

RECEIVED

Jul 07, 2026

DEPARTMENT OF
WATER RESOURCES

Michael P. Lawrence [ISB # 7288]
Megann E. Meier [ISB # 11948]
GIVENS PURSLEY LLP
601 West Bannock Street
P.O. Box 2720
Boise, Idaho 83701-2720
Office: (208) 388-1200
Fax: (208) 388-1300
mpl@givenspursley.com
mem@givenspursley.com

Attorneys for Mayfield Ranch Estates, LLC

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF PERMITS 61-12096
IN THE NAME OF BOWNS CREEK
PROPERTIES LLC, 63-32499 IN THE
NAME OF MAYFIELD TOWNSITE LLC,
AND 63-35473 IN THE NAME OF
MAYFIELD RANCH ESTATES, LLC

**MAYFIELD RANCH'S RESPONSE
TO JUNIPER'S MOTION TO
STRIKE**

Mayfield Ranch Estates, LLC ("Current Mayfield"),¹ by and through its counsel of record, Givens Pursley LLP, and pursuant Rule of Procedure 220.02.b (IDAPA 37.01.01.220.02.b), submits this brief in response to the *Motion to Strike Brief Filed By Mayfield Ranch Estates, LLC* ("Motion to Strike") filed by Juniper Station Farm, LLC ("Juniper") on July 2, 2026.

INTRODUCTION

Juniper's *Motion to Strike* has no merit. Indeed, it is unfortunate that the Department's rules do not allow for awards of attorney fees or sanctions against a party for pursuing arguments

¹ For clarity, in this brief, Mayfield Ranch Estates, LLC (the current permit owner) will be referred to as "Current Mayfield" and Mayfield Ranch, LLC (the former permit owner) will be referred to as "Prior Mayfield." As explained in the main text, Current Mayfield acquired the project and water permit from Prior Mayfield in January 2026. Current Mayfield's *Opening Brief*, filed on June 26, 2026, simply used the moniker "Mayfield Ranch" in an attempt to avoid confusion about who owns the water permit at issue.

unfounded in fact or law to deter such frivolous motions as Juniper’s *Motion to Strike*.

Juniper’s *Motion to Strike* asks the Hearing Officer to reject a brief filed by the current owner of permit no. 63-35473 (“Permit”). There is no question that Current Mayfield is the owner of the Permit, having acquired it from Prior Mayfield in January 2026. Attached for the Hearing Officer’s reference is a copy of the *Notice of Change in Water Right Ownership* filed by Current Mayfield on June 29, 2026, together with a copy of the conveyance document. *See Exhibit A*, attached.

In sum, Juniper’s *Motion to Strike* urges the Hearing Officer to ignore the brief filed by Current Mayfield, the real party in interest. If Current Mayfield is not entitled to file a brief, then Juniper’s position must be that a brief from a non-party in interest—Prior Mayfield—would be proper, or that no brief is allowed in support of the Permit. Whatever Juniper’s position might be, it is not supported by fact or law.

ARGUMENT

On January 20, 2026, Prior Mayfield conveyed its real property² located in Elmore County (“Property”) to Current Mayfield. *See* Exhibit A. That conveyance was inclusive of “all rights and privileges appurtenant or to become appurtenant to the Property.” *Id.* As such, Current Mayfield became the lawful owner of the Permit on January 20, 2026. *See* I.C. § 55-617(1) (“A transfer of real property passes appurtenant water rights . . . permitted or licensed by the department of water resources pursuant to chapter 2, title 42, Idaho Code . . . and that are owned by the seller and are not reserved by the seller in the instrument of conveyance.”); *see also Joyce*

² The real property is more particularly described in Exhibit A, which contains a true and correct copy of the deed executed by Mayfield Ranch, LLC on January 20, 2026.

Livestock Co. v. United States, 144 Idaho 1, 14, 156 P.3d 502, 515 (2007) (explaining that water rights pass with the land unless expressly reserved by the grantor in the deed).

Juniper argues that Current Mayfield cannot be the proper owner of the Permit because a change of ownership form was not filed within 120 days of the conveyance. *See Motion to Strike* at 3 n.1. This argument is nonsensical. The Department’s processing of a notice of change of ownership is administrative only; it is not a determination of water right ownership: “Any action by the department updating the ownership of a water right in the department's records . . . is not a determination of water right ownership.” I.C. § 42-248(8).

As the owner of the Permit, Current Mayfield properly filed a brief in response to the Hearing Officer’s *Request for Briefing* on June 26, 2026 (“*Opening Brief*”). And, to reflect the recent change of ownership, Current Mayfield modified the caption by substituting Mayfield Ranch Estates, LLC in the place of Mayfield Ranch, LLC.³ *See Opening Brief* at 1.

In addition, the *Opening Brief* expressly stated that the real property and water permit associated with the project had been conveyed to Current Mayfield on January 20, 2026 and that a *Notice of Change in Water Right Ownership* was actively being prepared. *See id.* at 1 n.1. Said notice was subsequently filed with the Department on June 29, 2026. *See Exhibit A*.

It is well settled that the owner of a water right is the real party in interest in an action relating to said water right. *See, e.g., Carrington v. Crandall*, 63 Idaho 651, 124 P.2d 914, 915–17 (1942) (finding prior owner of land with appurtenant water rights was not the real party in interest and was therefore incapable of prosecuting a quiet title action relating to those rights); *see also McInturff v. Shippy*, 165 Idaho 489, 494, 447 P.3d 937, 942 (2019) (“Cedar Creek is a

³ Current Mayfield notes that the Department’s *Procedure Rules* do not provide a clear mechanism by which the real party in interest may be substituted in upon a change of ownership.

real party in interest because it owns the land to which the water right at issue is appurtenant.”). That is because it is only “the person who will be entitled to the benefits of the action if successful . . . who is actually and substantially interested in the subject matter.” *Carrington*, 124 P.2d at 917.

Because Current Mayfield owns the Permit and the real property upon which the water diverted under the Permit is to be applied, it is Current Mayfield that is “actually and substantially interested” in the outcome of this proceeding. Therefore, Current Mayfield is “entitled as of right to be admitted as a party,” and Current Mayfield properly sought as much with its filing of the *Opening Brief*. See IDAPA 37.01.01.002.12 (defining a “party” as “[e]ach person named or admitted as a party, or properly seeking and entitled as of right to be admitted as a party, including as an applicant, petitioner, respondent, protestant, or intervenor”).

In short, Current Mayfield is the real party in interest and a “party” under IDAPA 37.01.01.002.12. Because Current Mayfield properly and timely filed briefing in response to the Hearing Officer’s *Request for Briefs*, the Hearing Officer must reject Juniper’s frivolous *Motion to Strike*.

CONCLUSION

For the foregoing reasons, Current Mayfield respectfully requests that the Hearing Officer summarily reject the *Motion to Strike*.

DATED July 5th, 2026.

GIVENS PURSLEY LLP

By: 
Megann E. Meier

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 5th day of July, 2026, a true and correct copy of the foregoing was filed electronically with the Idaho Department of Water Resources (file@idwr.idaho.gov) and served by email as indicated below.

Juniper Station Farm LLC
McHUGH BROMLEY PLLC
Chris Bromley
Candice M. McHugh
cbromley@mchughbromley.com
cmchugh@mchughbromley.com

Mayfield Townsite LLC
PARSONS BEHLE & LATIMER
Norman Semanko
nsemanko@parsonsbehle.com

Bowns Creek Properties LLC
SAWTOOTH LAW OFFICES PLLC
S. Bryce Farris
bryce@sawtoothlaw.com

James Cefalo
Idaho Department of Water Resources,
Eastern Regional Manager
James.Cefalo@idwr.idaho.gov

By /s/ Megann E. Meier
Megann E. Meier

Exhibit A

**Mayfield Ranch Estates, LLC's *Notice of Change in Water Right
Ownership* (received June 29, 2026)**

RECEIVED

Jul 07, 2026

DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 29 2026

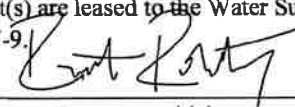
DEPARTMENT OF
WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, 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?
63-35473	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Mayfield Ranch LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Mayfield Ranch Estates, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 1646 S 150 W Kaysville UT 84037
Mailing address City State Zip
- 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: January 20, 2026
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature:  Manager of Governor (XL Ant, LLC) 06/29/2026
Signature of new owner/claimant Title, if applicable Date
Rhett Roberts
Print name

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

Print name

Received by  Date 6.29.26 For IDWR Office Use Only: Receipt No. C126997 Receipt Amt. \$25.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by _____ Date _____

Instrument # 0000520185

ELMORE COUNTY, ID

03:37:22 PM

Jan 29, 2026

For TITLEONE BOISE

No. of Pages: 5

Fee: \$15.00

SHELLEY ESSL, Recorder

CG, Deputy

Electronically Recorded by Simplifile

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Parsons Behle & Latimer
800 West Main Street, Suite 1300
Boise, Idaho 83702
Attention: David S. Jensen

24520985

(Space Above For Recorder's Use)

DEED IN LIEU OF FORECLOSURE

For good and valuable consideration, MAYFIELD RANCH, LLC, Delaware limited liability company registered to do business in Idaho as Mayfield Ranch II LLC, whose mailing address is 398 S. 9th Street, Suite 250, Boise, Idaho 83702 ("**Grantor**"), Grants, Bargains, Sells, and Conveys unto MAYFIELD RANCH ESTATES, LLC, an Idaho limited liability company ("**Grantee**"), whose current address is: 1646 S 150 W, Kaysville, Utah 84037, all right, title, and interest of Grantor in the real property of the Grantor located in the County of Elmore, State of Idaho, described in the attached Exhibit A (the "**Property**"), together with all rights and privileges appurtenant or to become appurtenant to the Property, and together with all personal property located thereon on the date hereof. To have and to hold, unto the Grantee, its successors, assigns, heirs, executors, or administrators forever.

This Deed is given in lieu of foreclosure of (i) the Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated January 14, 2022, made by Grantor, as trustor, for the benefit of XL Ant, LLC, a Utah limited liability company ("**Lender**"), as beneficiary, recorded in the official records of Elmore County, Idaho on January 18, 2022, as Instrument No. 497037 (the "**Deed of Trust No. 1**"), (ii) the Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated May 12, 2023, made by Grantor, as trustor, for the benefit of Lender, as beneficiary, recorded in the official records of Elmore County, Idaho on May 16, 2023, as Instrument No. 505218 (the "**Deed of Trust No. 2**"), and (iii) the Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated September 1, 2023, made by Borrower, as trustor, in favor of Guaranty Title, Inc., as trustee, for the benefit of Lender, as beneficiary, recorded in the official records of Elmore County, Idaho on October 25, 2023, as Instrument No. 507684 (the "**Deed of Trust No. 3**" and together with Deed of Trust No. 1 and Deed of Trust No. 2, the "**Deeds of Trust**"); provided, however, that Lender's Deeds of Trust interest in and to the Property shall not be deemed to have merged into this Deed in Lieu of Foreclosure, but shall survive the execution, delivery and recording of this Deed in Lieu of Foreclosure, and Lender expressly reserves and retains its priority of lien under the Deeds of Trust in and to the Property for the purpose of protecting Grantee and Lender against any third party liens, claims or interest, known or unknown, disclosed or undisclosed, liquidated or unliquidated, of whatever kind or nature.

This Deed is given for good, valuable, and adequate consideration in lieu of foreclosure, such consideration being reasonably equivalent. This Deed is not intended as a mortgage, a trust conveyance, or a security document of any kind. Execution and delivery of this Deed is done freely and voluntarily and not under coercion or duress. Grantor acknowledges, represents, and confirms that by the delivery of this Deed Grantor is not rendered insolvent and this Deed is not being delivered for the purpose of defrauding creditors or avoiding any payment of any of its debts.

Grantor intends by this Deed in Lieu of Foreclosure to vest the absolute and unconditional title to the Property in Grantee, subject to the non-merged interest of Lender's Deeds of Trust, and to forever estop and bar Grantor and Grantor's successors, assigns, heirs, executors or administrators or anyone claiming or having any right, title or interest of any nature whatsoever, either in law or in equity or in possession or in expectancy, in and to the Property, or any part thereof.

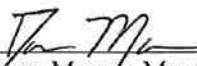
[Signature Page Follows]

This Deed In Lieu of Foreclosure is executed as of January 20, 2026.

GRANTOR:

MAYFIELD RANCH LLC

a Delaware limited liability company

By 
Darren Mower, Manager

STATE OF Utah)
County of Weber) ss.

This record was acknowledged before me on January 17th, 2026, by **Darren Mower** as the Manager of **Mayfield Ranch, LLC**.


Signature of notary public

My commission expires: 8-13-2028



EXHIBIT A
Description of the Property

Land situate in the Sections 23, 24, 25, 26 and 27 of Township 1 North, Range 4 East, and situate in Section 19 of Township 1 North, Range 5 East, Boise Meridian, Elmore County, Idaho, being more particularly described as follows:

Beginning at the Southwest corner of said Section 19, which is the Point of Beginning; thence South 89°49'28" West, 1,320.17 feet along the Northerly boundary of the Northeast quarter of the Northeast quarter of said Section 25 to the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 25; thence South 00°02'32" West, 1,322.36 feet along the Easterly boundary of the Northwest quarter of the Northeast quarter of said Section 25 to the Southeast corner of the Northwest quarter of the Northeast quarter of said Section 25; thence North 89°55'02" East, 1,320.06 feet along the Southerly boundary of the Northeast quarter of the Northeast quarter of said Section 25 to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 25; thence South 00°02'48" West, 1,324.50 feet along the Easterly boundary of the Southeast quarter of the Northeast quarter of said Section 25 to the East quarter corner of said Section 25; thence North 89°59'24" West, 1,319.96 feet along the Southerly boundary of the Southeast quarter of the Northeast quarter of said Section 25 to the Southwest corner of the Southeast quarter of the Northeast quarter of said Section 25; thence South 00°06'16" East, 2,640.97 feet along the Easterly boundary of the Northwest quarter of the Southeast quarter and the Easterly boundary of the Southwest quarter of the Southeast quarter of said Section 25 to the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 25; thence North 89°53'15" West, 1,326.51 feet along the Southerly boundary of the Southwest quarter of the Southeast quarter of said Section 25 to the South quarter corner of said Section 25; thence North 89°51'20" West, 2,655.58 feet along the Southerly boundary of the Southwest quarter of said Section 25 to the Southwest corner of said Section 25; thence South 89°48'52" West, 2,649.60 feet along the Southerly boundary of said Section 26 to the South quarter corner of said Section 26; thence North 00°10'33" East, 1,315.30 feet along the Westerly boundary of the Southwest quarter of the Southeast quarter of said Section 26 to the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 26; thence South 89°46'07" West, 1,324.65 feet along the Southerly boundary of the Northeast quarter of the Southwest quarter of said Section 26 to the Southwest corner of the Northeast quarter of the Southwest quarter of said Section 26, also to the Easterly line of "Danskin Properties", as described in Instrument Number 258976, records of Elmore County, Idaho; thence North 00°08'58" East, 1,315.47 feet along the Westerly boundary of the Northeast quarter of the Southwest quarter of said Section 26 and along the Easterly boundary of "Danskin Properties" to the Northwest corner of the Northeast quarter of the Southwest quarter of said Section 26; thence North 00°10'24" East, 1,048.90 feet along the Westerly boundary of the Southeast quarter of the Northwest quarter of said Section 26 and along the Easterly boundary of said "Danskin Properties" to the Northeast corner of said "Danskin Properties"; thence South 58°44'08" West, 3,108.58 feet along the Northwesterly boundary of said "Danskin Properties" to a corner of said "Danskin Properties"; thence North 00°00'54" East, 1,884.89 feet along the Easterly boundary of said "Danskin Properties" to the Northwest corner of the Southeast quarter of the Northeast quarter of said Section 27; thence South 89°33'04" East, 1,331.56 feet along the Northerly boundary of the Southeast quarter of the Northeast quarter of said Section 27 to the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 27; thence North 00°08'33" East, 1,072.78 feet along the Westerly boundary of the Northwest quarter of the Northwest quarter of said Section 26 to the centerline of Indian Creek Road, which centerline bears

South 00°08'33" West, 242.43 feet from the Northwest corner of said Section 26; thence the following courses and distances along the centerline of Indian Creek Road; 244.96 feet along a non-tangent curve deflecting to the left, with a radius of 529.00 feet, a central angle of 26°31'55", a long chord of 242.78 feet and a chord bearing of North 82°51'07" East;
 North 69°35'09" East, 117.18 feet; 251.62 feet along a tangent curve deflecting to the left, with a radius of 374.00 feet, a central angle of 38°32'53", a long chord of 246.90 feet and a chord bearing of North 50°18'43" East;
 North 31°02'17" East, 229.35 feet; 119.96 feet along a tangent curve deflecting to the right, with a radius of 152.00 feet, a central angle of 45°13'10", a long chord of 116.87 feet and a chord bearing North 53°38'52" East;
 North 76°15'27" East, 236.87 feet; 184.25 feet along a tangent curve deflecting to the left, with a radius of 491.00 feet, a central angle of 21°30'04", a long chord of 183.18 feet and a chord bearing of North 65°30'25" East;
 North 54°45'23" East, 117.81 feet; 228.19 feet along a tangent curve deflecting to the right with a radius of 513.00 feet, a central angle of 25°29'11", a long chord of 226.32 feet and a chord bearing of North 42°00'48" East;
 North 29°16'12" East, 180.45 feet; 309.22 feet along a tangent curve deflecting to the right, with a radius of 1,107.00 feet, a central angle of 16°00'16", a long chord of 308.21 feet and a chord bearing of North 37°16'20" East;
 North 45°16'28" East, 288.56 feet; 155.14 feet along a tangent curve deflecting to the right, with a radius of 1,865.00 feet, a central angle of 04°45'58", a long chord of 155.09 feet and a chord bearing of North 47°39'27" East to the Northerly boundary of the Southeast quarter of the Southwest quarter of said Section 23; thence
 North 89°41'48" East, 658.74 feet along the Northerly boundary of the Southeast quarter of the Southwest quarter of said Section 23 to the Northeast corner of the Southeast quarter of the Southwest quarter of said Section 23; thence
 North 89°41'48" East, 2,655.91 feet along the Northerly boundary of the South one-half of the Southeast quarter of said Section 23 to the Northeast corner of the Southeast quarter of the Southeast quarter of said Section 23; thence
 South 00°05'14" West, 1,324.27 feet along the Easterly boundary of the Southeast quarter of the Southeast quarter of said Section 23 to the Southeast corner of said Section 23; thence
 North 89°51'45" East, 1,320.22 feet along the Southerly boundary of said Section 24 to the Southeast corner of the Southwest quarter of the Southwest quarter of said Section 24; thence
 North 00°07'17" East, 1,324.41 feet along the Easterly boundary of the Southwest quarter of the Southwest quarter of said Section 24 to the Northeast corner of the Southwest quarter of the Southwest quarter of said Section 24; thence
 North 89°50'16" East, 2,643.08 feet along the Northerly boundary of the South one-half of the Southeast quarter of said Section 24 to the Northeast corner of the Southeast quarter of the Southeast quarter of said Section 24; thence
 South 89°20'49" East, 2,711.91 feet along the Northerly boundary of U.S. Lot 4 of said Section 19 and the Northerly boundary of the Southeast quarter of the Southwest quarter of said Section 19 to the Northeast corner of the Southeast quarter of the Southwest quarter of said Section 19; thence
 South 89°20'47" East, 1,320.17 feet along the Northerly boundary of the Southwest quarter of the Southeast quarter of said Section 19 to the Northeast corner of the Southwest quarter of the Southeast quarter of said Section 19; thence
 South 00°07'31" East, 1,319.24 feet along the Easterly boundary of the Southwest quarter of the Southeast quarter of said Section 19 to the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 19; thence
 North 89°24'54" West, 1,318.72 feet along the Southerly boundary of the Southwest quarter of the Southeast quarter of said Section 19 to the South quarter corner of said Section 19; thence continuing North 89°24'54" West, 2,722.52 feet along the Southerly boundary of the Southwest quarter of said Section 19 to the Point of Beginning.