

RECEIVED

NOV 02 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPARTMENT 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, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
65-7209	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Simpco Lands
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Simpco Estates Property Owners' Association
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 1141 N. Cove Colony Way Eagle ID 83616
Mailing address City State Zip
- 208-859-1631 bob@alpineastro.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: July 6, 1995
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: Bob Luffel Secretary/Treasurer 10-29-23
Signature of new owner/claimant Title, if applicable Date
Bob Luffel
Print name

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

For IDWR Office Use Only:
 Received by KM Date 11.2.23 Receipt No. C117268 Receipt Amt. \$25.00
 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 _____ Processed by _____ Date _____

Instrument # 455803

VALLEY COUNTY, CASCADE, IDAHO

3-6-2023 01:46:51 PM No. of Pages: 15

Recorded for : IDAHO DEPARTMENT OF LANDS

DOUGLAS A. MILLER

Fee: 0.00

Ex-Officio Recorder Deputy

Index to: EASEMENT

NA



300 N. 6th St., Suite 103
PO Box 83720
Boise, Idaho 83720-0050
Phone (208) 334-0200 Fax (208) 334-3698

STATE OF IDAHO

COPY

AMENDED EASEMENT ES5043

THIS AMENDED EASEMENT ("Easement") is made this 6th day of February, 2023, by and between the **STATE BOARD OF LAND COMMISSIONERS**, whose administrative agency is the **IDAHO DEPARTMENT OF LANDS**, and whose mailing address is 300 North 6th Street, Suite 103, Box 83720, Boise, Idaho 83720-0050 ("Grantor"), and **SIMPCO ESTATES PROPERTY OWNERS' ASSOCIATION, INC.**, an Idaho nonprofit corporation whose mailing address is 2061 Ridgecrest Drive, Boise, Idaho 83712 ("Grantee").

WHEREAS, State of Idaho Easement No. 5043, dated May 24, 1982 (a true and correct copy of which is attached hereto as Exhibit B), and recorded in the records of Valley County, Idaho as instrument number 423515, was originally granted to **Simpco Lands**, a California limited partnership, to construct, use, and maintain, a reservoir related to adjacent property to be developed by Simpco Lands. Simpco Lands subsequently quitclaimed its ownership in the common areas of the developed subdivision adjacent to the easement area to **Simpco Estates Property Owners' Association, Inc.** ("Simpco Estates"), by Quitclaim Deed dated July 6, 1995;

AND WHEREAS, Simpco Estates has requested the transfer and assignment of State of Idaho Easement No. 5043 from Simpco Lands to Simpco Estates for the continued purpose for a reservoir;

NOW THEREFORE, Grantor has agreed to issue this Amended Easement which **rescinds and replaces** State of Idaho Easement No. 5043 dated May 24, 1982 in its entirety on the terms and conditions set forth herein.

WITNESSETH: Grantor does hereby grant to Grantee, a nonexclusive perpetual easement for the purpose of using and maintaining a reservoir, over and across Grantor's lands legally described and illustrated in Exhibit A, attached hereto and incorporated herein by reference (the "Easement Area"), situated in Valley County, State of Idaho.

A. GENERAL:

1. The terms and conditions of this Easement shall be binding on any successors of the respective parties.

2. This Easement may be assigned only with the prior written approval of Grantor. Grantee must provide the appropriate legal assignment documentation on forms provided by Grantor and pay the required easement assignment fee.

B. LIMITED PURPOSE:

1. This Easement has been granted only for the express purpose specified herein. If Grantee desires to use the Easement Area for any purpose other than the one specified herein, Grantee shall make a request in writing to Grantor, which Grantor may accept or reject in its sole discretion. A separate instrument must be obtained from Grantor for each additional use.

2. Grantee may allow its agents, licensees, and invitees (collectively the "Permittees") to temporarily exercise the rights granted herein.

3. This Easement does not give Grantee any authority to permit third parties other than Permittees to use of the Easement Area for any purpose. Only Grantor may authorize third party use. Grantor may permit third party use only on the condition that said use shall not materially interfere with Grantee's rights as hereby authorized.

C. INDEMNIFICATION:

1. Grantee shall indemnify, defend, and save harmless Grantor, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Grantee's acts or omissions under this Easement or Grantee's failure to comply with any state or federal statute, law, regulation, or rule. This indemnification includes any claim related to, or made by, or on behalf of SimpcO Lands.

2. Upon receipt of Grantor's tender of indemnity and defense, Grantee shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for Grantor, to begin fulfilling its obligation to indemnify, defend, and save harmless Grantor. Grantee's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of Grantor under this

Easement. However, if it is determined by a final judgment that Grantor's negligent act or omission is the sole proximate cause of a suit or claim, Grantor shall not be entitled to indemnification from Grantee with respect to such suit or claim, and Grantor, in its discretion, may reimburse Grantee for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to the following provision.

3. Any legal defense provided by Grantee to Grantor hereunder must be free of any conflicts of interest, even if retention of separate legal counsel for Grantor is necessary. Any attorney appointed to represent Grantor must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code §§ 67-1401(13) and 67-1409(1).

COPY

D. GRANTEE'S COVENANTS:

1. Grantee will have the reservoir structures inspected at least annually and shall engage any professionals as Grantee deems necessary to ensure structure quality. Grantee will provide Grantor with a copy of any inspections or work orders performed.

2. Grantee shall comply, and shall require its Permittees to comply, with all applicable federal, state, and local laws, rules and regulations, including all applicable state administrative rules with respect to the rights granted herein.

3. Grantee shall take appropriate measures to control invasive species and noxious weeds within the Easement Area in accordance with Title 22, Chapter 24, Idaho Code. Grantee shall cooperate with any state or other agency authorized to undertake programs for control or eradication of noxious weeds.

4. Grantee shall take appropriate measures to mitigate fire dangers and avoid causing fires.

5. Grantee shall implement best management practices to effectively control storm water and erosion within the Easement Area.

6. The legal description of the Easement Area described in Exhibit A has been reviewed and approved by Grantee, who assumes full responsibility for the reservoir being located within the described Easement Area. Grantor assumes no responsibility or liability arising out of an inaccurate legal description. If the legal description is inaccurate, Grantee will provide an accurate legal description. At Grantor's discretion, this Easement will be corrected by recording a corrected easement, or if Grantor deems the legal description change constitutes an amendment, an amended easement will be recorded. An amendment is processed as a new easement application (with required fees), and purchase of easement under current valuation, and under the policies and procedures in effect at such time.

E. UTILITIES AND MISCELLANEOUS:

1. Upon termination or abandonment of this Easement or the Easement Area, Grantee shall within twelve (12) months from the date of the termination notice or abandonment, remove all personal property, trade fixtures, chattel, debris, and improvements from the Easement Area at its own expense. Grantee will be liable for any damage to Grantor's land or resources caused by removal of Grantee's personal property or improvements.

2. If Grantee wishes to remove merchantable resources or cut timber within the Easement Area, Grantee must first notify the Grantor in writing of Grantee's intent. Prior to cutting of any timber by Grantee, Grantor may, at its sole discretion, approve of and designate all merchantable timber. As designated by Grantor, Grantee shall either pay fair market value for all merchantable timber cut, or said merchantable timber shall be cut into lengths specified by the Grantor and decked along the nearest road for disposal by Grantor. Slash resulting from the cutting of merchantable timber, or non-merchantable trees and brush, will be disposed of as designated by Grantor.

3. Grantee may only abandon in place underground, or above ground, personal property and improvements with Grantor's prior written approval.

F. GRANTOR'S RESERVATIONS:

1. Grantor reserves unto itself, its successors and assigns, the right and privilege to use said reservoir of water within the Easement Area for wildfire suppression.

2. Grantor reserves unto itself, its successors and assigns, the right to use Grantee's common areas and access route(s) to the Easement Area and reservoir across the lands of Grantee for any and all purposes deemed necessary or desirable in connection with the control, management, and administration of Grantor's lands, for all uses associated with wild fire mitigation and suppression.

3. Grantor reserves the right to grant additional easements, permits, licenses, or leases over, under, through, within, across or along the Easement Area. Any additional easements, permits, licenses or leases shall not materially interfere with Grantee's use of the Easement Area.

4. Grantor reserves unto itself, ownership of all resources, including timber, present and future, within the Easement Area and the right to harvest said timber when deemed necessary by Grantor.

G. GRANTEE'S REPRESENTATIONS AND WARRANTIES:

1. Grantee is a property owners association duly organized, validly existing nonprofit corporation, in good standing under the laws of the State of Idaho, and shall remain so throughout the term of this Easement or Grantee's interest herein.

2. Grantee has all necessary and appropriate power and authority and is duly authorized to execute and accept this Easement.

3. Grantee has all necessary and appropriate power and authority, and is duly authorized, to perform all of Grantee's covenants and obligations under this Easement.

4. The individual(s) executing this Easement on behalf of Grantee has been duly and validly authorized by Grantee to execute this Easement.

5. No further action by Grantee is required to approve this easement or to undertake the obligations contemplated hereby.

6. All copies of any documents and instruments provided by Grantee to Grantor pursuant to this Easement are true, current, complete, and correct copies.

H. EMERGENCY WORK:

Grantee is authorized to enter upon adjacent state endowment lands and other lands managed by Grantor for the purpose of performing emergency repairs within the Easement Area for damage due to floods, high winds, and other acts of God, provided that Grantee provides written notice to Grantor within forty-eight (48) hours of the time work commences. Thereupon, Grantor will assess any damage to Grantor's lands caused by Grantee, and Grantee shall pay any such assessment within thirty (30) days of the assessment. Grantee shall reimburse Grantor for any emergency repairs that Grantor makes to the Easement Area within thirty (30) days of notice of any such emergency repairs and the costs incurred by or on behalf of Grantor.

I. TERMINATION:

1. Grantor will presume the Easement Area, or any segment thereof, abandoned, if any required construction or reconstruction work, for the purpose for which this Easement is granted, is not completed within five (5) years from the date of this Easement. This Easement, or any segment or portion thereof, not used for five (5) consecutive years for the purpose for which it was granted, is presumed abandoned and shall revert to Grantor. Grantor shall notify Grantee in writing that the Easement is considered abandoned and will terminate within three (3) months of the date of notification or as mutually agreed to in writing by Grantor and Grantee. In the event Grantee fails to complete construction or reconstruction within three (3) months or as mutually agreed to in writing, Grantor shall terminate this Easement and provide to Grantee a statement in recordable form confirming termination of the Easement, which may be recorded by either party.

2. Only upon written and recorded approval by Grantor can the Easement Area or any segment thereof, be relinquished, extinguished, abandoned, or terminated.

3. If at any time Grantee determines that the Easement Area, or any portion thereof, is no longer needed for the purpose granted, Grantee shall furnish to Grantor a statement in recordable form seeking termination. Upon notice, Grantor shall agree to termination of the easement and shall execute a recordable form of termination agreement.

4. Grantor may terminate this Easement for any material breach of any of the terms of this Easement. Before termination, Grantor shall provide Grantee written notice of Grantor's intent to terminate this Easement and set forth any asserted default(s), and, if Grantor considers such default curable, what action must be taken to cure the asserted default(s), and the timeline in which they must be cured. Failure of Grantee to cure the asserted default(s) to the standard and timelines specified by Grantor shall result in the termination of this Easement. In the event termination occurs, Grantor shall provide to Grantee a statement in recordable form confirming termination of the Easement, which may be recorded by either party.

J. AUTHORITY:

This Easement is issued by authority of state law, including, but not limited to, Idaho Constitution, Article IX, §§ 7 and 8; Chapter 6, Title 58, Idaho Code, and rules authorized by Grantor.

K. ADDITIONAL PROVISIONS:

1. Nothing in this Easement shall be construed as binding Grantor to perform beyond its legal authority, or to expend any monies in excess of appropriations or authorized funds available for such purposes.

2. Grantee shall perform an examination and determination of title, and coordinate installation, construction, and maintenance with existing easement holders. Grantee shall perform necessary due diligence to identify all existing items of record or in view.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantee has caused these presents to be duly executed the day and year first below written.

**SIMPCO ESTATES PROPERTY OWNERS'
ASSOCIATION, INC.,** an Idaho nonprofit corporation

Dated: 04/27/2022

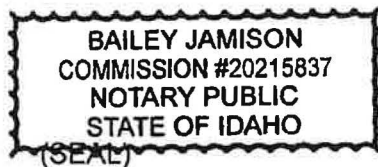

JAMES DUGGER, President

COPY

STATE OF Idaho)
) ss.
COUNTY OF gem)

On this 27th day of April, 2021, before me a Notary Public, personally appeared **JAMES DUGGER**, known or identified to me to be the president of **SIMPCO ESTATES PROPERTY OWNERS' ASSOCIATION, INC.**, an Idaho nonprofit corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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 IDAHO
Residing at Emmett
My Commission Expires 12.16.2027

IN WITNESS WHEREOF, SimpcO Lands has caused these presents to be approved, executed the day and year first below written, and does hereby request, and consent to, this Easement in accordance with the terms hereof.

SIMPCO LANDS,
a California limited partnership

COPY

Dated: 4-25-22



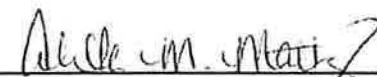
DAVID C. POWELL, General Partner

STATE OF California)
COUNTY OF Del Norte)ss.

On this 25th day of April, 2022^{am}, before me a Notary Public, personally appeared **DAVID C. POWELL**, known or identified to me to be the General Partner in the partnership of **SIMPCO LANDS**, a California limited partnership, and the General Partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

(SEAL)



NOTARY PUBLIC FOR IDAHO
Residing at Del Norte County, CA
My Commission Expires Nov 03, 2025

See Attached California ^{am}
All-Purpose Acknowledgment

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

COPY

On this 6th day of Feb., 2023, before me, a Notary Public in and for said State, personally appeared **PHIL MCGRANE**, as Secretary of State of Idaho, that executed the within instrument, and acknowledged to me that he executed the within instrument as said Secretary of State and that the State Board of Land Commissioners and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

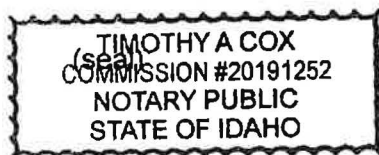


Lisa Mason
Notary Public for State of Idaho
My Commission Expires: 11/14/25

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this 12th day of JANUARY, 2023, before me, a Notary Public in and for said State, personally appeared **DUSTIN T. MILLER**, the Director of the Idaho Department of Lands and Secretary of the State Board of Land Commissioners, and acknowledged to me that he executed the within instrument as said Director and Secretary, and that the State Board of Land Commissioners and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.



Timothy A Cox
Notary Public for State of Idaho
My Commission Expires: 6/25/25

COPY

EXHIBIT A

Page 1

Legal Description for Easement Area

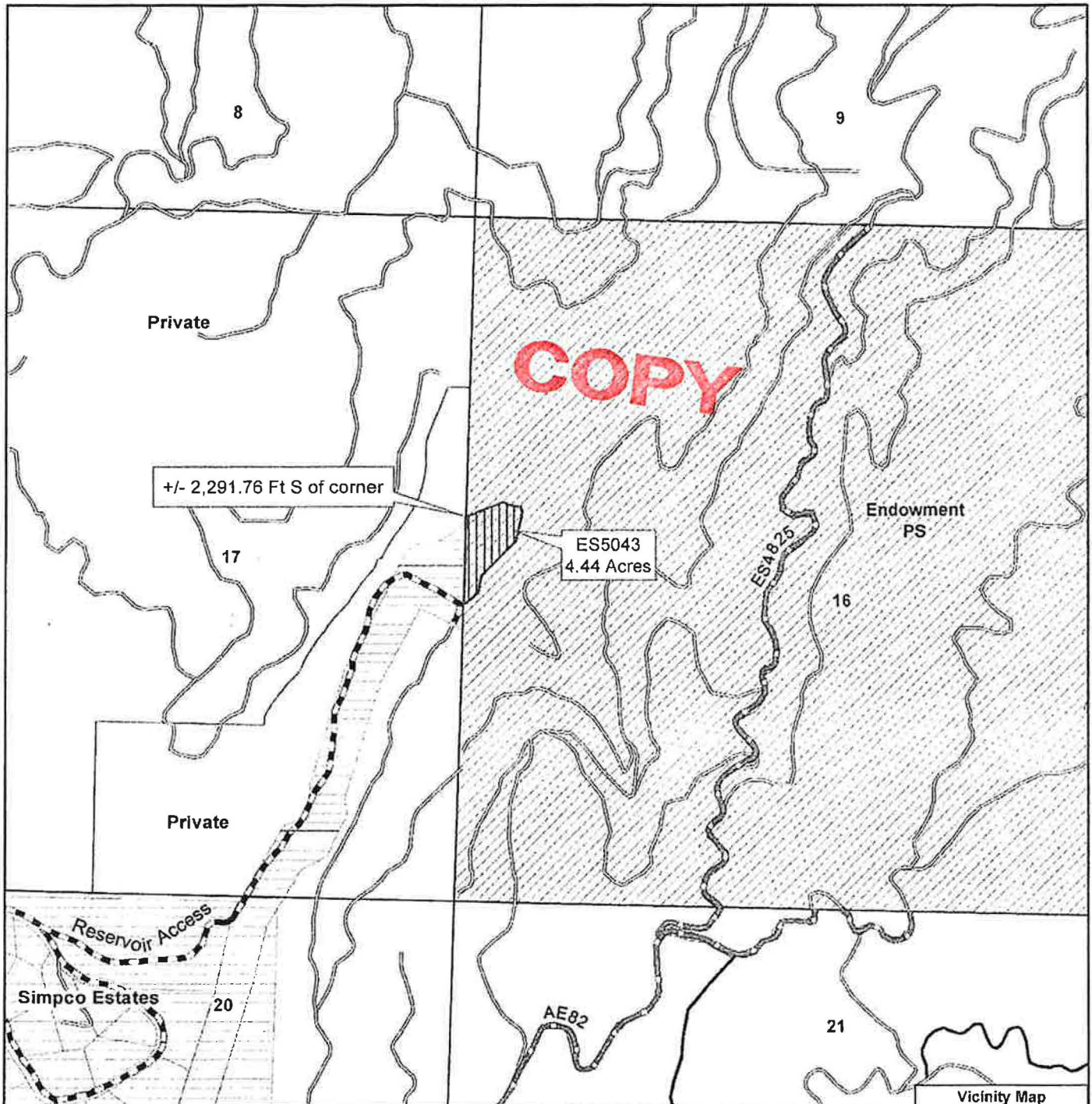
A parcel of land located in parts of the SW1/4NW1/4 and parts of the NW1/4SW1/4 of Section 16, Township 16 North, Range 4 East, Boise Meridian, Valley County, Idaho, and more specifically described as:

Commencing at the northwest corner of Section 16, Township 16 North, Range 4 East, Boise Meridian, thence South 00°03'00" East, 2,291.76 feet along the west section line of said Section 16 to a point, said point being the REAL POINT OF BEGINNING; thence North 66°58'00" East, 308.18 feet; thence South 63°54'04" East, 45.03 feet; thence South 81°02'01" East, 88.31 feet; thence South 27°50'41" East, 40.60 feet; thence South 10°32'20" West, 224.35 feet; thence South 42°40'01" West, 375.58 feet; thence South 09°03'05" West, 132.42 feet; thence South 47°32'46" West, 116.31 feet; thence South 57°20'18" West, 32.57 feet to a point on the west section line of said Section 16, thence North 00°03'00" West, 672.48 feet along the said section line returning to the real point of beginning, said point being the terminus of said easement, the above described area containing 4.44 acres, more or less.



EXHIBIT A - Page 2
Easement - ES5043 AMENDED
T16N R04E Sec 16

Page 11 of 13



Legend

- | | |
|-------------------|---------------------|
| Reservoir Access | Easement Area |
| Existing Easement | Simco Estates |
| Local Road | Private |
| | Endowment |
| | PS - Public Schools |

Payette Lakes Area

Valley County

K. Allen
9/11/2019

Scale 1:12,540

0 0.1 0.2
Miles

Disclaimer:
Easement lines shall be adjusted, extended
and/or shortened to begin on, end on, and
conform to Grantor's property lines

This map has been compiled using the best
information available to the Idaho Department
of Lands at the time and may be updated
and/or revised without notice.
In situations where known accuracy and
completeness is required, the user has the
responsibility to verify the accuracy of the map
and the underlying data sources

Vicinity Map
ES5043

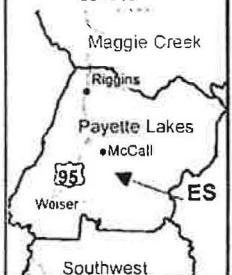


EXHIBIT B

STATE OF IDAHO EASEMENT

NO. 5043

THIS INDENTURE, made this 24th day of May, 1982, by and between the STATE OF IDAHO, acting by and through the State Board of Land Commissioners,

as party of the first part, and SIMPCO LANDS, P.O. Box 769, Smith River, California 95567, as party of the second part;

WITNESSETH: That for and in consideration of the sum of SEVEN THOUSAND SEVEN HUNDRED FORTY-FOUR AND NO/100 DOLLARS (\$7,744.00), lawful money of the United States of America, receipt whereof is hereby acknowledged, the party of the first part does hereby grant to the party of the second part an easement for the purpose of constructing, using and maintaining a reservoir over and across the following described lands situated in VALLEY County, State of Idaho, to-wit:

A parcel of land more particularly described as follows:

Commencing at the northwest corner of Section 16, Township 16 North, Range 4 East, Boise Meridian, thence South 00°03'00" East, 2,291.76 feet along the west section line of said Section 16 to a point, said point being the REAL POINT OF BEGINNING; thence North 66°58'00" East, 308.18 feet; thence South 63°54'04" East, 45.03 feet; thence South 81°02'01" East, 88.31 feet; thence South 27°50'41" East, 40.60 feet; thence South 10°32'20" West, 224.35 feet; thence South 42°40'01" West, 375.58 feet; thence South 09°03'05" West, 132.42 feet; thence South 47°32'46" West, 116.31 feet; thence South 57°20'18" West, 32.57 feet to a point on the west section line of said Section 16, thence North 00°03'00" West, 672.48 feet along the said section line returning to the real point of beginning, said point being the terminus of said easement, the above described area containing 4.44 acres, more or less.

Instrument # 423515
VALLEY COUNTY, CASCADE, IDAHO
8-13-2018 10:49:17 AM No. of Pages: 2
Recorded for: IDOL
DOUGLAS A. MILLER Fee: 15.00
Ex-Officio Recorder Deputy
Index to EASEMENT

CW

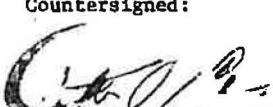
COPY

It is further understood and agreed that in the event the lands hereinabove described are not used for the purposes herein specified for any five-year period the State Board of Land Commissioners may declare such right of way forfeited and the use of the lands will revert back to the State of Idaho or to the record owner of the lands.

IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director.

STATE BOARD OF LAND COMMISSIONERS

Countersigned:


Secretary of State



President of the State Board of Land Commissioners


Director, Department of Lands
WDM

COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Del Norte)

On April 25, 2022 before me, Aleta M. Mattz, Notary Public
Date Here Insert Name and Title of the Officer

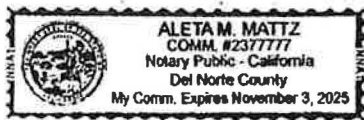
personally appeared David C. Powell

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Aleta M. Mattz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: State of Idaho - Amended Easement ES 5043

Document Date: 04/25/2022 Number of Pages: 13

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 19____, before me, the undersigned, a notary public in and for said State, personally appeared _____

known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he executed the same.

Notary Public Residing at _____

My Bond Expires _____

COPY

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 27 day of May, 19 82, before me, a Notary Public in and for said State, personally appeared JOHN V. EVANS, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; PETE T. CENARRUSA, known to me to be the Secretary of State of the State of Idaho; and G. C. TROMBLEY, known to me to be the Director of the Department of Lands of the State of Idaho, that executed the said instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

John B. Brogan
JOHN B. BROGAN: Notary Public residing at Idaho City, Idaho

My Bond Expires August 25, 1982.

STATE OF IDAHO EASEMENT

NO. 5043

THIS INDENTURE, made this 24th day of May, 19 82, by and between the STATE OF IDAHO, acting by and through the State Board of Land Commissioners,

as party of the first part, and SIMPCO LANDS, P.O. Box 769, Smith River, California 95567, as party of the second part;

WITNESSETH: That for and in consideration of the sum of SEVEN THOUSAND SEVEN HUNDRED FORTY-FOUR AND NO/100 DOLLARS (\$7,744.00), lawful money of the United States of America, receipt whereof is hereby acknowledged, the party of the first part does hereby grant to the party of the second part an easement for the purpose of constructing, using and maintaining a reservoir over and across the following described lands situated in VALLEY County, State of Idaho, to-wit:

A parcel of land more particularly described as follows:

Commencing at the northwest corner of Section 16, Township 16 North, Range 4 East, Boise Meridian, thence South 00°03'00" East, 2,291.76 feet along the west section line of said Section 16 to a point, said point being the REAL POINT OF BEGINNING; thence North 66°58'00" East, 308.18 feet; thence South 63°54'04" East, 45.03 feet; thence South 81°02'01" East, 88.31 feet; thence South 27°50'41" East, 40.60 feet; thence South 10°32'20" West, 224.35 feet; thence South 42°40'01" West, 375.58 feet; thence South 09°03'05" West, 132.42 feet; thence South 47°32'46" West, 116.31 feet; thence South 57°20'18" West, 32.57 feet to a point on the west section line of said Section 16, thence North 00°03'00" West, 672.48 feet along the said section line returning to the real point of beginning, said point being the terminus of said easement, the above described area containing 4.44 acres, more or less.

COPY

Instrument # 423515
VALLEY COUNTY, CASCADE, IDAHO
9-13-2019 10:48:17 AM No. of Pages: 2
Recorded for: IDOL
DOUGLAS A. MILLER Fee: 15.00
Ex-Officio Recorder Deputy
Index to: EASEMENT

CW

It is further understood and agreed that in the event the lands hereinabove described are not used for the purposes herein specified for any five-year period the State Board of Land Commissioners may declare such right of way forfeited and the use of the lands will revert back to the State of Idaho or to the record owner of the lands.

IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director.

STATE BOARD OF LAND COMMISSIONERS

Countersigned:

[Signature]
Secretary of State



[Signature]
President of the State of Idaho and
President of the State Board of Land
Commissioners

[Signature]
Director, Department of Lands
W.D.M.

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 19____, before me, the undersigned, a notary public in and for said State, personally appeared _____

known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he executed the same.

Notary Public Residing at

My Bond Expires _____

COPY

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 24 day of May, 19 82, before me, a Notary Public in and for said State, personally appeared JOHN V. EVANS, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; PETE T. CENARRUSA, known to me to be the Secretary of State of the State of Idaho; and G. C. TROMBLEY, known to me to be the Director of the Department of Lands of the State of Idaho, that executed the said instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

John B. Brogan
JOHN B. BROGAN: Notary Public residing at Idaho City, Idaho

My Bond Expires August 25, 1982.

QUITCLAIM DEED

FOR VALUE RECEIVED, SIMPCO LANDS, a California Limited Partnership, the Grantor, does hereby convey, release and forever quitclaim unto SIMPCO ESTATES PROPERTY OWNERS' ASSOCIATION, INC., whose address is 14089 Morrell Road, McCall, Idaho, 83638, the Grantee, all right, title and interest it may have or may hereinafter acquire in the following described real property situated in Valley County, Idaho, more particularly described as follows, to-wit:

Exhibit "A" attached hereto

DATED this 6th day of July, 1995.

SIMPCO LANDS, a California Limited Partnership, by L. H. Simonson, General Partner

COPY

By: [Signature]
LARRY SIMONSON, Attorney-in-Fact
for L. H. Simonson

STATE OF IDAH0)
County of VALLEY)

On this the 6th day of July, 1995, before me, STEVEN J. MILLERMAN, a Notary Public in and for said State, personally appeared LARRY SIMONSON, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact for L.H. SIMONSON, and acknowledged to me that he subscribed the name of LARRY SIMONSON thereto as principal and his 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.

[Signature]
NOTARY PUBLIC FOR IDAH0
Residing at McCall
My Commission Expires 5/31/96

THOMAS W. KERR
PLS 998

KERR SURVEYING
PO BOX 853
McCALL, IDAHO
208-634-2686
February 21, 1995

JOEL W. DROULARD
PLS 5357

COPY

SIMPCO ESTATES COMMON AREAS

A parcel of land situate in the NW $\frac{1}{4}$ of Section 20, T. 16 N., R. 4 E., B.M., Valley County, Idaho, being a portion of Simpco Estates, as shown on the official plat thereof on file in the office of the Recorder of Valley County, Idaho, in Book 8 on Page 52 of Plats, more particularly described as follows:

Commencing at an aluminum cap marking the Center $\frac{1}{4}$ Corner of Section 20, T. 16 N., R. 4 E., B.M., Valley County, Idaho; thence, S. 89° 50' 38" W., 1,131.62 feet along the south boundary of said NW $\frac{1}{4}$ to a $\frac{1}{2}$ " rebar at the southwest corner of Lot 25, said Simpco Estates, the REAL POINT OF BEGINNING:

Thence, continuing S. 89° 50' 38" W., 393.36 feet to a $\frac{1}{2}$ " rebar at the southeast corner of Lot 8, said Simpco Estates,
thence, N. 00° 03' 00" W., 1,124.78 feet to a $\frac{1}{2}$ " rebar marking the southwest corner of Lot 18, said Simpco Estates,
thence, S. 76° 05' 00" E., 556.18 feet to a $\frac{1}{2}$ " rebar marking the southeast corner of Lot 19, said Simpco Estates,
thence, S. 11° 30' 00" E., 415.55 feet to a $\frac{1}{2}$ " rebar marking the southwest corner of Lot 23, said Simpco Estates,
thence, S. 30° 42' 45" W., 319.88 feet to a $\frac{1}{2}$ " rebar marking the northwest corner of said Lot 25,
thence, S. 11° 55' 30" W., 314.51 feet to the Point of Beginning, containing 12.7 acres, more or less.

Also, a parcel of land situate in Sections 17 and 20, T. 16 N., R. 4 E., B.M., Valley County, Idaho, being a portion of Simpco Estates, as shown on the official plat thereof on file in the office of the Recorder of Valley County, Idaho, in Book 8 on Page 52 of Plats, more particularly described as follows:

Commencing at an aluminum cap marking the Center $\frac{1}{4}$ Corner of Section 20, T. 16 N., R. 4 E., B.M., Valley County, Idaho; thence, N. 89° 50' 38" E., 34.00 feet along the south boundary of the NE $\frac{1}{4}$ of said Section 20 to a $\frac{1}{2}$ " rebar, the REAL POINT OF BEGINNING:

thence, N. 29° 17' 50" E., 1,051.62 feet to a $\frac{1}{2}$ " rebar on the easterly boundary of Lot 30, said Simpco Estates,
thence, N. 16° 05' 20" E., 1,084.69 feet to a 5/8" rebar marking the NE corner of Lot 31, said Simpco Estates,

SIMPCO ESTATES COMMON AREAS

Sheet 2

COPY

thence, N. 11° 14' 30" E., 616.40 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, N. 29° 31' 00" E., 782.30 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, N. 72° 44' 00" E., 187.10 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, N. 01° 54' 15" E., 271.10 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, N. 15° 16' 30" E., 920.30 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, N. 26° 09' 30" E., 667.28 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, N. 23° 43' 00" E., 201.86 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, N. 28° 13' 00" E., 146.70 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, N. 37° 40' 30" E., 65.00 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, N. 68° 49' 30" E., 71.60 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, S. 83° 29' 00" E., 92.50 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, N. 57° 19' 00" E., 233.50 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, N. 26° 29' 30" E., 88.46 feet to a 5/8" rebar on the
line common to Sections 16 and 17, T. 16 N., R. 4 E.,
B.M., Valley County, Idaho,
thence, S. 00° 08' 41" W., 353.16 feet to the $\frac{1}{4}$ corner common
to said Sections 16 and 17,
thence, S. 00° 20' 59" W., 505.30 feet along the line common
to said Sections 16 and 17, to a 5/8" rebar,
thence, N. 64° 53' 15" W., 355.66 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, S. 26° 09' 30" W., 644.32 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, S. 15° 16' 30" W., 930.20 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, S. 10° 46' 15" E., 127.80 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, S. 25° 10' 54" W., 243.44 feet to a 1 $\frac{1}{2}$ " aluminum cap
on the boundary of said Simpcó Estates,
thence, S. 21° 39' 13" W., 105.31 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, S. 60° 46' 00" W., 231.13 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, S. 29° 20' 30" W., 508.70 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,
thence, S. 12° 45' 45" W., 449.10 feet to a 5/8" rebar on the
boundary of said Simpcó Estates,

SIMPCO ESTATES COMMON AREAS
Sheet 3

thence, S. 15° 54' 45" W., 1,360.80 feet to a 5/8" rebar on
the boundary of said SimpcO Estates,
thence, S. 28° 42' 00" W., 813.10 feet to a 5/8" rebar on the
south boundary of the NE $\frac{1}{4}$ of said Section 20,
thence, S. 89° 50' 38" W., 376.60 feet to the Point of
Beginning, containing 42.24 acres, more or less.

COPY

212190
TWC Duct 11
L. S. HERRICH
VALLEY COUNTY RECORDER
BY *[Signature]*
FEE *12.00*
'95 JUL 21 AM 11 08
REQUESTED BY *[Signature]*
RECORDED



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 • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

January 08, 2024

SIMPCO ESTATES PROPERTY OWNERS' ASSOCIATION
1141 N COVE COLONY WAY
EAGLE ID 83616-4689

RE: Change in Ownership for Water Right No(s): **65-7209**

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on November 02, 2023 for the above referenced water rights. The Notice could not be processed because the Department did not receive the necessary proof of water right ownership documentation.

On November 03, 2023, the Department requested the required information from you. As of the date of this letter, the Department has not received the required information.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$25 has been requested and will be mailed to ROBERT W LUFFEL under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

If you have any questions regarding this matter, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

Mansfield, Debra

From: Mansfield, Debra
Sent: Friday, January 5, 2024 11:56 AM
To: IdwrPayable
Subject: CORRECTED REFUND - Robert W Luffel

TO: Sascha Marston, Susan Steed

FROM: Debra Mansfield

DATE: January 5, 2024

RE: Refund: Notice Of Change In Water Right Ownership

Simpco Estates Property Owners' Association submitted a Notice Of Change In Water Right Ownership but did not provide an adequate deed to complete the request.

Please issue a refund of \$25.00 to:

ROBERT W LUFFEL
1141 N COVE COLONY WAY
EAGLE ID 83616

RECEIPT #

C117268

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

Mansfield, Debra

From: John Marshall <john@jmarshalllaw.com>
Sent: Friday, January 5, 2024 9:58 AM
To: Mansfield, Debra
Subject: Re: Ownership change status - 65-7209

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.

Debra, please return the application and attachments. The HOA has elected not to proceed with the change for now.
Thank you,
John

On Fri, Jan 5, 2024 at 8:21 AM Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov> wrote:

John,

I am reaching out Regarding the pending ownership change for water right 65-7209 for Simpco Estates Property Owners' Association. Kayleen Richter informed me that she had been in communication with you regarding the documentation needed for this Notice to be processed.

I was wondering if you are currently working on acquiring a quitclaim deed from Simpco Lands or if the Department should return the Notice at this time.

Please respond to this email within 7 days. If we do not receive a response to this email, we will return your notice and all attachments and your notice will not be processed.

Thank you,

Debra Mansfield | Technical Records Specialist 1

IDWR – State Office

322 E Front St, Boise ID 83702-7371

(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

Mansfield, Debra

From: Richter, Kayleen
Sent: Tuesday, December 12, 2023 3:43 PM
To: Mansfield, Debra
Subject: RE: 65-7209 - Response to IDWR Letter on ownership change

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Debra,

I just spoke with John Marshall about the quitclaim deed/partial decree issue. He understood but asked what changed to make the partial decree such a bright line (for lack of a better term). I directed him to the Idaho Supreme Court's 2019 decision in First Security Corporation v. Belle Ranch, LLC, which should answer his question. I will be in touch if I hear anything further from him. Hopefully they can execute another quitclaim deed or find another way to move forward.

If you need anything else, please let me know!

Thank you very much,

Kayleen

From: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Sent: Friday, December 8, 2023 1:06 PM
To: Richter, Kayleen <Kayleen.Richter@idwr.idaho.gov>
Subject: RE: 65-7209 - Response to IDWR Letter on ownership change

That is perfect Kayleen. Thank you very much. Please keep me posted!

I hope you have a good weekend.

Debra Mansfield | Technical Records Specialist 1

IDWR – State Office

322 E Front St, Boise ID 83702-7371

(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

From: Richter, Kayleen <Kayleen.Richter@idwr.idaho.gov>

Sent: Friday, December 8, 2023 11:03 AM

To: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>

Cc: Baxter, Garrick <Garrick.Baxter@idwr.idaho.gov>

Subject: RE: 65-7209 - Response to IDWR Letter on ownership change

Hi Debra,

I reviewed the notice of change in water right ownership, the deficiency letter, Mr. Marshall's letter in response and the documents he provided, and the water right file. It's my opinion that the circumstances of the easement and its assignment in 2023 do not change or remedy the issue that the conveyance from Simpco Lands to Simpco Estates Property Owners' Assn predates the partial decree to Simpco Lands. As you noted in the deficiency letter, the Department cannot rely on a pre-decree conveyance to process a post-decree change in ownership. My advice would be

that the owners execute a new quitclaim deed. Would you be comfortable with me reaching out to Mr. Marshall to explain?

Let me know what you think!

Best,



Kayleen Richter | Deputy Attorney General
Idaho Department of Water Resources | Energy and Natural Resources Division
Office of the Attorney General | State of Idaho
208-287-4809 | ag.idaho.gov

NOTICE: This message, including any attachments, is intended only for the individual(s) or entity(ies) named above and may contain information that is confidential, privileged, attorney work product, or otherwise exempt from disclosure under applicable law. If you are not the intended recipient, please reply to the sender that you have received this transmission in error, and then please delete this email.

From: Baxter, Garrick <Garrick.Baxter@idwr.idaho.gov>
Sent: Monday, November 27, 2023 2:04 PM
To: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Cc: Richter, Kayleen <Kayleen.Richter@idwr.idaho.gov>
Subject: RE: 65-7209 - Response to IDWR Letter on ownership change

Hi Debra,

We received your email. We are focusing on getting an order out in another matter. It is ok if this sits until then? It will likely get to it no later than two weeks. Let us know if you need it sooner.



Garrick Baxter | Lead Deputy Attorney General
Idaho Department of Water Resources | Energy and Natural Resources Division
Office of the Attorney General | State of Idaho
208-287-4811 | ag.idaho.gov

NOTICE: This message, including any attachments, is intended only for the individual(s) or entity(ies) named above and may contain information that is confidential, privileged, attorney work product, or otherwise exempt from disclosure under applicable law. If you are not the intended recipient, please reply to the sender that you have received this transmission in error, and then please delete this email.

From: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Sent: Wednesday, November 22, 2023 11:25 AM
To: Baxter, Garrick <Garrick.Baxter@idwr.idaho.gov>
Subject: FW: 65-7209 - Response to IDWR Letter on ownership change

Hello Garrick,

Jean instructed me to forward this to you for review. I am working on this Ownership Change and received this response regarding a deficiency letter sent on 11/3/2023. I have also attached that so you can review the deficiency (Word Doc).

Please let me know if you need anything else. I have informed John that this information was forwarded for further consideration.

Thank you,

Debra Mansfield | Office Specialist II
IDWR - Western Region
2735 W Airport Way, Boise ID 83705
(208) 334-2190 | Debra.Mansfield@idwr.idaho.gov

From: John Marshall <john@jmarshalllaw.com>

Sent: Tuesday, November 21, 2023 3:13 PM

To: IDWR File <file@idwr.idaho.gov>; Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>

Cc: Bob Luffel <bob@alpineastro.com>; James Miller <mill47jf@gmail.com>; James Dugger
<ccdrconstruction@gmail.com>

Subject: 65-7209 - Response to IDWR Letter on ownership change

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.

Debra, please see the attached letter on behalf of Simpco Estates Owners Association responding to IDWR's request for additional information. Thank you,

John

From: John Marshall <john@jmarshalllaw.com>
Sent: Wednesday, November 22, 2023 11:03 AM
To: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Subject: Re: 65-7209 - Response to IDWR Letter on ownership change

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.

That is strange. It was attached to my letter, but clearly did not show up when attached. In any event, the approval of the transfer of the easement is attached here. Let me know if you need anything else. Thank you,

John

On Wed, Nov 22, 2023 at 10:57 AM Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov> wrote:

John,

Do you have a copy of the easement transfer? I am sorry I did not notice before that It is not in your original message.

Thank you,

Debra Mansfield | Technical Records Specialist 1

IDWR – State Office

322 E Front St, Boise ID 83702-7371

(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

From: John Marshall <john@jmarshalllaw.com>
Sent: Wednesday, November 22, 2023 10:30 AM

To: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>

Subject: Re: 65-7209 - Response to IDWR Letter on ownership change

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.

Thank you.

On Wed, Nov 22, 2023 at 9:52 AM Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov> wrote:

John,

Thank you for the response. I have forwarded it to my legal team for review.

Sincerely,

Debra Mansfield | Technical Records Specialist 1

IDWR – State Office

322 E Front St, Boise ID 83702-7371

(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

From: John Marshall <john@jmarshalllaw.com>

Sent: Tuesday, November 21, 2023 3:13 PM

To: IDWR File <file@idwr.idaho.gov>; Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>

Cc: Bob Luffel <bob@alpineastro.com>; James Miller <mill47if@gmail.com>; James Dugger <ccdrconstruction@gmail.com>

Subject: 65-7209 - Response to IDWR Letter on ownership change

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.

Debra, please see the attached letter on behalf of Simpco Estates Owners Association responding to IDWR's request for additional information. Thank you,

John

John Marshall Law PLLC

575 W Bannock, Suite B
Boise, ID 83702

phone 208-991-2701
fax 208-906-8043
john@jmarshalllaw.com

November 21, 2023

RECEIVED

Nov 21, 2023

Via Email: Debra.Mansfield@idwr.idaho.gov and file@idwr.idaho.gov

DEPARTMENT OF
WATER RESOURCES

Debra Mansfield
Idaho Department of Water Resources
322 East Front Street, Suite 648
P.O. Box 83720
Boise, ID 83720-0098

Subject: Response to Letter Dated November 3, 2023 – Request for Additional
Information on Change of Ownership for Water Right 65-7209

Dear Debra:

I am writing on behalf of Simpco Estates Property Owners' Association ("Simpco HOA") in response to your letter dated November 3, 2023, requesting additional information for the processing of the change of ownership for Water Right 65-7209.

We appreciate the Idaho Department of Water Resources' diligence in ensuring the accurate and lawful transfer of water rights. While we acknowledge the recent court decision affecting the review of pre-decree ownership information, we believe it is crucial to bring to your attention the unique circumstances surrounding Water Right 65-7209.

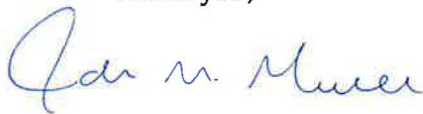
A significant portion of the designated place of use for Water Right 65-7209 is situated on land owned by the State of Idaho. The original owner of the water right obtained authorization to utilize this portion of the place of use through an easement granted by the State of Idaho. The transfer of this easement to Simpco HOA underwent a meticulous multiyear process, culminating in its completion in 2023, well after the 2020 decree date. For your reference, a copy of the easement transfer document is enclosed.

Until the aforementioned transfer process was finalized, Simpco HOA did not possess the legal entitlement to utilize the entire place of use. Consequently, the association was unable to proceed with the change of ownership for Water Right 65-7209. Following confirmation of ownership of the State of Idaho easement, Simpco HOA promptly filed its notice of change.

Given this historical context regarding ownership and entitlement to the place of use, we kindly request the expedited processing of Simpco HOA's notice of change for Water Right 65-7209.

Thank you for your attention to this matter. If you require any further information or clarification, please do not hesitate to contact me.

Thank you,

A handwritten signature in blue ink, appearing to read "John M. Marshall". The signature is fluid and cursive, with the first name "John" being the most prominent.

John M. Marshall

Cc: client

Mansfield, Debra

From: Mansfield, Debra
Sent: Friday, November 3, 2023 11:23 AM
To: bob@alpineastro.com
Subject: RE: Notice of Change in Water Right Ownership for Water Right No. 65-7209
Attachments: Ownership Change 65-7209.docx

Bob,

Thank you for speaking with me on the phone. Per our discussion, here is the Department's letter regarding your ownership change. Please feel free to email any documentation you would like to submit to file@idwr.idaho.gov. That is our submission email. You are always welcome to email and/or call me with any questions.

Thank you,

Debra Mansfield | Office Specialist II
IDWR - Western Region
2735 W Airport Way, Boise ID 83705
(208) 334-2190 | Debra.Mansfield@idwr.idaho.gov



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 • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

November 03, 2023

SIMPCO ESTATES PROPERTY OWNERS' ASSOCIATION
1141 N COVE COLONY WAY
EAGLE ID 83616-4689

RE: Change in Ownership for Water Right No(s): 65-7209

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

This Water Right was legally Decreed to SIMPCO LANDS on October 30, 2000. Any Conveyance documents that predate this decree cannot be used for this process. This includes the Quitclaim deed document you provided dated July 6, 1995.

The Department will need new documentation showing the conveyance of the water right from Simpcos Lands to Simpcos Estates Property Owners' Association that is dated after the decree date of 10/30/2000. One solution we recommend if you cannot locate this documentation, or if it does not yet exist, is for the decreed water right owner to newly quitclaim their interest in the water rights to the landowner.

Because the Department cannot process the Notice Assignment without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)