>   |                     |              |      |
| Published in <u>Idaho Enterprise</u> | <u>#22604</u>         |                     |              |      |
| Dates <u>10/6 - 10/13/83</u>         |                       |                     |              |      |

**BOUNDARY LINE AGREEMENT  
AND QUIT CLAIM DEED**

**133076**

**THIS AGREEMENT** made and entered into this 1st day of Sept, 2002, by and between **Carolyn Schwartz Barnes, Janae Schwartz Wood, DeLon Schwartz, Kevin Davis Schwartz, Olga Ann Schwartz Wimp and Ruth Jean Schwartz; and Kevin Davis Schwartz and Carolyn Schwartz Barnes as Joint Representatives of the Ivan Schwartz Estate; and Julie Estep as General Personal Representative the William Ivan Schwartz, Jr. Estate**, whose current address is Malad, Idaho 83252, (hereinafter "**FIRST PARTY**") and **Elden D. Nielsen and Joan T. Nielsen**, husband and wife, whose current address is 930 West Samaria Lane, Malad, Idaho 83252, (hereinafter "**SECOND PARTY**").

**RECITALS**

**I.**

The parties to this agreement are adjoining landowners of parcels of property located and described as follows:

**FIRST PARTY:**

Instr #75756

West 6 2/3 rods of the East half of the SW Quarter, East 30 rods of the West half of the SW quarter of Section 17, Township 14 South, Range 36 East, of the Boise Meridian. Beginning at the SW corner of the SW Quarter of Section 17; thence East 50 rods, North 10 1/3 rods, West 50 rods; thence South 10 1/3 rods to the True Point of Beginning; except 69/100 acres deeded for highway purposes.

Also, 9 1/3 shares of the Capital stock of the Malad Valley Irrigating Company

Also, an undivided one-fourth interest in the irrigation well situated and located on the Evan E. Jones property.

**SECOND PARTY:**

Instr # 117020

Situated in the County of Oneida, State of Idaho, to-wit:

Township 14 South, Range 36 East of the Boise Meridian, Section 17:

Commencing at a point 40 feet East and South 437 feet along the East side of County Road of the Northwest corner of the Southwest quarter of Section 17, and running thence East 340 feet, thence North 66°14' East 378.10 feet, thence South 9 and 1/3 rods, thence East 6 rods, thence South 123 rods, thence West 440 feet, mor or less, to the North side of said County Road, thence following the curve of road to a point 1394 feet South of the point of beginning, thence East 10 feet, thence North 39°15' East 113.6 feet, thence North 7°30' East 188 feet, thence North 156.5 feet, thence North 51°31' East 157.07 feet, thence North 230 feet, thence South 88°06' West 229.5 feet to the East side of said Road, thence North along said road 643 feet to the point of beginning, containing 36.93 acres, more or less. ALSO, a one-fourth (1/4) interest in and to that certain deep well, pump and pumping equipment and overnite reservoir, water rights and rights in ditches, canals and laterals and rights of way appurtenant to said premises and used to convey water from said well to the above-described premises.

## II.

133076

The existing common boundary line between the two properties, as set forth in the deeds held by the parties are described as follows:

### **FIRST PARTY:**

The West boundary of the West half of the Southwest quarter of Section 17 and thence West 50 rods.

### **SECOND PARTY:**

Thence South 123 rods.

The parties desire to establish a new boundary line as a matter of mutual convenience between the adjoining properties.

For the reasons set forth above, and in consideration of the mutual covenants and promises contained in this agreement **FIRST PARTY** and **SECOND PARTY** AGREE AS FOLLOWS:

1. The new boundary line between the property owned by **FIRST PARTY** and **SECOND PARTY**, as established by a survey prepared by Brian Allen, a Professional Land Surveyor, State of Idaho, shall be located as follows:

Commencing at the Southwest corner of Section 17, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho, from which the South quarter corner of Section 17 bears South 89° 45' 13" East 2640.72 feet; Thence South 89° 45' 13" East 1430.36 feet along the South boundary of said SW1/4; Thence North 00° 06' 52" West 33.00 feet to a 5/8" rebar and cap labeled "BRIAN ALLEN, PLS 9163" set on the North right of way line of the St. Johns Road (Project M.P. 731); Thence North 89° 45' 13" West 588.91 feet along said right of way line to the beginning of a 815.83 foot radius curve concave to the Northeast; Thence Northwesterly along said curve through a central angle of 01° 34' 18" a distance of 22.38 feet to a 5/8" rebar and cap set at the Southerly extension of a fence line (chord = North 88° 58' 04" West 22.38 feet), the True Point of Beginning. Thence North 00° 01' 37" West 2102.02 feet along said fence line to the Southeast corner of the parcel of land described in instrument number 126038, as recorded in the official records of Oneida County.

2. Each of us do hereby remise, release and quitclaim as necessary to the other party in this agreement any land lying between the common boundary line by deed and the new common boundary line.

3. This agreement constitutes the entire agreement between the parties, and any prior understanding or representations of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

4. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

FIRST PARTY

Carolyn Schwartz Barnes  
Carolyn Schwartz Barnes

Janae S. Wood  
Janae Schwartz Wood

DeLon Schwartz  
DeLon Schwartz

Kevin Davis Schwartz  
Kevin Davis Schwartz

Olga Ann Schwartz Wimp  
Olga Ann Schwartz Wimp

Ruth Jean Schwartz  
Ruth Jean Schwartz

Kevin Davis Schwartz  
Kevin Davis Schwartz, Representative

Carolyn Schwartz Barnes  
Carolyn Schwartz Barnes, Representative

Julie Estep  
Julie Estep, Representative

SECOND PARTY

Elden D. Nielsen  
Elden D. Nielsen

Joan T. Nielsen  
Joan T. Nielsen

Microfilm No. 133076  
10 Day Sept 2002  
At 2:05 O'clock P M  
Shirley Blum  
Clerk of Court  
Fee \$ 21.00 Deputy  
Recorded at Request of E. L. Scott

STATE OF IDAHO

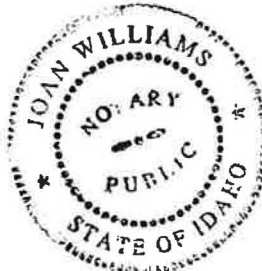
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133076

County of ONEIDA

On this 9th day of Sept., 2002, before me the undersigned Notary Public, personally appeared **Carolyn Schwartz Barnes**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Joan Williams  
NOTARY PUBLIC FOR Idaho  
Residing at: Malden City, Id.  
Commission Expires 5-6-2003

STATE OF Wyoming

)ss

County of Natrona

On this 1 day of Sept., 2002, before me the undersigned Notary Public, **Janae Schwartz Wood**, personally appeared, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Amanda Hubbard  
NOTARY PUBLIC FOR Evansville P.D.  
Residing at: 235 Curtis  
Commission Expires July 17, 2005

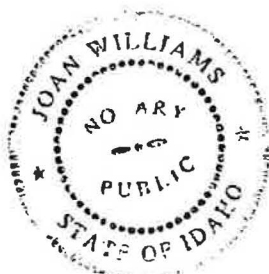
STATE OF IDAHO

)ss

County of ONEIDA

On this 6th day of Sept., 2002, before me the undersigned Notary Public, **DeLon Schwartz**, personally appeared, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Joan Williams  
NOTARY PUBLIC FOR Idaho  
Residing at: Malden City, Id.  
Commission Expires 5-6-2003

STATE OF Wyoming )

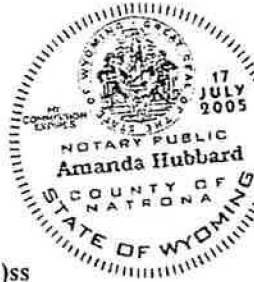
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133076

County of Natrona )

On this 1 day of Sept., 2002, before me the undersigned Notary Public, **Kevin Davis Schwartz**, personally appeared, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Amanda Hubbard  
NOTARY PUBLIC FOR Evansville P.D.  
Residing at: 235 Curtis  
Commission Expires July 17, 2005

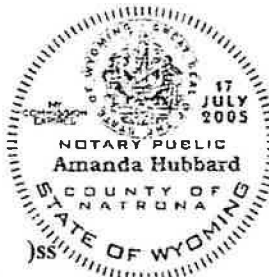
STATE OF Wyoming )

)ss

County of Natrona )

On this 1 day of Sept., 2002, before me the undersigned Notary Public, **Olga Ann Schwartz Wimp**, personally appeared, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Amanda Hubbard  
NOTARY PUBLIC FOR Evansville PD  
Residing at: 235 Curtis  
Commission Expires July 17, 2005

STATE OF IDAHO )

)ss

County of ONEIDA )

On this 6th day of Sept., 2002, before me the undersigned Notary Public, **Ruth Jean Schwartz**, personally appeared, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Joan Williams  
NOTARY PUBLIC FOR Idaho  
Residing at: Meridian City, ID.  
Commission Expires 5-6-2003

STATE OF Wyoming

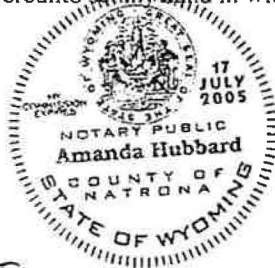
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133076

County of Natrona

On this 1 day of Sept., 2002, before me the undersigned Notary Public, personally appeared **Kevin D. Schwartz** as **joint Representatives of the Ivan William Schwartz Estate**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same, as such Representative.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Amanda Hubbard  
NOTARY PUBLIC FOR Evansville P.D.  
Residing at: 235 Curtis  
Commission Expires July 17, 2005

STATE OF IDAHO

)ss

County of ONEIDA

On this 9th day of Sept., 2002, before me the undersigned Notary Public, personally appeared **Carolyn F. Barnes** as **joint Representative of the Ivan Schwartz Estate**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same, as such Representative.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Joan Williams  
NOTARY PUBLIC FOR Idaho  
Residing at: Malad City, Id.  
Commission Expires 5-6-2003

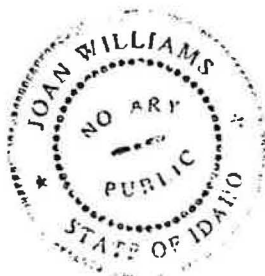
STATE OF IDAHO

)ss

County of ONEIDA

On this 6th day of Sept., 2002, before me the undersigned Notary Public, **Julie Estep**, as **General Personal Representative of the Williams Ivan Schwartz, Jr. estate**, personally appeared, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Joan Williams  
NOTARY PUBLIC FOR Idaho  
Residing at: Malad City, Id.  
Commission Expires 5-6-2003

STATE OF IDAHO

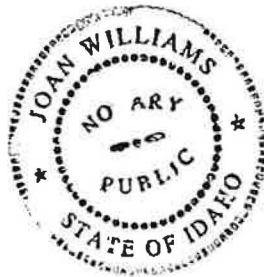
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133076

County of ONEIDA

On this 10th day of Sept., 2002, before me the undersigned Notary Public, personally appeared **Elden D. Nielsen and Joan T. Nielsen**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

I have hereunto set my hand in witness whereof and affixed my seal the day and year first above written.



Joan Williams  
NOTARY PUBLIC FOR Idaho  
Residing at: Malden City, Id.  
Commission Expires 5-6-2003

Boundary Line Agreement  
Prepared by A. A. Hudson & Associates  
Schwartz 02084  
August 28, 2002

This Agreement made and entered this 15th day of October, 27 1968, between Evan E. Jones of Pocatello, Idaho, Morris Thomas Jr. and Ivan Schwartz of Oneida County, Idaho,

## WITNESSETH:

That WHEREAS, Evan E. Jones is the owner of the following described tract of land situated in the County of Oneida, State of Idaho, to-wit:

Commence at a point 86-2/3 rods East of the Northwest Corner of the Southwest quarter of Section 17, Township 14 South, Range 36 East, Boise Meridian, thence running South 160 rods, thence East 36.667 rods, thence North 151.334 rods, thence West 3.64 rods, thence North 8.667 rods, thence West 33.027 rods to the point of beginning, containing 36.47 acres.

upon which there is a drilled, deep well 352 feet in depth, cased, equipped with motor and pump together with an overnite reservoir, and

WHEREAS the said Well was drilled, completed and the water therefrom actually put to beneficial use in the year 1943, and

WHEREAS, the said parties are the successors in interest to the rights and interests of the original owners, and are now desirous of establishing their rights, ownerships and obligations with respect to said well and water right.

NOW, THEREFORE, in consideration of their mutual promises and agreements, it is hereby agreed:

1. That the said Evan E. Jones is the owner of an undivided one-half (1/2) interest in and to the said well and the water and water rights appertaining thereto.

2. That the said Morris Thomas Jr. and the said Ivan Schwartz are each the owner of an undivided one-fourth (1/4) in-

hand paid by the said party of the second part,

is hereby acknowledged, have granted, bargained and sold, and by 2

these presents do grant, bargain, sell, convey and confirm unto

the said party of the second part, and to his heirs and assigns

forever, all of the following described real estate, situated in

Malad City, County of Oneida, State of Idaho, to-wit:



Described in Oneida County Records, Book X of Deeds, page 201, Instrument #3816: All that piece and parcel of land situated, lying and being in the East Half Northwest Quarter of Section 17, Township 14, South, Range 36 East, Boise Meridian, situated in the SW $\frac{1}{4}$  of above described Section on the Main road leading from Malad City, Idaho, to St. John, Idaho, and more particularly described as follows: adjoining the residence of Mrs. David C. Jones on the East side of said land of Mrs. David C. Jones as follows: Commencing at the SE Corner of Mrs. David C. Jones tract of land, thence 11 rods East, thence 20 rods North, thence 11 rods West, thence 20 rods South to place of beginning.

Also, described in Oneida County Records, Book 16 of Deeds, page 511, Instrument #38970: Commencing East 65 rods 7 feet and 8 inches from a certain stake situated between SE $\frac{1}{4}$  of Sec. 17 and NE $\frac{1}{4}$  of Sec. 18, Tp. 14 S. R. 36 EBM, running North 20 rods to the South Bank of the Malad Valley Irrigation Company's ditch 60-1/4°

East along the South Bank of said ditch, 15 rods to intercept first quarter line, running South, thence running South 3 chains and 32 links to first one-half mile, line running West, thence West 18 rods along line running West, to point of commencement, containing 1 and 4/7 acres, more or less.

Also, 2/3 shares of Capital Stock of the Malad Valley Irrigation Company.

TOGETHER, With all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estates, right, title and interest in and to the said property, as well in law as in equity,

THIS INDENTURE, Made this 17th day of March, 1953, between Edward E. Jones, Mary Thomas Annella Price, Sarah Price, Mabel Butner, Alice Helppie, Vera Walker, Wilda Thompson, Thelma Rockwell heirs at law of Evan W. Jones, deceased, late of Malad, State of Idaho, the parties of the first part, and Evan E. Jones

of Malad, State of Idaho, the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of \$15,000.00 DOLLARS

lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate,

situated in the County of Oneida, State of Idaho, to-wit:

Commence at a point 86-2/3 rods East of the Northwest corner of the SW 1/4 Section 17, Township 14 South, Range 36 East, Boise Meridian, thence running South 160 rods, thence East 36.667 rods, thence North 151.334 rods, thence West 3.64 rods, thence North 8.667 rods, thence West 33.027 rods to the point of beginning, containing 36.47 acres. Also 1 share of the capital stock of the Malad Valley Irrigation Co and a one-half interest in an artesian well with pump and pumping equipment and reservoir on said property.



TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD. All and singular the above

## Water Right Report : 15-4177( Statutory Claim/Active)

### Water Right Owners

| Owner Type     | Name               | Address       | City       | State | Postal Code |
|----------------|--------------------|---------------|------------|-------|-------------|
| Current Owner  | MC CLELLAN, CASEY  | 1331 N 2100 W | MALAD CITY | ID    | 83252-6511  |
| Current Owner  | MC CLELLAN, MARLA  | 1331 N 2100 W | MALAD CITY | ID    | 83252-6511  |
| Current Owner  | JONES, EVAN E      |               |            | ZZ    |             |
| Current Owner  | SCHWARTZ, MRS IVAN |               |            | ZZ    |             |
| Original Owner | NIELSEN, ELDON     | 523 S 8TH     | POCATELLO  | ID    | 83201       |

*Split*

*>25%*

*Sold To*

*Richard D. Jones*

*75%*

### Water Right Status

Priority Date : 5/4/1948

Basis : Statutory Claim

Status : Active

### Water Source

| Source | Source Qualifier | Tributary | Tributary Qualifier |
|--------|------------------|-----------|---------------------|
|--------|------------------|-----------|---------------------|

GROUND WATER

### Points Of Diversion (Location)

| Source       | Township | Range | Section | Govt. Lot | QQQ | QQ | Q | County       | Diversion Type |
|--------------|----------|-------|---------|-----------|-----|----|---|--------------|----------------|
| GROUND WATER | 14S      | 36E   | 17      | 0         |     |    |   | NE SW ONEIDA |                |

### Water Uses

| Beneficial Use | From | To | Diversion Rate | Volume |
|----------------|------|----|----------------|--------|
|----------------|------|----|----------------|--------|

IRRIGATION 4/01 11/01 1.83 CFS

**TOTAL** 1.83 CFS

### Places of Use

| Township | Range | Section | Lot | QQQ | QQ | Q  | Acres |
|----------|-------|---------|-----|-----|----|----|-------|
| 14S      | 36E   | 17      |     |     | NE | SW | 20    |
| 14S      | 36E   | 17      |     |     | NW | SW | 32    |
| 14S      | 36E   | 17      |     |     | SW | SW | 30    |
| 14S      | 36E   | 17      |     |     | SE | SW | 20    |

*IDWR State Office*  
*322 E Front St. Ste 648*  
*PO Box 83720-0098*



IDAHO DEPARTMENT OF  
**WATER RESOURCES**

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098  
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: [idwrinfo@idwr.idaho.gov](mailto:idwrinfo@idwr.idaho.gov) • Website: [idwr.idaho.gov](http://idwr.idaho.gov)

Governor Brad Little

Director Mathew Weaver

October 26, 2023

RICHARD D & MAXINE R JONES 2011 TRUST  
7271 N HULBERT AVE  
FRESNO CA 93711-0412

CASEY MC CLELLAN  
MARLA MC CLELLAN  
1331 N 2100 W  
MALAD CITY ID 83252-6511

Re: Change in Ownership for Water Right No(s): 15-4177

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.

Also note, this water right was not split. The original owners of the water right had an agreement with undivided interests therefore the Department did not split the right. A refund of \$175 has been requested and will be sent to Jones Farm LLC under separate cover from the Idaho State Controller's Office.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley  
Technical Records Specialist 2

Enclosure(s)

## Hersley, Jean

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**From:** Hersley, Jean  
**Sent:** Thursday, October 26, 2023 8:53 AM  
**To:** IdwrPayable  
**Subject:** refund  
**Attachments:** Jones2 15-4177.docx; Jones1 15-4177.docx

Please process the attached refund requests. Thank you.



*Jean Hersley  
Technical Records Specialist II  
Idaho Dept Water Resources  
(208) 287-4942*

# Idaho Department of Water Resources Receipt

Receipt ID: C116806

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|                |                                                                                      |               |           |        |       |
|----------------|--------------------------------------------------------------------------------------|---------------|-----------|--------|-------|
| Payment Amount | \$100.00                                                                             | Date Received | 7/27/2023 | Region | STATE |
| Payment Type   | Check                                                                                | Check Number  | 181       |        |       |
| Payer          | JONES FARMS LLC                                                                      |               |           |        |       |
| Comments       | CHANGE OF OWNERSHIP<br>FOR: RICHARD D JONES<br>WR# 15-4177<br>DOCUMENT NUMBER: D2782 |               |           |        |       |

## Fee Details

| Amount   | Description                          | PCA   | Fund | Fund Detail | Subsidiary | Object |
|----------|--------------------------------------|-------|------|-------------|------------|--------|
| \$100.00 | OWNERSHIP CHANGES/SECURITY INTERESTS | 56140 | 0229 | 21          |            | 1155   |

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Signature Line (Department Representative)

Please refund \$75. Water right was not split. Customer paid for 2 splits, see C116805.

Jones Farms LLC  
7271 N Hulbert Ln  
Fresno, CA 93711

# Idaho Department of Water Resources Receipt

Receipt ID: C116805

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|                |                                                                                      |               |           |        |       |
|----------------|--------------------------------------------------------------------------------------|---------------|-----------|--------|-------|
| Payment Amount | \$100.00                                                                             | Date Received | 7/27/2023 | Region | STATE |
| Payment Type   | Check                                                                                | Check Number  | 180       |        |       |
| Payer          | JONES FARMS LLC                                                                      |               |           |        |       |
| Comments       | CHANGE OF OWNERSHIP<br>FOR: RICHARD D JONES<br>WR# 15-4177<br>DOCUMENT NUMBER: D2782 |               |           |        |       |

## Fee Details

| Amount   | Description                          | PCA   | Fund | Fund Detail | Subsidiary | Object |
|----------|--------------------------------------|-------|------|-------------|------------|--------|
| \$100.00 | OWNERSHIP CHANGES/SECURITY INTERESTS | 56140 | 0229 | 21          |            | 1155   |

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Signature Line (Department Representative)

Please refund \$100. Water right was not split and customer paid for 2 splits, see C116806.

Jones Farms LLC  
7271 N Hulbert Ln  
Fresno CA 93711

## Hersley, Jean

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**From:** TomWendi Jones <tomwendi@hotmail.com>  
**Sent:** Wednesday, October 25, 2023 5:38 PM  
**To:** Hersley, Jean  
**Subject:** Re: Notice of Change in Water Right Ownership for Richard D Jones  
**Attachments:** Image\_002.pdf

**CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.**

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Complete file from Malad County Clerk. Hopefully this has everything. Thank You

Sent from my iPhone

On Oct 25, 2023, at 2:52 PM, Hersley, Jean <Jean.Hersley@idwr.idaho.gov> wrote:

The Department of Water Resources received your request to update the ownership of water right 15-4177. You provided a quitclaim deed from Richard D Jones to the Richard D and Maxine R Jones 2011 Trust. The document was incomplete. There is a page missing from the Exhibit A. Please provide the missing document.

Also, a document was provided that 2 of the original owners of this right had undivided interests in the well and the water rights. Evan E Jones is the owner of an undivided  $\frac{1}{2}$  interest and Ivan Schwartz has a  $\frac{1}{4}$  undivided interest. Unless you have documentation that contradicts this agreement, the Department won't split the water right. Richard D. and Maxine R. Jones 2011 Trust will be added as one of the current owners replacing Mrs. Ivan Schwarz and Evan E Jones.

Please provide the requested information within 30 days. If the Department does not receive the requested information, your Notice of Change in Water Right Ownership will be returned to you unprocessed. Please let me know if you have any questions. Thank you.

<image001.jpg>

*Jean Hersley*  
*Technical Records Specialist II*  
*Idaho Dept Water Resources*  
*(208) 287-4942*