Form 42-248/42-1409(6) Rev. 6/22

RECEIVED
JUN 25 2026
DEPT. OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES DE

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?
78-7151	Yes ☐	Yes ☐		Yes ☐	Yes ☐
78-4008	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: John Roger Dobroth, Sue Lambert
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Braun Jensen Inc.
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

   3250 Goodrich Rd | Cambridge | ID | 83610
   Mailing address | City | State | Zip

   208 257 3330, Darin Braun: 208 550 2684 | dbraun@braun jensen.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: Feburary 2, 2024

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.

   SUPPORT DATA
   FILE # 78-4008

   - ☐ 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: D B
   Signature of new owner/claimant
   Darin C. Braun
   Print name
   President
   Title, if applicable
   6/22/26
   Date

   SCANNED
   JUN 25 2026

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

For IDWR Office Use Only:

Receipted by VW Date 6-25-26 Receipt No. C126919 Receipt Amt. $50.00

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 PL Date 6/25/2026

AmeriTitle

READ AND APPROVED (Initials)
X DCJ
X CDT

WARRANTY DEED

Order No.: 278620AM

FOR VALUE RECEIVED

John R Dobroth, an unmarried man

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Braun-Jensen, Inc., an Idaho corporation

whose current address is:
509 S 9th Street
Payette, ID 83661

the grantee(s), the following described premises, in Adams County, Idaho, TO WIT:

See Attached Exhibit 'A'

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: January _____, 2019

_____
John R Dobroth

State of Idaho } ss
County of _____}

On this _____ day of January, 2019, before me, _____ a Notary Public in and for said state, personally appeared John R. Dobroth, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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 the State of Idaho
Residing at: _____
Commission Expires:

EXHIBIT "A"

278620AM

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho:
Section 27: SE1/4NW1/4 and all that part of the SW1/4NE1/4 lying West of the US Highway 95 right-of-way as now established.
EXCEPTING THEREFROM the right-of-way of Highway 95 as recorded in Second Judgment and Decree of Condemnation recorded December 15, 1999 as Instrument No. 97300.
ALSO EXCEPTING THEREFROM the following tracts of land:
Tract 1
Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho:
Section 27: A parcel of land situated in the SW1/4NE1/4 more particularly described as follows:
Commencing at a brass cap marking the ¼ corner common to Sections 26 and 27, T22NR1EBM, Adams County, Idaho;
Thence North 89°53'23" West 1718.08 feet along the center section line of said Section 27 to the West right-of-way of state Highway 95;
Thence 328.99 feet along a non-tangent curve to the right whose Long chord bears North 20°43'49" West 328.60 feet, whose radius is 1960.00 feet and delta angle is 09°37'02" along said West right-of-way to the REAL POINT OF BEGINNING;
Thence South 80°58'54" West 174.01 feet;
Thence 161.99 feet along a non-tangent curve to the right whose long chord bears North 13°33'38" West 161.95 feet whose radius is 2133.37 feet and delta angle is 04°21'02";
Thence South 80°58'54" West 126.00 feet;
Thence 106.49 feet along a non-tangent curve to the right whose long chord bears North 09°38'02" West 106.48 feet whose radius is 2059.90 feet and delta angle is 02°57'43";
Thence North 08°12'13" West 223.51 feet;
Thence North 11°55'50" East 595.90 feet to the North boundary of said SW1/4NE1/4 at its intersection with the West right-of-way of State Highway 95;
Thence South 22°46'48" East 129.17 feet along said right-of-way to Station 394+50.0;
Continued
Thence South 22°35'03" East 249.30 feet along said right-of-way to Station 391+90.02;
Thence South 08°15'39" East 416.50 feet along said right-of-way to Station 387+96.37;
Thence 264.23 feet along a curve to the left whose radius is 1960.00 feet and delta angle is 07°43'27" along said right-of-way to the REAL POINT OF BEGINNING.

#10

INSTRUMENT NO. 27934

Oct 2 - 1939

Blackfoot 044852 and 045606

THE UNITED STATES OF AMERICA,

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Blackfoot, Idaho, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of

James McCorkell

has been established and duly consummated, in conformity to law, for the

SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN IN TOWNSHIP TWENTY-TWO NORTH OF RANGE ONE EAST OF THE BOISE MERIDIAN, IDAHO, CONTAINING ONE HUNDRED SIXTY ACRES, according to the Official Plat of the Survey of the said Land, on file in the General Land Office:

NOW KNOW YE, That there is, therefore, granted by the United States unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States. Reserving unto the United States, its permittee or licensee, the right to enter upon, occupy and use, any part or all of the northwest quarter of the southeast quarter of said Section twenty-seven for the purposes provided in the Act of June 10, 1920 (41 Stat. 1063) and subject to the conditions and limitations of Section 24 of said Act, as amended by the Act of August 26, 1935, (49 Stat. 848).

IN TESTIMONY WHEREOF, I, Franklin D. Roosevelt, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the twenty-fifth day of September in the year of our Lord one thousand nine hundred and thirty-nine and of the Independence of the United States the one hundred and sixty-fourth.

By the President: Franklin D Roosevelt

By Jeanne Kavanagh, Secretary

E S Clinton

Acting Recorder of the General Land Office

(S E A L)
UNITED STATES
GENERAL LAND
OFFICE

RECORDED: Patent
Number 1105282

Recorded at request of James McCorkell at 25 minutes past 11 o'clock A. M., this 10 day of August A. D. 1943.

Matilda Moser Recorder
By Bessie Hissman Deputy

Fee $1.00

INSTRUMENT NO. 37644

THIS INDENTURE, Made this 9th day of July in the year of our Lord one thousand nine hundred and Fifty-two, between Clarence E. Austin and Agnes A. Austin, his wife of New Meadows, County of Adams, State of Idaho, the parties of the first part, and Everett F. Bennett and Elizabeth B. Bennett, his wife, of New Meadows, County of Adams, 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 Eighty-five hundred and no/100 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 ____, County of Adams, State of Idaho, to-wit:

A tract or parcel of land situate in the Southwest Quarter of the North-east quarter of Section Twenty-seven (27), in Township Twenty-two (22) North, Range One(1) East, Boise Meridian, particularly described as follows; Commencing therefore at a point on the Westerly boundary of the right of way of U. S. Highway No. 95, as now established, which is 104 feet Southerly of U. S. Highway Survey Station 389 plus 77.9 PT., 3° rt and which Survey Station is now established on the boundary of said Highway by a concrete highway ... survey station monument and running thence Northerly along the Westerly boundary of said highway right of way 330 feet to a point, thence Westerly at right angles to said highway right of way 300 feet to a point; thence Southerly and parallel to said highway right of way 330 feet to a point, thence Easterly 300 feet to a point and place of beginning.

TOGETHER with a perpetual right and easement to construct a water storage tank in said Southwest Quarter of the Northeast Quarter of said Section, Township and Range at a point approximately 150 feet Westerly of the West boundary line of the tract herein conveyed, and to store water therein and conduct the same down to and upon the lands hereby conveyed by pipe line.

AND TOGETHER with all water and water rights and irrigation works of whatever nature used upon, connected with or in anywise appurtenant to the land herby conveyed.

INTERNAL REVENUE STAMPS ATTACHED AND CANCELLED $9.35

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 estate, 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 mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

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

Signed, Sealed and Delivered in Presence of _____

Clarence E. Austin (SEAL)
Agnes A. Austin (SEAL)

STATE OF IDAHO, }
County of Valley } ss.

On this 9th day of July in the year 1952, before me E. E. Armstrong, a Notary Public in and for said State, personally appeared Clarence E. Austin and Agnes M. Austin, his wife known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(NOTARIAL SEAL)

E. E. Armstrong
Notary Public for the State of Idaho
Residing at Donnelly--Ida, Idaho

Recorded at the request of Grace M. Hemenway at 25 minutes past 4 o'clock P. M. on the 9th day of November, 1956.

Anna P. Mink, Recorder
By Claire A. Perkins, Deputy

Fee $1.75

INSTRUMENT NO. 96605
PAGE 1 OF 9

INSTRUMENT NO 96605
State of Idaho } ss.
County of Adams }
Filed for record at the request of
Idaho Transportation Dept
01 min past 8 o'clock A M
this 9 day of August 1999
[illegible] Clerk, RECORDER
by [illegible] Deputy
Fee $N/C
Return to: ITD
Box 7129
Boise, ID 83707

HIGHWAY EASEMENT DEED

Project ER-3110(117)
Key No. 6868
Parcel 10 Parcel ID No. 0038264

THIS DEED, made this 28th day of July, 1999, by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, hereinafter referred to as the DEPARTMENT, and the STATE OF IDAHO, hereinafter referred to as the STATE:

W I T N E S S E T H :

WHEREAS, the STATE has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317), for the right-of-way of a highway over certain land owned by the United States in the State of Idaho, which is under the jurisdiction of the Department of Interior, Bureau of Land Management; and

WHEREAS, this transfer is further authorized under the provisions of the Act of Congress approved October 15, 1966 (80 Stat. 931, 937, Section 6[a][1][A]); and

WHEREAS, the Federal Highway Administrator, pursuant to delegations of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for right-of-way for U.S. HIGHWAY NUMBER 95, Project Number ER-3110(117) ; and

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C. 67-2301

HIGHWAY EASEMENT DEED

Project ER-3110(117)
Key No. 6868
Parcel 10 Parcel ID No. 0038264

WHEREAS, the Department of Interior, acting by and through the Bureau of Land Management, has agreed to the transfer by the DEPARTMENT of an easement over the land to the STATE;

NOW THEREFORE, the DEPARTMENT, as authorized by law, does hereby grant to the STATE an easement for a right-of-way for the operation and maintenance of a highway and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described land of the United States:

Sec. 27 : NWNE

as shown on Exhibit A, attached hereto and made a part hereof, subject, however, to the following terms, conditions, and covenants:

1. If outstanding valid claims exist on the date of this use authorization, the STATE shall obtain such permission as may be necessary on account of any such claims.
2. The use right herein authorized shall terminate 10 years, or sooner if agreed upon, from the date of execution of the transfer document by the DEPARTMENT to the STATE in the event construction of the highway has not been initiated during such period.
3. The use right herein authorized is limited to the described right-of-way and the space above and below for highway

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C. 67-2301

HIGHWAY EASEMENT DEED

Project ER-3110(117)
Key No. 6868
Parcel 10 Parcel ID No. 0038264

purposes and does not include any use rights for nonhighway purposes.

4. Retention of rights by the Bureau of Land Management to use, or authorize use on, any portion of the right-of-way for nonhighway purposes provided such use would not interfere with the free flow of traffic, impair the full use and safety of the highway, or be inconsistent with the provisions of Title 23 of the United States Code and the regulations pursuant thereto, and the DEPARTMENT and the State agency concerned shall be consulted prior to exercising such rights.

5. Location by the Bureau of Land Management of any Bureau information signs on the portions of the right-of-way outside of construction clearing limits except that such signs shall not be located on the right-of-way of an Interstate System.

6. Consistent with highway safety standards, the STATE agency shall:

   a. Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C. 67-2301

HIGHWAY EASEMENT DEED

Project ER-3110(117)
Key No. 6868
Parcel 10 Parcel ID No. 0038264

b. Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway.

c. Vegetate and keep vegetated with suitable species all earth cut of fill slopes feasible for revegetation or other areas on which ground cover is destroyed where it is deemed necessary prior to completion of the highway and shall maintain terracing, water bars, leadoff ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides, which occur during or after construction.

7. No sites for highway operation and maintenance facilities, camps, supply depots, or disposal areas within the right-of-way may be established without obtaining approval of the Bureau of Land Management authorized officer.

8. Application of chemicals shall be pursuant to the National Environment Policy Act and shall be approved by the DEPARTMENT prior to application by the STATE.

9. The provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 242) shall be complied with.

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C. 67-2301

#1

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

_____

_____

_____

_____

Instrument # 133300
COUNCIL, ADAMS, IDAHO
12-31-2018 04:01:17 PM No. of Pages: 10
Recorded for : TIMBERLINE TITLE & ESCROW
SHERRY WARD Fee: 15.00
Ex-Officio Recorder Deputy
Index to: EASEMENT

(Space Above for Recorder's Use)

ACCESS EASEMENT

This Access Easement is made effective this 28th day of December, 2018, by and between JOHN R. DOBROTH, a single person, of 2468 Hwy 95, Council, ID 83612 ("Dobroth"), and CHRISTIANSEN CONSTRUCTION, INC., an Idaho Corporation, of 659 Eastland Drive South, Twin Falls, ID 83301 ("Christiansen"). Dobroth and Christiansen may be collectively referred to as the parties.

RECITALS:

WHEREAS, John R. Dobroth is the owner of that certain property in Adams County, Idaho, as more fully described in ***Exhibit A***, which exhibit is attached hereto and incorporated herein ("Dobroth's Property"); and,

WHEREAS, Christianson Construction, Inc. is the owner of that certain property in Adams County, Idaho, as more fully described in ***Exhibit B***, which exhibit is attached hereto and incorporated herein ("Christiansen's Property"); and,

WHEREAS, the parties have agreed to exchange permanent non-exclusive easements for access across Exhibit "A" and Exhibit "B" along an existing driveway centered more or less on the shared property boundary line between the parties' above-described real property as more particularly described and depicted in attached ***Exhibit C***; and,

WHEREAS, the parties have agreed this access easement is to further describe and replace the fifty-foot (50') easement/right of way referenced in the deed recorded June 21, 2000 as instrument No. 98195 and the deed recorded June 4, 2003 as Instrument No. 103849 in the records of Adams County, Idaho.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Reciprocal Grant of Easement.** Dobroth grants to Christiansen, and Christiansen hereby grants to Dobroth a permanent non-exclusive easement and right-of-way, over and across the properties described in Exhibits "A" and "B" as more particularly described in attached Exhibit "C" ("Easement").

Said easement further describes and replaces the fifty-foot (50') easement/right of way referenced in the deed recorded June 21, 2000 as instrument No. 98195 and the deed recorded June 4, 2003 as Instrument No. 103849 in the records of Adams County, Idaho.

2. **Purpose of Easement.** The Easement shall be used for ingress and egress for vehicular travel for the parties and their respective representatives, customers, invitees, and agents. No parking of any vehicles shall be permitted on the Easement.

3. **Binding on Successors.** This Easement shall be recorded in the official records of Adams County, Idaho, and shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land.

4. **Counterparts.** This Easement may be executed in counterparts, each part being considered an original document, all parts being but one document.

5. **Indemnification.** Christiansen agrees to indemnify, defend and hold Dobroth, and his heirs, successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense that arise from its respective use or use by its respective customers, agents, invitees, or representatives of the Easement. Dobroth agrees to indemnify, defend and hold Christensen, and its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense that arise from his respective use or use by his respective customers, agents, invitees, or representatives of the Easement.

6. **Remedies.** In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Easement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.

7. **Easement Obstructions.** No fence or other barrier shall be erected or permitted within or across the Easement which would prevent or obstruct the passage of pedestrian or vehicular travel.

8. **Notices.** All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is (i) delivered to the party intended, (ii) delivered to the then current address of the party intended, or (iii) rejected at the then current address of the party intended, provided such writing was sent prepaid. The initial address of the signatories hereto is set forth above. Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day and year first written above.

John R. Dobroth
JOHN R. DOBROTH

CHRISTIANSEN CONSTRUCTION, INC.

By

KIRK CHRISTIANSEN,
Authorized Agent

STATE OF Idaho)
ss
County of Adams)

On this 28th day of December, 2018, before me, a Notary Public in and for said County and State, personally appeared JOHN R. DOBROTH, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he freely executed the same.

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

(Notary Seal)

Karen L. Amidon
Notary Public for the State of Idaho,
Residing at Cambridge, therein.
My commission expires 6-26-21.

KAREN L. AMIDON
COMMISSION NUMBER
NOTARY
PUBLIC
40234
STATE OF IDAHO

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day and year first written above.

_____
JOHN R. DOBROTH

CHRISTIANSEN CONSTRUCTION, INC.

By _____
KIRK CHRISTIANSEN,
Authorized Agent

STATE OF _____)
ss
County of _____)

On this ____ day of _____, 2018, before me, a Notary Public in and for said County and State, personally appeared JOHN R. DOBROTH, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he freely executed the same.

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

(Notary Seal)

_____
Notary Public for the State of _____,
Residing at _____, therein.
My commission expires _____.

STATE OF Idaho)
ss
County of Twin Falls)

On this 28th day of December, 2018, before me, a Notary Public in and for said County and State, personally appeared KIRK CHRISTIANSEN, authorized agent for CHRISTIANSEN CONSTRUCTION, INC., known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he freely executed the same for and on behalf of said corporation.

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

(Notary Seal)



Notary Public for the State of Idaho.
Residing at Twin Falls, Idaho, therein.
My commission expires 11/01/2022.

EXHIBIT A
"Dobroth's Property"

Township 32 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 27: SE1/4NW1/4 and all that part of the SW1/4NE1/4 lying West of the U.S. Highway 95 right-of-way as now established.
EXCEPTING THEREFROM the right-of-way of Highway 95 as recorded in Second Judgment and Decree of Condemnation recorded December 15, 1999 as Instr. No. 97300.

ALSO EXCEPTING THEREFROM the following tracts of land:
Tract 1
Township 32 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 27: A parcel of land situated in the SW1/4NE1/4 more particularly described as follows:
Commencing at a brass cap marking the 1/4 corner common to Sections 26 and 27, Township, Adams County, Idaho;
Thence North 89°53'23" West 1716.48 feet along the center section line of said Section 27 to the West right-of-way of State Highway 95;
Thence 328.99 feet along a non-tangent curve to the right whose long chord bears North 20°43'49" West 328.60 feet, whose radius is 1960.00 feet and delta angle is 09°37'53" along said West right-of-way to the SW1/4 NE1/4 POINT OF BEGINNING;
Thence South 80°59'34" West 174.94 feet;
Thence 161.99 feet along a non-tangent curve to the right whose long chord bears North 13°33'13" West 161.95 feet whose radius is 2139.37 feet and delta angle is 04°20'02";
Thence South 80°58'45" West 329.00 feet;
Thence 105.69 feet along a non-tangent curve to the right whose long chord bears North 09°32'02" West 105.68 feet whose radius is 2059.50 feet and delta angle is 02°56'43";
Thence North 08°03'13" West 283.51 feet;
Thence North 22°35'50" East 592.95 feet to the North boundary of said SW1/4NE1/4, at its intersection with the West right-of-way of State Highway 95;
Thence South 22°46'46" East 139.17 feet along said right-of-way to Station 324+50.0;
Thence South 22°55'03" East 249.30 feet along said right-of-way to Station 321+90.72;
Thence South 68°15'29" East 216.20 feet along said right-of-way to Station 320+95.37;
Thence 264.33 feet along a curve to the left whose radius is 1960.00 feet and delta angle is 07°43'27" along said right-of-way to the NE1/4 POINT OF BEGINNING.

Continued

EXHIBIT A CONTINUED

EXCEPTION PARCEL CONTINUED

Tract 2

A parcel of land situate in the S½ of the SW¼ of the NW¼, W½ of the NW¼ of the SW¼ and the W½ of the NW¼ of the SW¼ of Section 27, T. 22 N., R. 1 E., B.M., Adams County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the 1/4 Corner common to Sections 26 and 27, T. 22 N., R. 1 E., B.M., Adams County, Idaho; thence, N. 89° 53' 23" W., 1,715.58 feet along the center section line of said Section 27 to the West right-of-way of State Highway 95, the REAL POINT OF BEGINNING;

Thence, 35.01 feet along a non-tangent curve to the left, whose long chord bears S. 26° 06' 43" E., 35.01 feet, whose radius is 1,950.00 feet, and delta angle is 01° 01' 29" along said west right-of-way;

Thence, S. 27° 36' 49" E., 402.46 feet along said right-of-way;

Thence, S. 11° 33' 48" E., 238.89 feet along said right-of-way to the intersection with the south boundary of said W½ NW¼ SW¼;

Thence, N. 89° 31' 35" W., 1,029.95 feet along said south boundary;

Thence, S. 89° 46' 16" W., 1,321.23 feet to the south west corner of said W½ NW¼ SW¼;

Thence, N. 00° 11' 24" W., 652.26 feet to the CW 1/16 Corner of said Section 27;

Thence, S. 89° 53' 23" E., 1,312.65 feet to the northwest corner of said W½ NW¼ SW¼;

Thence, continuing S. 89° 53' 23" E., 567.43 feet along the north boundary of said E½ NW¼ SW¼;

Thence, N. 71° 39' 40" E., 327.14 feet to the west right-of-way of State Highway 95;

Thence, 78.98 feet along a non-tangent curve to the left, whose long chord bears S. 24° 54' 36" E., 78.98 feet, whose radius is 1,960.00 feet, and delta angle is 02° 18' 32" along said right-of-way to the Point of Beginning, containing 35.034 acres, more or less.

Bearings are based on Surveys of record.

Together with a 50 feet right of way along the north boundary of the herein described land.

RC

EXHIBIT B

"Christiansen's Property"

A parcel of land situate in the S½ of the SW¼ of the NE¼, N½ of the NE¼ of the SW¼ and the N½ of the NW¼ of the SE¼ of Section 27, T. 22 N., R. 1 E., B.M., Adams County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the 1/4 Corner common to Sections 26 and 27, T. 22 N., R. 1 E., B.M., Adams County, Idaho; thence, N. 89° 53' 23" W., 1,718.08 feet along the center section line of said Section 27 to the west right-of-way of State Highway 95, the REAL POINT OF BEGINNING;

Thence, 35.01 feet along a non-tangent curve to the left, whose long chord bears S. 26° 08' 43" E., 35.01 feet, whose radius is 1,960.00 feet, and delta angle is 01° 01' 25" along said west right-of-way,

Thence, S. 17° 58' 49" E., 409.86 feet along said right-of-way,

Thence, S. 11° 33' 48" E., 235.69 feet along said right-of-way to its intersection with the south boundary of said N½ NW¼ SE¼,

Thence, N. 89° 31' 55" W., 1,089.99 feet along said south boundary,

Thence, S. 89° 46' 16" W., 1,321.14 feet to the south west corner of said N½ NE¼ SW¼,

Thence, N. 00° 11' 24" W., 652.86 feet to the CW 1/16 Corner of said Section 27,

Thence, S. 89° 53' 23" E., 1,318.59 feet to the north west corner of said N½ NW¼ SE¼,

Thence, continuing S. 89° 53' 23" E., 667.43 feet along the north boundary of said N½ NW¼ SE¼,

Thence, N. 71° 39' 40" E., 227.14 feet to the west right-of-way of State Highway 95,

Thence, 78.98 feet along a non-tangent curve to the left, whose long chord bears S. 24° 21' 56" E., 78.98 feet, whose radius is 1,960.00 feet, and delta angle is 02° 18' 32" along said right-of-way to the Point of Beginning, containing 35.034 acres, more or less.

Bearings are based on Surveys of record.

Together with a 50 foot right of way along the north boundary of the herein described land.

K.C

EXHIBIT C

DROULARD LAND SURVEYING

KEITH E. DROULARD
Professional Land Surveyor

POST OFFICE BOX 49
WEISER, IDAHO 83672

TELEPHONE 208-550-0436
E-MAIL: KEDROULARD@OUTLOOK.COM

66.00 FOOT WIDE INGRESS AND EGRESS EASEMENT
SECTION 27, T12N, R1E, ADAMS COUNTY, IDAHO

A 50.00 foot wide ingress and egress easement situate in the South West 1/4 of the North East 1/4 and the North West 1/4 of the South East 1/4 of Section 27, Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho; lying 25.00 feet on each side of the following described center line:

Commencing at a brass cap marking the 1/4 Corner common to Sections 26 and 27, Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho; thence, N. 89° 59' 29" W., a distance of 1,318.13 feet along the center section line of said Section 27 to the west right-of-way boundary of State Highway 95; thence, a distance of 24.00 feet along the arc of a concave right curve to the right whose long chord bears N. 24° 27' 47" W., a distance of 79.88 feet, whose radius is 11,400.00 feet, and delta angle is 00° 36' 47" along said west right-of-way boundary to the REAL POINT OF BEGINNING;

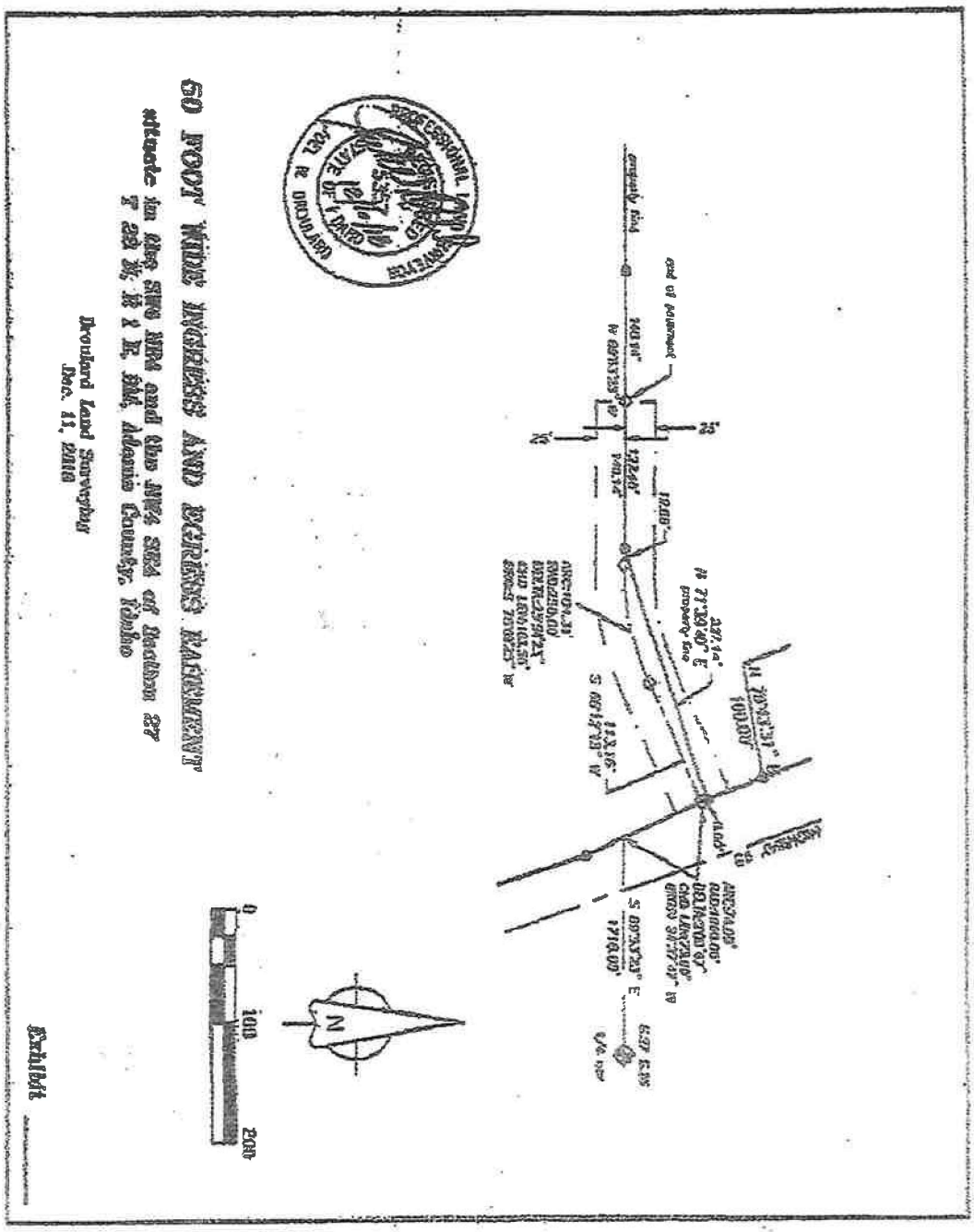
Thence, leaving said west right-of-way, S. 66° 18' 18" W., a distance of 119.16 feet along the center line of an existing paved roadway;
Thence, a distance of 104.31 feet along the arc of a curve to the right, whose long chord bears S. 78° 02' 26" W., a distance of 103.85 feet, whose radius is 250.00 feet, and delta angle is 23° 54' 23" along said paved roadway center line;
Thence, N. 89° 55' 22" W., a distance of 140.15 feet along said paved roadway center line to the Point of Ending.

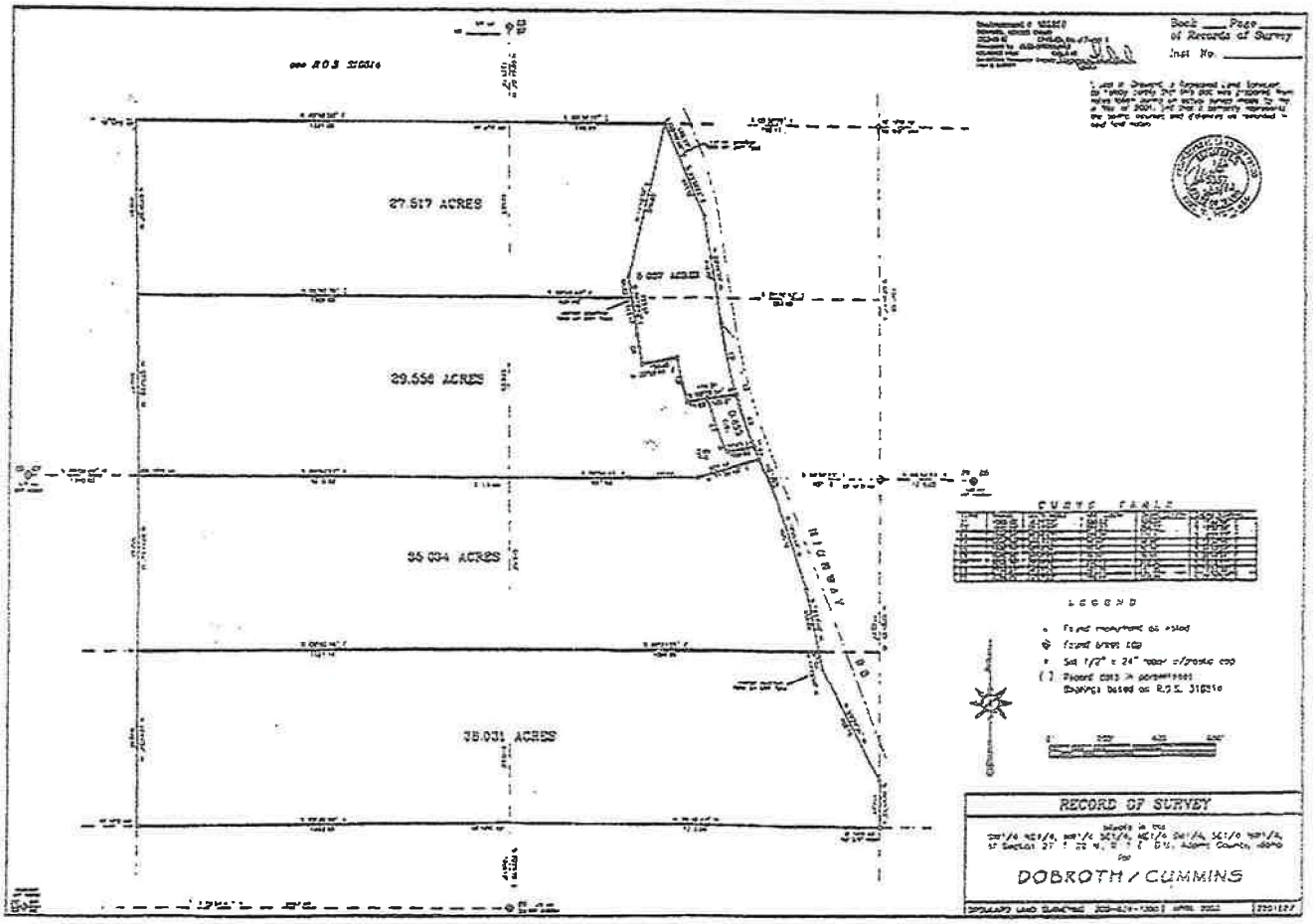
Bearings are based on Surveys of record.

K.E. DROULARD
LS 5711
STATE OF IDAHO
KEITH E. DROULARD

K.E

EXHIBIT C CONTINUED




27.517 ACRES
29.556 ACRES
35.034 ACRES
35.031 ACRES
HIGHWAY
CURVE TABLE
LEGEND
RECORD OF SURVEY
DOBROTH / CUMMINS

Form 42-248/42-1409(6) Rev. 6/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAY 08 2026
DEPT. OF WATER RESOURCES

DE

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?
78-7151	Yes ☐	Yes ☐		Yes ☐	Yes ☐
78-4008	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: John Roger Dobroth, Sue Lambert
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Braun-Jensen Inc.
New owner(s) as listed on the conveyance document Name connector ☐ **and** ☐ **or**

3250 Goodrich Rd | Cambridge | Id | 83610
Mailing address | City | State | Zip

208-257-3330, Cell 208-550-2684 | dbraun@braun-jensen.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: Feburary 2, 2024.

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: _____ | President | 4/29/26
Signature of new owner/claimant | Title, if applicable | Date

Darin C Braun
Print name

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

_____
Print name

For IDWR Office Use Only:

Receipted by KW Date 5-8-26 Receipt No. C126156 Receipt Amt. $50.00

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 _____

Pinehurst property

Instrument # 133407
COUNCIL, ADAMS, IDAHO
02-01-2019 9:26:43 AM No. of Pages: 7
Recorded for: AMERITITLE - COUNCIL
SHERRY WARD Fee: $45.00
Ex-Officio Recorder Deputy Clerk:
Indexed to: DEED OF TRUST

After recording please return to:

Amerititle
Long Term Escrow

Order No. 278620AM

DEED OF TRUST

THIS DEED OF TRUST, Made this January 31, 2019 BETWEEN **Braun-Jensen, Inc., an Idaho corporation** herein called **GRANTOR,** whose address is: 509 S 9th Street Payette, ID 83661 AND **AmeriTitle, Inc.,** herein called **TRUSTEE,** AND **John R. Dobroth, an unmarried man,** herein called **BENEFICIARY,** whose address is 2468 Hwy 95 Council, ID 83612.
WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in the county of Adams, State of Idaho, described as follows and containing not more than eighty acres:

See Attached Exhibit 'A'

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.
For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of $100,000.00, with final payment due: **February 1, 2024** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness

This document has been recorded electr
Please see the attached Copy to view t
Recorder's stamp as it may appear in
record.

Submitted by: AMERITITLE

After recording please return to:

Ameritite
Long Term Escrow

Order No. 278620AM

DEED OF TRUST

THIS DEED OF TRUST, Made this January 31, 2019 BETWEEN **Braun-Jensen, Inc., an Idaho corporation** herein called **GRANTOR,** whose address is: 509 S 9th Street Payette, ID 83661 AND **AmeriTitle, Inc.,** herein called **TRUSTEE,** AND **John R. Dobroth, an unmarried man,** herein called **BENEFICIARY,** whose address is 2468 Hwy 95 Council, ID 83612.
WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in the county of Adams, State of Idaho, described as follows and containing not more than eighty acres:

See Attached Exhibit 'A'

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.
For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of $100,000.00, with final payment due: **February 1, 2024** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness

secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In Addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligations hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: Reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention upon payment of its fees, Trustee shall reconvey without

warranty, the property then held hereunder. The Grantee in such reconveyance may be described as 'the person or persons legally entitled thereto'.

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon and indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder of invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein,

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Braun-Jensen, Inc., an Idaho corporation

Darin C Braun, President

Chet D. Jensen, Secretary

State of Idaho }ss.
County of Payette }

On this 31st day of January, 2019, before me, Alice N. Hill a Notary Public in and for said state, personally appeared Darin C. Braun known to me to be the President of the Corporation, and Chet D. Jensen, known to me to be the Secretary of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, they executed the foregoing in said Corporation 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.

Notary Public for the State of Idaho
Residing at: Ontario OR
Commission Expires: 02-17-22

ALICE N. HILL
COMMISSION #67305
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/17/22

EXHIBIT 'A'

File No. 278620AM

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho:
Section 27: SE1/4NW1/4 and all that part of the SW1/4NE1/4 lying West of the US Highway 95 right-of-way as now established.
EXCEPTING THEREFROM the right-of-way of Highway 95 as recorded in Second Judgment and Decree of Condemnation recorded December 15, 1999
as Instrument No. 97300.
ALSO EXCEPTING THEREFROM the following tracts of land:
Tract 1
Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho:
Section 27: A parcel of land situated in the SW1/4NE1/4 more particularly
described as follows:
Commencing at a brass cap marking the ¼ corner common to Sections 26 and 27, T22NR1EBM, Adams County, Idaho;
Thence North 89°53'23" West 1718.08 feet along the center section line of said Section 27 to the West right-of-way of state Highway 95;
Thence 328.99 feet along a non-tangent curve to the right whose Long chord bears North 20°43'49" West 328.60 feet, whose radius is 1960.00 feet and delta angle is 09°37'02" along said West right-of-way to the REAL POINT OF BEGINNING;
Thence South 80°58'54" West 174.01 feet;
Thence 161.99 feet along a non-tangent curve to the right whose long chord bears North 13°33'38" West 161.95 feet whose radius is 2133.37 feet and delta angle is 04°21'02";
Thence South 80°58'54" West 126.00 feet;
Thence 106.49 feet along a non-tangent curve to the right whose long chord bears North 09°38'02" West 106.48 feet whose radius is 2059.90 feet and delta angle is 02°57'43";
Thence North 08°12'13" West 223.51 feet;
Thence North 11°55'50" East 595.90 feet to the North boundary of said SW1/4NE1/4 at its intersection with the West right-of-way of State Highway 95;
Thence South 22°46'48" East 129.17 feet along said right-of-way to Station 394+50.0;
Continued
Thence South 22°35'03" East 249.30 feet along said right-of-way to Station 391+90.02;

Thence South 08°15'39" East 416.50 feet along said right-of-way to Station 387+96.37;
Thence 264.23 feet along a curve to the left whose radius is 1960.00 feet and delta angle is 07°43'27" along said right-of-way to the REAL POINT OF BEGINNING.

Tract 2

A parcel of land situate in the S1/2 of the SW1/4 of the NE1/4, N1/2 of The NE1/4 of the SW1/4 and the N1/2 of the NW1/4 of the SE1/4 of Section 27,
T 22 N, R 1 E, B.M., Adams County, Idaho, more particularly described as follows:
Commencing at a brass cap marking the ¼ corner common to Sections 26 and 27,
T 22 N, R 1 E, B.M., Adams County, Idaho;
Thence N 89°53'23" W, 1,718.08 feet along the center section line of said Section 27
to the West right-of-way of State Highway 95, the REAL POINT OF BEGINNING:
Thence 35.01 feet along a non-tangent curve to the left, whose long chord bears
S 26°06'43" E, 35.01 feet, whose radius is 1960.00 feet, and delta angle is
01°01'25" along said west right-of-way;
Thence S 17°56'49"E, 409.86 feet along said right-of way;
Thence S 11°33'48"E, 235.69 feet along said right-of-way to its intersection with
the south boundary of said N1/2NW1/4 SE1/4;
Thence N 89°31'55"W, 1,099.99 feet along said south boundary;
Thence S 89°46'16" W, 1,321.14 feet to the south west corner of said N1/2 NE1/4SW1/4;
Thence N 00°11'24" W, 552.84 feet to the CW 1/16 corner of said Section 27;
Thence S 89°53'23"E, 1318.69 feet to the northwest corner of said N1/2NW1/4SE1/4;
Thence continuing S 89°53'23" E, 667.43 feet along the north boundary of said
N1/2NW1/4 SE1/4;
Thence N 71°39'40"E, 227.14 feet to the west right-of-way of State Highway 95;
Thence 78.98 feet along a non-tangent curve to the left, whose long chord bears S 24°21'56" E,
78.98 feet, whose radius is 1960.00 feet, and delta angle is 02°18'32" along said right-of-way to
the Point of Beginning, containing 35.034 acres, more or less.
Bearings are based on Surveys of record.

Together with a 50 foot right-of-way along the north boundary of the herein described land.

State of Idaho
Department of Water Resources

Water Right

78-7151

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

01E

22N



Point of Diversion
Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters

0 0.125 0.25 0.5 Miles

N

Map produced on February 04, 2019

IDAHO Department of Water Resources

WATER RIGHT REPORT

2/4/2019
IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report
WATER RIGHT NO. 78-7151

Owner Type	Name and Address
Current Owner	JOHN ROGER DOBROTH
Current Owner	SUE LAMBERT 3125 GLENDALE RD COUNCIL, ID 83612 2086283665
Original Owner	MARY L KAMPPI 420 EWALD AVE SE SALEM, OR 97302 5033630835
Original Owner	LOUISE R MATZNER 1003 DUDLEY AVE PROSSER, WA 99350 5097860490

Priority Date: 06/27/1980
Basis: Decreed
Status: Active

Source	Tributary
FALL CREEK	LITTLE SALMON RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	11/01	0.05 CFS	7.5 AFA
Total Diversion			0.05 CFS	

Location of Point(s) of Diversion:

FALL CREEK | NENE | Sec. 28 | Township 22N | Range 01E | ADAMS County

Place(s) of use:

Place of Use Legal Description: IRRIGATION ADAMS County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
22N	01E	27		NWSE	2.5									

Total Acres: 2.5

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Dates:

Licensed Date:

Decreed Date: 11/06/2007

Permit Proof Due Date: 8/1/1985

Permit Proof Made Date: 6/27/1985

Permit Approved Date: 8/11/1980

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 06/27/1980

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: TBD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plantiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

RP22N01E271205 : BRAUN-JENSEN, INC

The parcel number is RP22N01E271205

Owner: Braun-jensen, Inc

Situs Address:

Mailing Address: 3250 GOODRICH RD, CAMBRIDGE, ID 83610

Deeds: 20190201, 133406, 118416, 118415, 111821

Acres: 57.42

Value: 7120

Tax Code Area: 0090000

Wells: 286,381

Well Owner: John Roger Dobroth

Well Use:

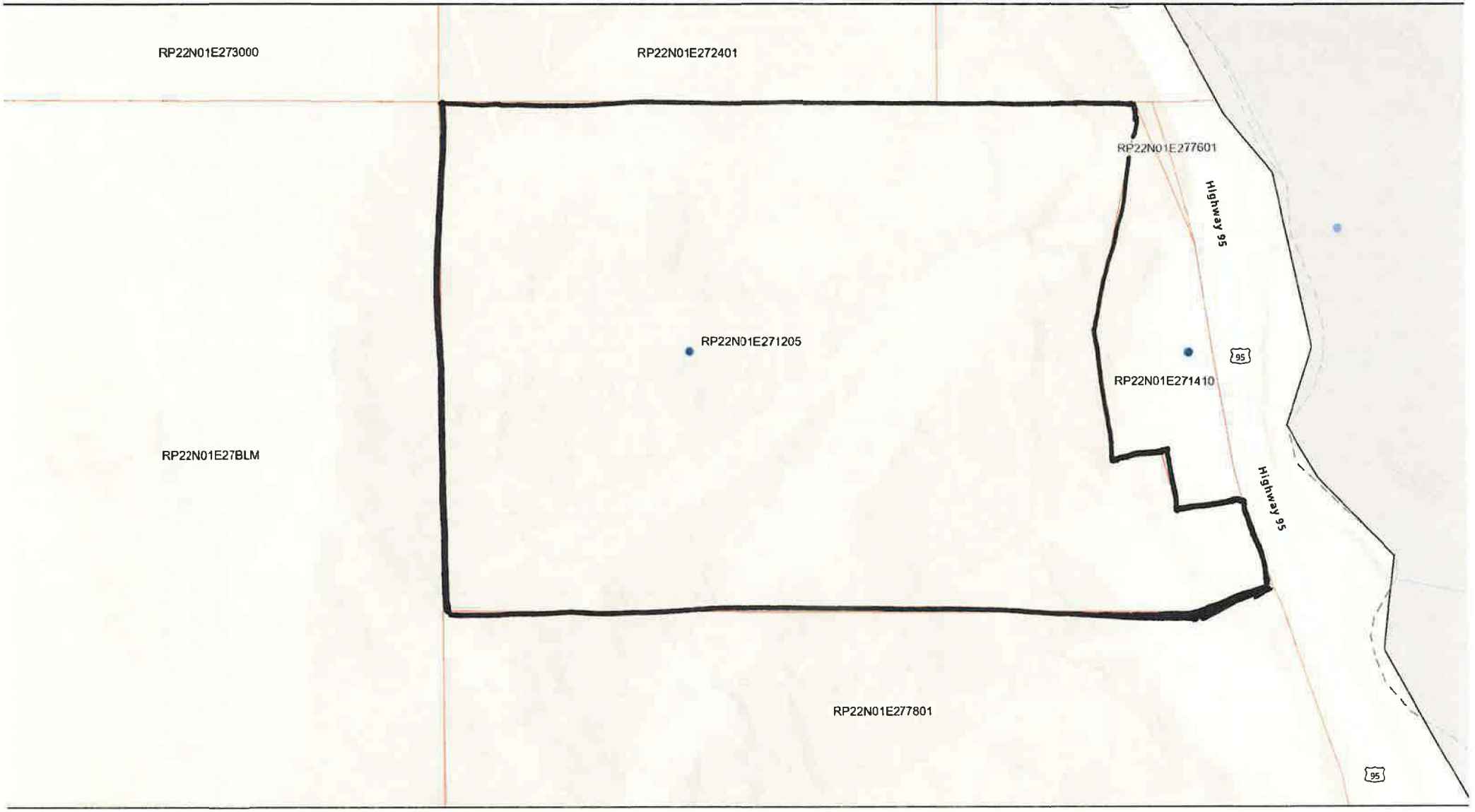
Permit ID: 741,722

Production Rate: 5.00

Static Water Level: 140.00

Total Depth:

ArcGIS Web Map



9/2026, 1:22:07 PM

Wells

Parcels

World_Hillshade

1:4,324

0 0.04 0.07 0.15

0 0.05 0.1 0.2 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS
OpenStreetMap contributors, and the GIS U
Community, Esri, NASA, NGA, USGS, FEMA

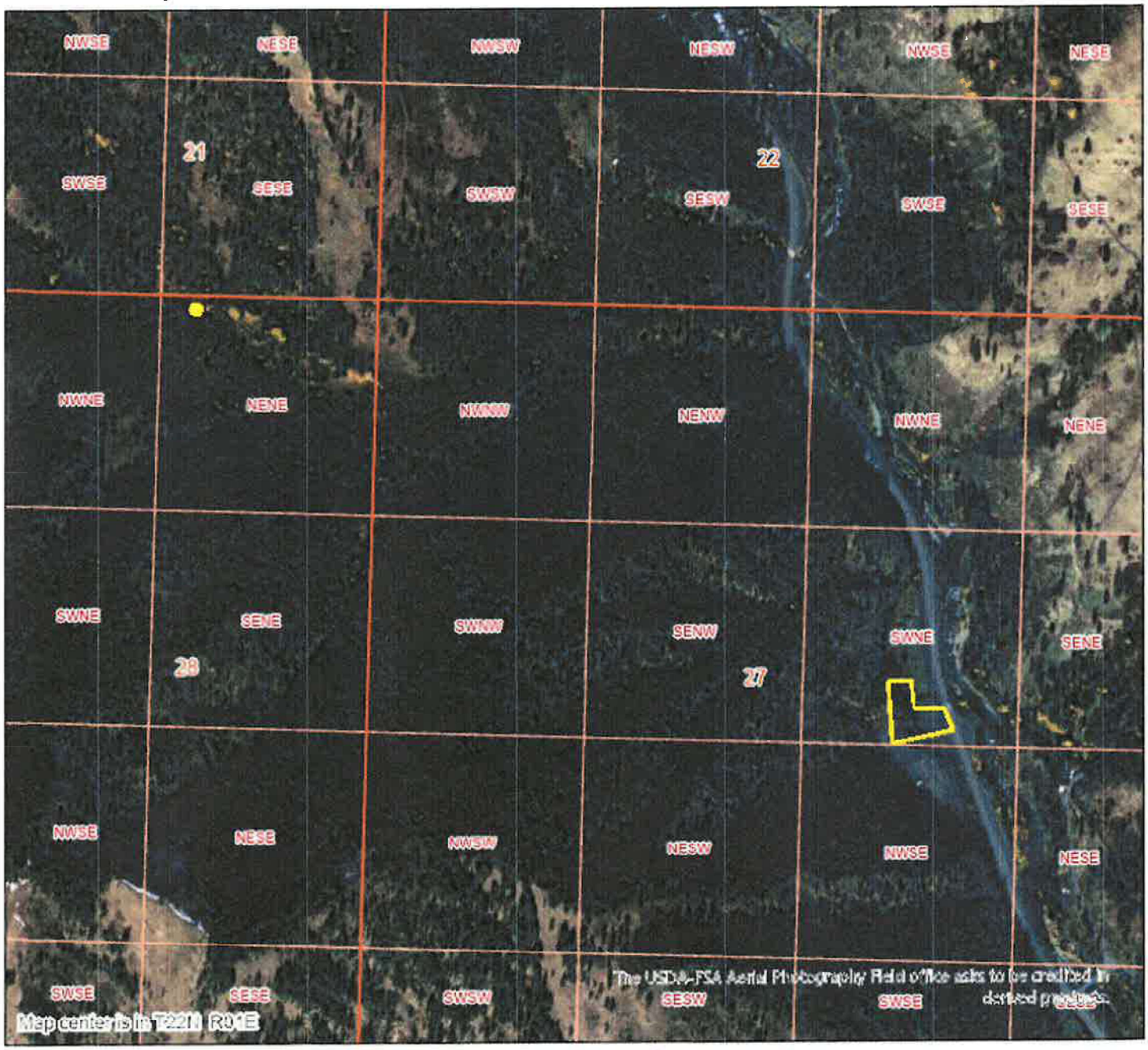
State of Idaho
Department of Water Resources

Water Right

78-7151

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



0 0.05 0.1 0.2 0.3 0.4
Miles

Legend
- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion

N

Date created: 4/21/2020

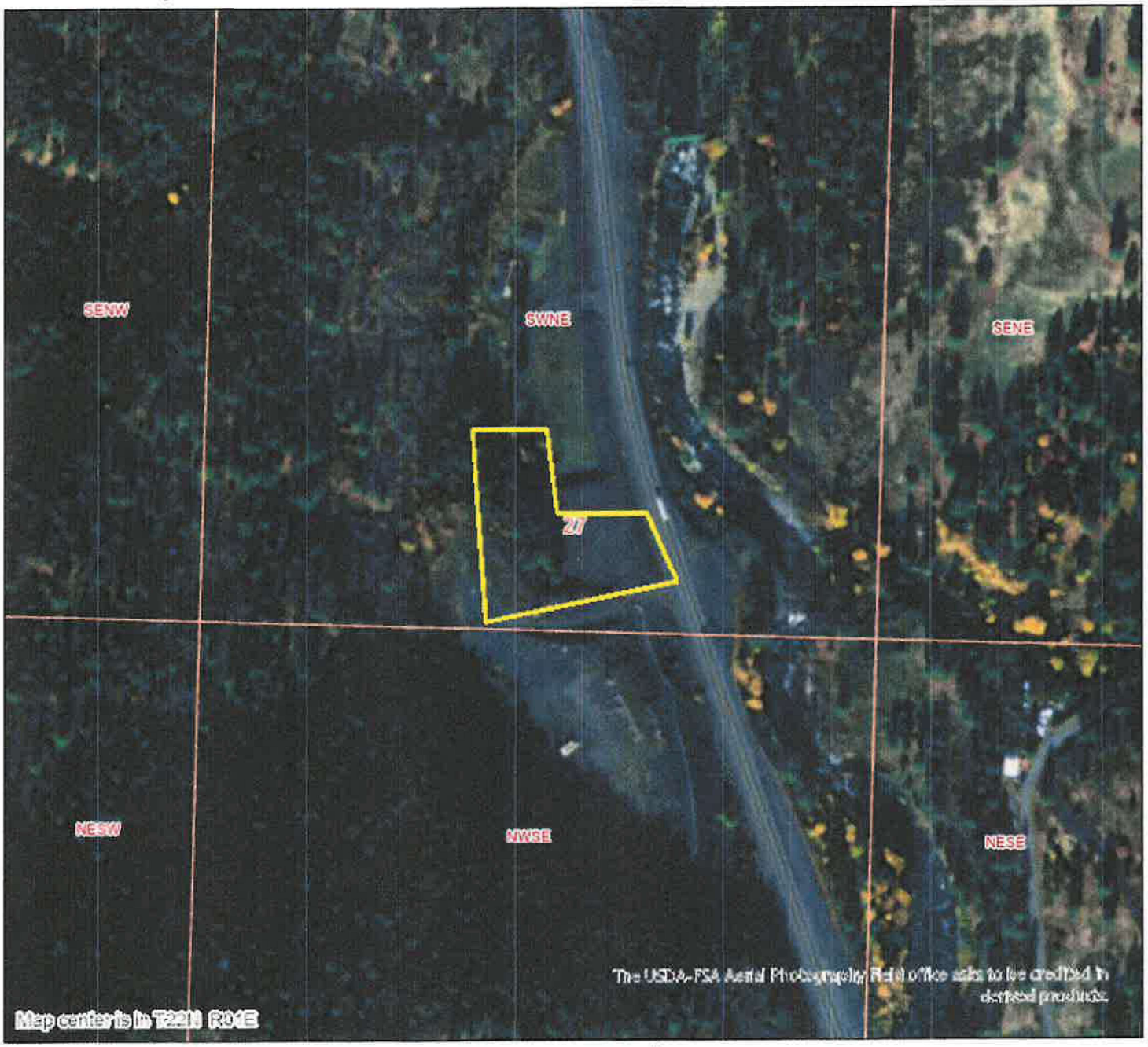
State of Idaho
Department of Water Resources

Water Right

78-7151

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Water Right Report : 78-7151(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	DOBROTH, JOHN ROGER	3125 GLENDALE RD	COUNCIL	ID	83612
Current Owner	LAMBERT, SUE	3125 GLENDALE RD	COUNCIL	ID	83612
Original Owner	KAMPPI, MARY L	420 EWALD AVE SE	SALEM	OR	97302
Original Owner	MATZNER, LOUISE R	1003 DUDLEY AVE	PROSSER	WA	99350
Previous Owner	HYDE, ROBERT L	1205 ADDISON AVE W	TWIN FALLS	ID	83301
Previous Owner	HYDE, NORMA R	1205 ADDISON AVE WEST	TWIN FALLS	ID	83301

Water Right Status

Priority Date : 6/27/1980
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
FALL CREEK		LITTLE SALMON RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
FALL CREEK	22N	01E	28	0		NE	NE	ADAMS	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	11/01	0.05 CFS	7.50 AFA
TOTAL			0.05 CFS	7.50 AFA

Places of Use

Place of Use Legal Description : IRRIGATION (ADAMS county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
22N	01E	27			NW	SE	2.5

Irrigation Totals

Total Acres Acre Limit

2.50

Conditions

Code	Condtions
C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Dates

Licensed Date :
Decreed Date : 11/6/2007
Permit Proof Due Date : 8/1/1985
Permit Proof Made Date : 6/27/1985
Permit Approved Date : 8/11/1980
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :

Other Information

State or Federal : S
Water District Number : NWD
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Civil Case Number :
Decree Plantiff :
Decree Defendant :

Enlargement Statute Priority Date :
Application Recevied Date: 6/27/1980
Protest Deadline Date:

Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

4/29/2026

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State of Idaho
DEPARTMENT OF WATER RESOURCES
Western Region, 2735 Airport Way • Boise, Idaho 83705-5082
Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor
DAVID R. TUTHILL, JR.
Director

June 11, 2009

JOHN R DOBROTH and
SUE LAMBERT
3125 GLENDALE RD
COUNCIL, ID 83612

COPY

Re: Change of Ownership for Water Right No(s): 78-7151

Dear Water Right Holder(s):

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

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

Thank you again for your patience and cooperation. If you have any questions concerning the enclosed information, please feel free to contact this office.

Sincerely,

Jean Hersley
Office Specialist II
Western Regional Office

Enclosure

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

RECEIVED DE
JUN 04 2009
WATER RESOURCES
WESTERN REGION

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s)	Split
PD 78-7151	11-6-07	no			

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

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

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

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

OR

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

3. Name and Address of Former Owner/Claimant(s): Robert L. Hyde and Norma R. Hyde
4012 N. 2600 E., Filer, ID 83328

4. New Owner/Claimant(s): John R. Dobroth and Sue Lambert
Name Connector (Check one): [ ] and [ ] or, [ ] and/or

New Mailing Address: 3125 Glendale Road

City, State and ZIP Code: Council, ID 83612

New Telephone Number: (208) 253-4845

5. Date you acquired the property: May 11, 2009

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other _____		
Total		

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other _____		
Total		

7. Signature of New Owner(s) or Claimant(s) (include title if applicable) John R. Dobroth
Sue Lambert

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

For Office Use Only
Received by JJ Date June 4 09 Fee $25.00
Receipted by JJ Date June 4 09 Receipt No. W0032521
Processed by _____ AJ Date _____ WR Jmh Date 6-11-09

WARRANTY DEED
(In Lieu of Foreclosure)
Mortgages

For the good and valuable considerations hereinafter set forth, receipt of which is hereby acknowledged, I/We, ROBERT L. HYDE and NORMA R. HYDE, husband and wife

hereinafter called Grantor, do hereby grant and convey to JOHN R. DOBROTH and SUE LAMBERT, husband and wife

hereinafter called Grantee, the following real property situated in Adams County, Idaho:

SEE ATTACHED EXHIBIT 'A' MADE A PART HEREOF:

The title to said property is hereby warranted by Grantor against all persons whomsoever, subject to the matters above set forth. It is further warranted and convenanted by Grantor in executing this deed, and agreeably by Grantee in accepting it, as follows:

1. That the consideration for the execution of this deed consists of:

a. Full satisfaction of record of that certain Mortgage by Grantee, which Mortgage was dated June 2, 2006 and recorded in the office of the County Recorder of the aforementioned county and state as Instr. No. 111822 on June 2, 2006, and the surrender and cancellation of the note secured by mortgage or notes or other evidence of debt secured by said mortgage.

b. The full and absolute release of Grantor from all liability of any and all promissory notes, debts, obligations, costs or charges, the payment of which was secured either by the Mortgage specifically referred to in paragraph (a) above or by any other Mortgage or encumbrance on the same property, which may have been assumed or created by Grantor as an obligation at the time of or subsequent to Grantor's acquisition of the title to said property and which last mentioned mortgage or encumbrance, if any, with the debts and obligations thereby secured, Grantee has assumed and agreed to pay by specific provisions herein before set forth in this deed; and

c. In addition to a. and b. above, the cash payment by Grantee to Grantor of the sum of TEN DOLLARS AND NO/100.

2. That the total consideration, set forth in 1. above, for the execution of this deed is equal to and represents the fair value of the real property described herein and includes the fair and reasonable value for Grantor's interest in said property.

3. This deed, given for the express consideration set forth in 1. above, is executed voluntarily and not as a result of duress or threats of any kind, and is beneficial and not given to hinder, delay or defraud the rights of creditors or contravene the bankruptcy laws of the United States.

4. This deed is not given as security for the payment or repayment of money or indebtedness, or as security of any kind or nature and there is no agreement or understanding, oral or written, between Grantor and Grantee herein, or any other person whomsoever relative to a

conveyance of the above described property to said Grantor, or to a sale or conveyance to anyone else for the benefit of Grantor, or to any division of any proceeds realized from said property by sale or otherwise.

5. That the actual possession of the property herein conveyed has been surrendered and delivered to Grantee and Grantor intends by this deed to vest the absolute and unconditional title to said property in Grantee, and forever to stop and bar Grantor and Grantor's heirs, executors or administrators from having or claiming any right, title or interest of any nature whatsoever, either in law or in equity, or in possession or in expectancy, in and to said property.

6. That we are solvent and have no other creditors whose rights would be prejudiced by said conveyance. The Deed was not given as a preference against any other of our creditors.

7. That at the time it is given there are no other persons, firms or corporations other than the Grantees therein named interested either directly or indirectly in said land and personal property, and that we are not obligated upon any bond or other mortgage or deed of trust or contract where any lien has been created or exists against the premises described in said deed.

8. That it was our intention as Grantors to convey, and by said deed did convey to the Grantees therein all our right, title and interest absolutely in and to the land in said deed.

Dated: May 5, 2009

Instrument # 118415
COUNCIL, ADAMS, IDAHO
6-2-2009 09:28:11 No. of Pages: 4
Recorded for : TIMBERLINE TITLE & ESCROW
SHERRY WARD Fee: 12.00
Ex-Officio Recorder Deputy
Index to: DEED

Robert L Hyde
ROBERT L. HYDE

Norma R. Hyde
NORMA R. HYDE

STATE OF Idaho)
: ss
County of Twin Falls)

On this 20th day of May, 2009, before me, a Notary Public for said state, personally appeared ROBERT L. HYDE and NORMA R. HYDE known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me they executed the same.

LYNN C. RASMUSSEN NOTARY PUBLIC STATE OF IDAHO

Lynn C. Rasmusson
Notary Public for Idaho
Residing at Twin Falls, ID
Commission expires: March 10, 2010

#09-1123

EXHIBIT 'A'

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 27: SE1/4NW1/4 and all that part of the SW1/4NE1/4 lying West of the U.S. Highway 95 right-of-way as now established.
EXCEPTING THEREFROM the right-of-way of Highway 95 as recorded in Second Judgment and Decree of Condemnation recorded December 15, 1999 as Instr. No. 97300.

ALSO EXCEPTING THEREFROM the following tracts of land:
Tract 1
Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 27: A parcel of land situated in the SW1/4NE1/4 more particularly described as follows:
Commencing at a brass cap marking the ¼ corner common to Sections 26 and 27, T22NR1EBM, Adams County, Idaho;
Thence North 89°53'23" West 1718.08 feet along the center section line of said Section 27 to the West right-of-way of State Highway 95;
Thence 328.99 feet along a non-tangent curve to the right whose long chord bears North 20°43'49" West 328.60 feet, whose radius is 1960.00 feet and delta angle is 09°37'02" along said West right-of-way to the REAL POINT OF BEGINNING;
Thence South 80°58'54" West 174.01 feet;
Thence 161.99 feet along a non-tangent curve to the right whose long chord bears North 13°33'38" West 161.95 feet whose radius is 2133.37 feet and delta angle is 04°21'02";
Thence South 80°58'54" West 126.00 feet;
Thence 106.49 feet along a non-tangent curve to the right whose long chord bears North 09°38'02" West 106.48 feet whose radius is 2059.90 feet and delta angle is 02°57'43";
Thence North 08°12'13" West 223.51 feet;
Thence North 11°55'50" East 595.90 feet to the North boundary of said SW1/4NE1/4 at its intersection with the West right-of-way of State Highway 95;
Thence South 22°46'48" East 129.17 feet along said right-of-way to Station 394+50.0;
Thence South 22°35'03" East 249.30 feet along said right-of-way to Station 391+90.02;
Thence South 08°15'39" East 416.50 feet along said right-of-way to Station 387+96.37;
Thence 264.23 feet along a curve to the left whose radius is 1960.00 feet and delta angle is 07°43'27" along said right-of-way to the REAL POINT OF BEGINNING.

Continued

EXHIBIT 'A'
CONTINUED

EXCEPTION PARCEL CONTINUED

Tract 2

A parcel of land situate in the S½ of the SW¼ of the NE¼, N½ of the NE¼ of the SW¼ and the N½ of the NW¼ of the SE¼ of Section 27, T. 22 N., R. 1 E., B.M., Adams County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the 1/4 Corner common to Sections 26 and 27, T. 22 N., R. 1 E., B.M., Adams County, Idaho; thence, N. 89° 53' 23" W., 1,718.08 feet along the center section line of said Section 27 to the west right-of-way of State Highway 95, the REAL POINT OF BEGINNING:

Thence, 35.01 feet along a non-tangent curve to the left, whose long chord bears S. 26° 06' 43" E., 35.01 feet, whose radius is 1,960.00 feet, and delta angle is 01° 01' 25" along said west right-of-way,

Thence, S. 17° 56' 49" E., 409.86 feet along said right-of-way,

Thence, S. 11° 33' 48" E., 235.69 feet along said right-of-way to its intersection with the south boundary of said N½ NW¼ SE¼,

Thence, N. 89° 31' 55" W., 1,099.99 feet along said south boundary,

Thence, S. 89° 46' 16" W., 1,321.14 feet to the south west corner of said N½ NE¼ SW¼,

Thence, N. 00° 11' 24" W., 652.86 feet to the CW 1/16 Corner of said Section 27,

Thence, S. 89° 53' 23" E., 1,318.69 feet to the northwest corner of said N½ NW¼ SE¼,

Thence, continuing S. 89° 53' 23" E., 667.43 feet along the north boundary of said N½ NW¼ SE¼,

Thence, N. 71° 39' 40" E., 227.14 feet to the west right-of-way of State Highway 95,

Thence, 78.98 feet along a non-tangent curve to the left, whose long chord bears S. 24° 21' 56" E., 78.98 feet, whose radius is 1,960.00 feet, and delta angle is 02° 18' 32" along said right-of-way to the Point of Beginning, containing 35.034 acres, more or less.

Bearings are based on Surveys of record.

Together with a 50 foot right of way along the north boundary of the herein described land.

State of Idaho
Department of Water Resources

Water Right
78-4008

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

01E

22N



Point of Diversion
Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters

0 0.075 0.15 0.3 Miles

N

Map produced on February 04, 2019

IDAHO Department of Water Resources

Home / Water Rights / Research / Search Water Rights

WATER RIGHT REPORT

2/2/2019
IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report
WATER RIGHT NO. 78-4008

Owner Type	Name and Address
Current Owner	COLLEEN K CUMMINS
Current Owner	DANIEL N CUMMINS 5365 HWY 95 N NEW MEADOWS, ID 83654 2086282707
Original Owner	JEAN W SCHULTZ 5365 HWY 95 NEW MEADOWS, ID 83654 2086283786
Original Owner	WALTER OVERLANDER 122 N 10TH ST PAYETTE, ID 83661

Priority Date: 04/01/1961
Basis: Decreed
Status: Active

Source	Tributary
FALL CREEK	LITTLE SALMON RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	0.03 CFS	
Total Diversion			0.03 CFS	

Location of Point(s) of Diversion:

FALL CREEK|NWNW|Sec. 27|Township 22N|Range 01E|ADAMS County

Place(s) of use:

Place of Use Legal Description: IRRIGATION ADAMS County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
22N	01E	27		SWNE	1.1									

Total Acres: 1.1

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Dates:

Licensed Date:

Decreed Date: 11/06/2007

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: OR

Water District Number: TBD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plantiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

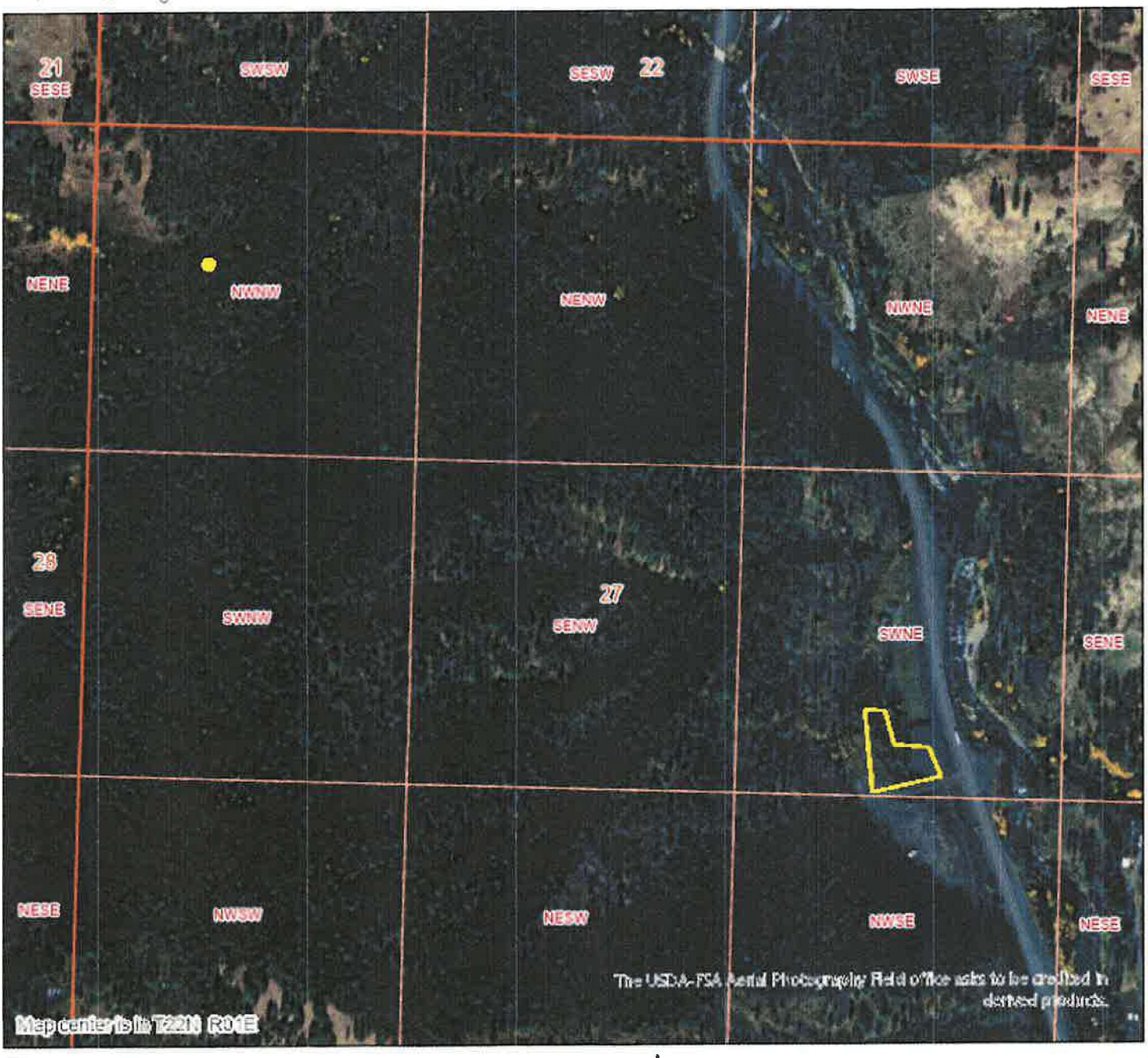
State of Idaho
Department of Water Resources

Water Right

78-4008

IRRIGATION

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0 0.04 0.08 0.16 0.24 0.32
Miles

Legend
- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion

N

Date created: 4/29/2008

State of Idaho
Department of Water Resources

Water Right

78-4008

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Water Right Report : 78-4008(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	CUMMINS, COLLEEN K	5365 HWY 95 N	NEW MEADOWS	ID	83654
Current Owner	CUMMINS, DANIEL N	5365 HWY 95 N	NEW MEADOWS	ID	83654
Original Owner	SCHULTZ, JEAN W	5365 HWY 95	NEW MEADOWS	ID	83654
Original Owner	OVERLANDER, WALTER	122 N 10TH ST	PAYETTE	ID	83661

Water Right Status

Priority Date : 4/1/1961
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
FALL CREEK		LITTLE SALMON RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
FALL CREEK	22N	01E	27	0		NW	NW	ADAMS	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	0.03 CFS	
TOTAL			0.03 CFS	

Places of Use

Printable View | Export View

Place of Use Legal Description : IRRIGATION (ADAMS county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
22N	01E	27			SW	NE	1.1

Irrigation Totals

Total Acres	Acre Limit
1.10	

Conditions

Code	Condtions
C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Dates

Licensed Date :
Decreed Date : 11/6/2007
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :
Enlargement Statute Priority Date :
Application Recevied Date:
Protest Deadline Date:

Other Information

State or Federal : S
Water District Number : NWD
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Civil Case Number :
Decree Plantiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :

Cary Act Number
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

4/29/2026

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
DEC 29 2017
WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
78-4009	Yes ☐		Yes ☐		Yes ☐
78-4014	Yes ☐		Yes ☐		Yes ☐
78-4008	Yes ☐		Yes ☐		Yes ☐
NOT COVERED	Yes ☐		Yes ☐		Yes ☐
ON DEED	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: David O. Byars III
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Russell D. Chapple
Name of each new owner as listed on the conveyance document
Kristy L. Chapple
New owner continued Name connector ☐ and ☐ or ☒ and/or
5436 Highway 95
Mailing address
New Meadows Idaho 83654
City State ZIP
208-608-4793 kristyc@fairwaymc.com
Telephone Email

SUPPORT DATA
IN FILE # 78-4009

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: December 28, 2017.

6. 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.

7. Signature: Russell Chapple
Signature of new owner/claimant — Title, if applicable — Date: 12-19-17

Signature: Kristy Chapple
Signature of new owner/claimant — Title, if applicable — Date: 12/19/17

For IDWR Office Use Only:
Receipted by CS Date 12/29/17 Receipt No. W045947 Receipt Amt. $75.00
Approved by CS Processed by CS Date 1/24/17
$75.00 refund 1/24/17

Form 42-248/42-1409(6) Rev. 07/10

Instrument # 131811
COUNCIL, ADAMS, IDAHO
12-26-2017 04:33:56 PM No. of Pages: 2
Recorded for : TIMBERLINE TITLE & ESCROW
SHERRY WARD Fee: 15.00
Ex-Officio Recorder Deputy
Index to: DEED

WARRANTY DEED

COPY

For Value Received DAVID O. BYARS, III, an unmarried man

the grantor, does hereby grant, bargain, sell and convey unto
RUSSELL CHAPPLE and KRISTY CHAPPLE, husband and wife, as community property with right of survivorship

the grantees, whose current address is 5436 Highway 95, New Meadows, ID 83654

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

SEE ATTACHED EXHIBIT 'A' MADE A PART HEREOF

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor hereby covenants to and with the said Grantees, that he is the owner in fee simple of said premises; that they are free from all encumbrances excepting for all easements of record, rights of way, matters visible, and all matters of record and title and that he will warrant and defend the same from all lawful claims whatsoever.

Date: December 11, 2017

Lindsay A Leonard

David O. Byars, III By: Lindsay A. Leonard,
His Attorney-In-Fact

STATE OF Idaho)
: ss
COUNTY OF Ada)

On this 19th day of December, in the year of 2017, before me, a Notary Public in and for said State, personally appeared LINDSAY A. LEONARD
known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument as the attorney-in-fact of DAVID O. BYARS, III, and acknowledged to me that she subscribed the name of DAIVD O. BYARS, III thereto as principal and her own name as attorney-in-fact.

MIKE HUDMAN
NOTARY PUBLIC
STATE OF IDAHO

Mike Hudman

Notary Public
Residing at: Canyon County
Commission expires: 9-7-2018

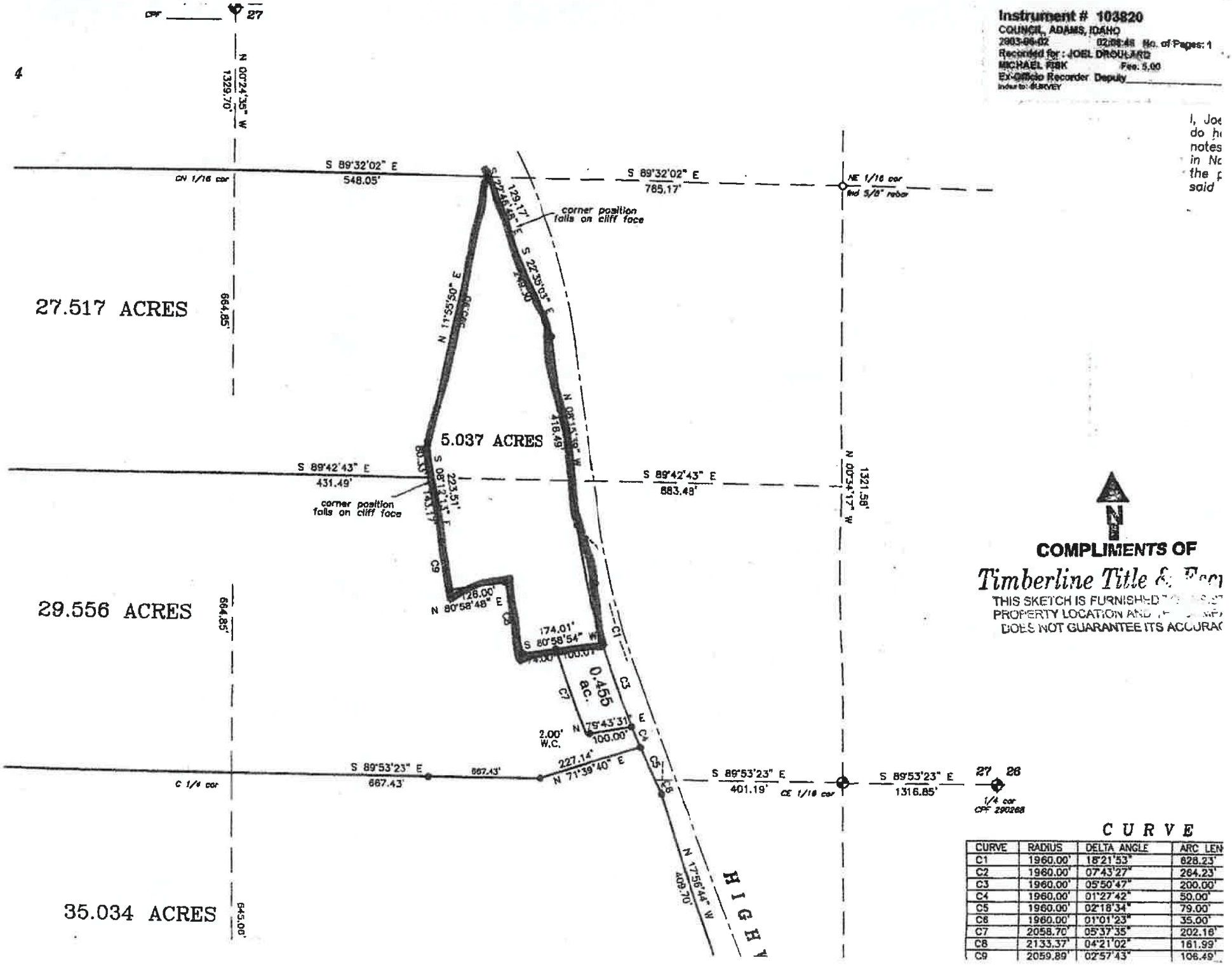
#17-1309

Exhibit 'A'

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 27: A parcel of land situated in the SW1/4NE1/4 more particularly described as follows:
Commencing at a brass cap marking the ¼ corner common to Sections 26 and 27, T22NR1EBM, Adams County, Idaho;
Thence North 89°53'23" West 1718.08 feet along the center section line of said Section 27 to the West right-of-way of State Highway 95;
Thence 328.99 feet along a non-tangent curve to the right whose long chord bears North 20°43'49" West 328.60 feet, whose radius is 1960.00 feet and delta angle is 09°37'02" along said West right-of-way to the REAL POINT OF BEGINNING;
Thence South 80°58'54" West 174.01 feet;
Thence 161.99 feet along a non-tangent curve to the right whose long chord bears North 13°33'38" West 161.95 feet whose radius is 2133.37 feet and delta angle is 04°21'02";
Thence South 80°58'54" West 126.00 feet;
Thence 106.49 feet along a non-tangent curve to the right whose long chord bears North 09°38'02" West 106.48 feet whose radius is 2059.90 feet and delta angle is 02°57'43";
Thence North 08°12'13" West 223.51 feet;
Thence North 11°55'50" East 595.90 feet to the North bonndary of said SW1/4NE1/4 at its intersection with the West right-of-way of State Highway 95;
Thence South 22°46'48" East 129.17 feet along said right-of-way to Station 394+50.0;
Thence South 22°35'03" East 249.30 feet along said right-of-way to Station 391+90.02;
Thence South 08°15'39" East 416.50 feet along said right-of-way to Station 387+96.37;
Thence 264.23 feet along a curve to the left whose radius is 1960.00 feet and delta angle is 07°43'27" along said right-of-way to the REAL POINT OF BEGINNING.

Instrument # 103820
COUNCIL, ADAMS, IDAHO
2003-06-02 02:08:48 No. of Pages: 1
Recorded for : JOEL DROULARD
MICHAEL FISK Fee: 5.00
Ex-Officio Recorder Deputy
Index to: SURVEY

I, Joe
do h
notes
in Nc
the p
said



COMPLIMENTS OF

Timberline Title & Escr

THIS SKETCH IS FURNISHED [illegible]
PROPERTY LOCATION AND [illegible]
DOES NOT GUARANTEE ITS ACCURAC

CURVE

CURVE	RADIUS	DELTA ANGLE	ARC LEN
C1	1960.00'	18°21'53"	628.23'
C2	1960.00'	07°43'27"	264.23'
C3	1960.00'	05°50'47"	200.00'
C4	1960.00'	01°27'42"	50.00'
C5	1960.00'	02°18'34"	79.00'
C6	1960.00'	01°01'23"	35.00'
C7	2058.70'	05°37'35"	202.16'
C8	2133.37'	04°21'02"	161.99'
C9	2059.89'	02°57'43"	106.49'

WARRANTY DEED
~~(In Lieu of Foreclosure)~~
Mortgages

COPY

For the good and valuable considerations hereinafter set forth, receipt of which is hereby acknowledged, I/We, DANIEL N. CUMMINS, a married man as his sole and separate property at time of acquiring property, now an unmarried man

hereinafter called Grantor, does hereby grant and convey to DAVID O. BYARS, III, an unmarried man, whose current address is P.O. Box 1044, McCall, ID 83638

hereinafter called Grantee, the following real property situated in Adams County, Idaho:

SEE ATTACHED EXHIBIT 'A' MADE A PART HERETO:

The title to said property is hereby warranted by Grantor against all persons whomsoever, subject to the matters above set forth. It is further warranted and convenanted by Grantor in executing this deed, and agreeably by Grantee in accepting it, as follows:

1. That the consideration for the execution of this deed consists of:

a. Full reconveyance of record of that certain Deed of Trust by Grantee, which Deed of Trust was dated May 31, 2007 and recorded in the office of the County Recorder of the aforementioned county and state as Instr. No. 114526 on June 1, 2007, and the surrender and cancellation of the promissory note or notes or other evidence of debt secured by said deed of trust.

b. The full and absolute release of Grantor from all liability of any and all promissory notes, debts, obligations, costs or charges, the payment of which was secured either by the Deed of Trust specifically referred to in paragraph (a) above or by any other Deed of Trust or encumbrance on the same property, which may have been assumed or created by Grantor as an obligation at the time of or subsequent to Grantor's acquisition of the title to said property and which last mentioned deed of trust or encumbrance, if any, with the debts and obligations thereby secured, Grantee has assumed and agreed to pay by specific provisions herein before set forth in this deed; and

c. In addition to a. and b. above, the cash payment by Grantee to Grantor of the sum of TEN DOLLARS AND NO/100.

2. That the total consideration, set forth in 1. above, for the execution of this deed is equal to and represents the fair value of the real property described herein and includes the fair and reasonable value for Grantor's interest in said property.

3. This deed, given for the express consideration set forth in 1. above, is executed voluntarily and not as a result of duress or threats of any kind, and is beneficial and not given to hinder, delay or defraud the rights of creditors or contravene the bankruptcy laws of the United States.

4. This deed is not given as security for the payment or repayment of money or indebtedness, or as security of any kind or nature and there

is no agreement or understanding, oral or written, between Grantor and Grantee herein, or any other person whomsoever relative to a reconveyance of the above described property to said Grantor, or to a sale or conveyance to anyone else for the benefit of Grantor, or to any division of any proceeds realized from said property by sale or otherwise.

5. That the actual possession of the property herein conveyed has been surrendered and delivered to Grantee and Grantor intends by this deed to vest the absolute and unconditional title to said property in Grantee, and forever to stop and bar Grantor and Grantor's heirs, executors or administrators from having or claiming any right, title or interest of any nature whatsoever, either in law or in equity, or in possession or in expectancy, in and to said property.

6. That we are solvent and have no other creditors whose rights would be prejudiced by said conveyance. The Deed was not given as a preference against any other of our creditors.

7. That at the time it is given there are no other persons, firms or corporations other than the Grantee therein named interested either directly or indirectly in said land and personal property, and that I am not obligated upon any bond or other mortgage or deed of trust or contract where any lien has been created or exists against the premises described in said deed.

8. That it was my intention as Grantor to convey, and by said deed did convey to the Grantee therein all our right, title and interest absolutely in and to the land in said deed.

Dated: September 10TH, 2008

Daniel N. Cummins

DANIEL N. CUMMINS

STATE OF WYOMING)
: ss
County of SHERIDAN)

On this 10th day of September, 2008, before me, a Notary Public for said state, personally appeared DANIEL N. CUMMINS 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.

Shante Messick

Notary Public for:
Residing at
Commission expires:

#08-1655

SHANTE MESSICK - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 21, 2012

Instrument # 117108
COUNCIL, ADAMS, IDAHO
9-17-2008 10:00:15 No. of Pages: 3
Recorded for : TIMBERLINE TITLE & ESCROW
SHERRY WARD Fee: 9.00
Ex-Officio Recorder Deputy
Index to: DEED

EXHIBIT 'A'

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho

Section 27: A parcel of land situated in the SW1/4NE1/4 more particularly described as follows:

Commencing at a brass cap marking the ¼ corner common to Sections 26 and 27, T22NR1EBM, Adams County, Idaho;

Thence North 89°53'23" West 1718.08 feet along the center section line of said Section 27 to the West right-of-way of State Highway 95;

Thence 328.99 feet along a non-tangent curve to the right whose long chord bears North 20°43'49" West 328.60 feet, whose radius is 1960.00 feet and delta angle is 09°37'02" along said West right-of-way to the REAL POINT OF BEGINNING;

Thence South 80°58'54" West 174.01 feet;

Thence 161.99 feet along a non-tangent curve to the right whose long chord bears North 13°33'38" West 161.95 feet whose radius is 2133.37 feet and delta angle is 04°21'02";

Thence South 80°58'54" West 126.00 feet;

Thence 106.49 feet along a non-tangent curve to the right whose long chord bears North 09°38'02" West 106.48 feet whose radius is 2059.90 feet and delta angle is 02°57'43";

Thence North 08°12'13" West 223.51 feet;

Thence North 11°55'50" East 595.90 feet to the North boundary of said SW1/4NE1/4 at its intersection with the West right-of-way of State Highway 95;

Thence South 22°46'48" East 129.17 feet along said right-of-way to Station 394+50.0;

Thence South 22°35'03" East 249.30 feet along said right-of-way to Station 391+90.02;

Thence South 08°15'39" East 416.50 feet along said right-of-way to Station 387+96.37;

Thence 264.23 feet along a curve to the left whose radius is 1960.00 feet and delta angle is 07°43'27" along said right-of-way to the REAL POINT OF BEGINNING.

INSTRUMENT NO. 107728
PAGE 1 OF 2

Instrument # 107728
COUNCIL, ADAMS, IDAHO
2004-12-03 02:27:06 No. of Pages: 2
Recorded for : WILCOX & ARMENT
MICHAEL FISK Fee: 8.00
Ex-Officio Recorder Deputy
Index to: DEED

QUITCLAIM DEED

FOR VALUE RECEIVED, DANIEL CUMMINS and COLLEEN CUMMINS, husband and wife, do hereby convey, release, remise and forever quitclaim unto DANIEL CUMMINS, at P. O. Box 1275, McCall, Idaho 83638, the following described premises, to-wit:

COPY

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 27: A parcel of land situated in the SW 1/4 NE 1/4, more particularly described as follows:
Commencing at a brass cap marking the 1/4 corner common to Sections 26 and 27, T22NR1EBM, Adams County, Idaho;
Thence North 89°53'23" W. 1718.08 feet along the center section line of said Section 27 to the West right-of-way of State highway 95;
Thence 328.99 feet along a non-tangent curve to the right whose long chord bears North 20°43'49" West 328.60 feet, whose radius is 1960.00 feet and delta angle is 09°37'02" along said West right of way to the REAL POINT OF BEGINNING;
Thence South 80°58'54" West 174.01 feet;
Thence 161.99 feet along a non-tangent curve to the right whose long chord bears North 13°33'38" West 161.95 feet whose radius is 2133.37 feet and delta angle is 04°21'02";
Thence South 80°58'54" West 126.00 feet;
Thence 106.49 feet along a non-tangent curve to the right whose long chord bears North 09°38'02" West 106.48 feet whose radius is 2059.90 feet and delta angle is 02°57'43";
Thence North 08°12'13" West 223.51 feet;
Thence North 11°55'50" East 595.90 feet to the North boundary of said SW 1/4 NE 1/4 at its intersection with the West right-of-way of State highway 95;
Thence S/ 22°46'48" East 129.17 feet along said right-of-way to Station 394+50.0;
Thence South 22°35'03" East 249.30 feet along said right-of-way to Station 391+90.02;
Thence South 08°15'39" East 416.50 feet along said right-of-way to Station 387+96.37;
Thence 264.23 feet along a curve to the left whose radius is 1960.00 feet and delta angle is 07°43'27" along said right of way to the REAL POINT OF BEGINNING.

together with their appurtenances.

DATED: November 1st, 2004

Daniel Cummins

Colleen Cummins

STATE OF IDAHO)
) ss.
County of Valley)

On this 5th day of November, 2004, before me, CONNIE HEINZMANN, a Notary Public in and for said State, personally appeared DANIEL CUMMINS and COLLEEN CUMMINS, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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



Connie M. Heinzmann
Notary Public for Idaho
Residing at: McCall
My Commission Expires: 5/16/2010

State of Idaho
DEPARTMENT OF WATER RESOURCES
Western Region • 2735 Airport Way • Boise, Idaho 83705-5082
Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 24, 2018

RUSSELL D CHAPPLE
KRISTY L CHAPPLE
5436 HWY 95
NEW MEADOWS ID 83654

RE: Notice of Ownership Change in Water Right No's: 78-4009 & 78-4014

Dear Applicants,

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water rights to you. The Department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Water right 78-4008 cannot be changed at this time without further documentation. The place of use (POU) for this water right is not covered on the deed provided with your ownership change application. If you do own the parcel (RP22N01E271205) that the water right is located on, please submit a conveyance document showing this along with a new ownership change application and fee. I have included a proof report and map for 78-4008 for reference. A $25 refund will be submitted and sent to the payer (TIMBERLINE TITLE & ESCROW INC) under separate cover.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the Department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

Thank you for your patience and cooperation. Please call (208)334-2190 if you have any questions concerning the enclosed information.

Sincerely,

Chad Jones
Office Specialist II
Western Regional Office

Enclosures

Jones, Chad

From: Jones, Chad
Sent: Wednesday, January 24, 2018 10:43 AM
To: Marston, Sascha
Subject: Refund - TIMBERLINE TITLE & ESCROW

TO: Sascha Marston

FROM: Chad Jones

DATE: January 24, 2018

RE: Refund: Ownership Change 78-4008, 78-4009 & 78-4014

Please refund $25. The POU for 78-4008 is not located on the parcel covered on the applicant's deed. 78-4009 & 78-4014 were successfully changed over, but without further documentation, 78-4008 cannot be processed. The new owners are Russell D & Kristy L Chapple, but the fee was provided by TIMBERLINE TITLE & ESCROW.

Please issue a refund of $25 to:

TIMBERLINE TITLE & ESCROW
104 INDUSTRIAL AVE
COUNCIL ID 83612

RECEIPT #

W045947

Idaho Department of Water Resources Receipt

Receipt ID: C126156

Payment Amount	$50.00	Date Received	5/8/2026	Region	STATE
Payment Type	Check	Check Number	4149		
Payer	BRAUN-JENSEN, INC.				
Comments	CHANGE OF OWNERSHIP FOR WR # 78-7151, 78-4008 FOR: BRAUN-JENSEN INC.				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
$50.00	OWNERSHIP CHANGES/SECURITY INTERESTS	56140	0229	21		1155



Signature Line (Department Representative)

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

May 14, 2026

BRAUN-JENSEN INC
3250 GOODRICH RD
CAMBRIDGE ID 83610-5196

RE: Change in Ownership Water Right No(s): 78-7151, 78-4008

Dear Interested Parties:

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

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

- Evidence of Water Right Ownership: The Department needs a conveyance document – warranty deed, quitclaim deed, court decree, contract of sale etc. that conveys the land and/or water right to Braun Jensen Inc. The Deed of Trust you provided is not a conveyance document. The deed of trust creates a lien and allows a trustee to foreclose on the property on behalf of the lender.

Because the Department cannot process the Notice 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 water right holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to update 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 208-287-4978.

Sincerely,

Petula Lee
Technical Records Specialist 1

Enclosure(s)

COPY

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

June 15, 2026

BRAUN-JENSEN INC
3250 GOODRICH RD
CAMBRIDGE ID 83610-5196

RE: Change in Ownership Water Right No(s): 78-7151, 78-4008

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on May 8, 2026 for the above referenced water rights. The Notice could not be processed because lack of Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question. We would need a conveyance document – warranty deed, quitclaim deed, court decree, or other document that includes a legal description of the property and/or water rights if no land is conveyed.

On May 14, 2026, 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 $50 has been requested and will be mailed to PAYER(s) referenced above 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 208-287-4978.

Sincerely,

Petula Lee
Technical Records Specialist 1

Enclosure(s)

Outlook

FW: Department of Water Resources - Braun-Jensen Inc: Refund Request for Ownership Change WR 78-7151, 78-4008 Re: Receipt # C126156

From Darin Braun <dbraun@braun-jensen.com>
Date Thu 6/18/2026 9:33 AM
To Jodie Mink <jodie.mink@braun-jensen.com>

2 attachments (4 MB)
Braun-Jensen Inc_Notice of Return_15Jun2026.pdf; notice-of-change-of-water-right-ownership-1-1_blank.pdf;

From: Petula Lee <petula.lee@idwr.idaho.gov>
Sent: Wednesday, June 17, 2026 2:30 PM
To: Darin Braun <dbraun@braun-jensen.com>
Cc: Petula Lee <petula.lee@idwr.idaho.gov>
Subject: Department of Water Resources - Braun-Jensen Inc: Refund Request for Ownership Change WR 78-7151, 78-4008 Re: Receipt # C126156

To Whom It May Concern,

Today I have received from the IDWR Western Office, the warranty deed for the referenced Notice of Ownership Change received on May 8,2026 in response to a letter from May 15, 2026. Regretfully on Monday June 15, 2026, I returned the Notice, supporting documents and requested a refund, see below, from our offices.

Therefore, please send a new Notice of Change of Water Right Ownership form, see blank copy attached here to my attention at the address below.

My apologies for the inconvenience.

Sincerely,

Petula Lee
Technical Records Specialist I
Idaho Department of Water Resources
P: (208) 287-4978
E: petula.lee@idwr.idaho.gov
https://idwr.idaho.gov/

IDAHO DEPARTMENT OF
WATER RESOURCES

From: Petula Lee
Sent: Monday, June 15, 2026 6:15 PM
To: IdwrPayable <IdwrPayable@idwr.idaho.gov>
Cc: Petula Lee <petula.lee@idwr.idaho.gov>
Subject: Refund Request for Ownership Change Re: Receipt # C126156

Dear IDWR Payable,

Please issue a refund check for $50 made payable to Braun-Jensen Inc. Attached is the mailing for tomorrow, see page 3.

BRAUN-JENSEN INC
3250 GOODRICH RD
CAMBRIDGE ID 83610-5196

Please let me know if you need additional information.

Thank you!

Petula Lee
Technical Records Specialist I
Idaho Department of Water Resources
P: (208) 287-4978
E: petula.lee@idwr.idaho.gov
https://idwr.idaho.gov/

IDAHO DEPARTMENT OF
WATER RESOURCES

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
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Governor Brad Little **Director Mathew Weaver**

June 25, 2026

BRAUN JENSEN INC
3250 GOODRICH RD
CAMBRIDGE ID 83610-5196

Re: Change in Ownership for Water Right No(s): 78-7151, 78-4008

Dear Water Right Holder(s):

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

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

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

If you have any questions concerning the enclosed information, please contact me at 208-287-4978.

Sincerely,

Petula Lee
Technical Records Specialist 1

Enclosure(s)

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