

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 31 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?
65-23469	Yes ☒	Yes ☐		Yes ☐	Yes ☐
65-23470	Yes ☒	Yes ☐		Yes ☐	Yes ☐
65-23469+	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-24475	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-23470+ &	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-24476					

2. Previous Owner's Name:

Name of current water right holder/claimant

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

Kathie K. Ashby Michael Ashby

New owner(s) as listed on the conveyance document

Name connector ☒ and ☐ or

Do Boy 609

Kuna

ID

83634

Mailing address

City

State

Zip

208-941-9533

mKashby@hotmail.com

Telephone

Email

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

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

5. Date you acquired the water rights and/or claims listed above: 3/8/2016

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:

Kathie K. Ashby

Signature of new owner/claimant

Title, if applicable

7-28-2026

Date

Kathie K. Ashby

Print name

Signature:

Michael Ashby

Signature of new owner/claimant

Title, if applicable

7-28-2026

Date

Michael Ashby

Print name

For IDWR Office Use Only:

Received by: JA

Date: 7/31/2026

Receipt No. C127596

Receipt Amt. \$100.00

Active in the Water Supply Bank? Yes ☐ No ☐

If yes, forward to the State Office for processing

W-9 received? Yes ☐ No ☐

9/14/2026

C128371

\$100

Processed by: PL

Date: 9/21/2026



Pioneer Title Co.
GOING BEYOND

775 S. Rivershore Ln., Ste. 120
Eagle, ID 83616

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

File No. 589881 AA/PP

Instrument # 250111
IDAHO CITY, BOISE COUNTY, IDAHO
03-09-2016 14:59:08 PM No. of Pages: 1
Recorded for: PIONEER TITLE COMPANY OF ADA
MARY T. PRISCO Fee: \$10.00
Ex-Officio Recorder Deputy Shirley George
Index to: DEEDS
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received

Nathan Stanley and Kecia Stanley, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Kathie K. Ashby a married woman

hereinafter referred to as Grantee, whose current address is PO Box 609 Kuna, ID 83634

The following described premises, to-wit:

Lot 1 in Block 1 of Paradise Cove, according to the official plat thereof, recorded as Instrument No. 146553, records of Boise County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March 7, 2016

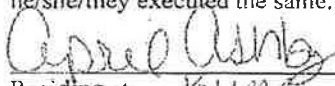


Nathan Stanley


Kecia Stanley

State of Idaho, County of Ada

On this 8 day of March in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Nathan Stanley and Kecia Stanley known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Residing at: Kuna, Id.
Commission Expires: 1-24-18



State of Idaho
Department of Water Resources

Water Right

65-23469

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.



Date Created: 7/20/2025



Legend

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



SHARED WATER AND EASEMENT AGREEMENT

PREAMBLE

This Shared Water and Easement Agreement ("Agreement") is made this 18th day of January, 20 13, by and between Harry James Hirsch Jr., hereinafter referred to as "Grantor," and Nathan and Kecia Stanley, husband and wife, hereinafter referred to as "Grantees."

RECITALS

WHEREAS, Grantor owns certain real property commonly known as number 685 Middle Fork Road, Garden Valley, Idaho, hereafter referred to as the "Grantor" property", which real property is depicted in Exhibit A and more particularly described as:

Lot 2, Block 1, PARADISE COVE SUBDIVISION, according to the official plat thereof filed as instrument No.111322, records of Boise County, Idaho

WHEREAS, Grantees own certain real property adjoining the Grantor' property in Garden Valley, Idaho, hereafter referred to as the "Grantees' property" which real property is depicted in Exhibit A and more particularly described as:

Lot 1, Block 1, PARADISE COVE SUBDIVISION, according to the official plat thereof filed as instrument No.111322, records of Boise County, Idaho

WHEREAS, the Grantees property is encumbered with an existing easement for a septic drainfield for the benefit of Grantor's property; and

WHEREAS, given the limitations created by the drainfield easement located on Grantee's property, the parties desire to define certain rights between them and their subject properties related to a shared well, shared seasonal irrigation and an easement for related water lines for the benefit of Grantee's property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged it is agreed between the parties as follows:

A. SHARED WATER – DOMESTIC WELL

1. Shared Well Agreement. Grantor hereby grants unto the Grantees the right to share water from the domestic water well located on Grantor' property for domestic use on Grantee's property. For purposes of this agreement, "domestic use" shall be defined as general household use such as drinking, bathing, laundry and kitchen and limited, non-irrigation outdoor use. The agreements, obligations and limitations agreed to and hereby granted between the parties are for the benefit of the Grantor, the Grantees, and to the successors in interest of the parties hereto.

SHARED WELL AND EASEMENT AGREEMENT

1

2. Description of Well. The domestic well that is subject to this Agreement is generally located north of the Grantor's house, along the southwest portion of the Grantor's property as identified in Exhibit B.

3. Development and Costs.

a. Grantor, or their successors in interest, shall be responsible for all well maintenance, repairs, electricity or other well related costs until such time that Grantees, or their successors in interest, develop the Grantees' property and exercise their right to install an underground water line on the Grantor's property connecting to the well system as provided herein.

b. Upon development of the Grantees' property and their exercise of the right to install and maintain an underground water line on the Grantor's property connecting to the well system as provided herein, Grantees shall be responsible for all costs of improvements to the well necessary to make the well suitable for two households. Such improvements may include, but not be limited to, an improved well pump, holding tank or pressure tank. Once the Grantees property is connected to the Grantor's well, the Grantor and Grantees agree to mutually determine a cost sharing arrangement for the annual cost of electricity for the well pump. If the parties are unable to so agree, Grantees shall pay Grantor a sum not less than \$144.00 per year (\$12 per month).

c. If, at any time, following the development of the Grantees' property and their exercise of the right to install and maintain an underground water line on the Grantor's property connecting to the well system as provided herein, a well maintenance or repair issue arises affecting both the Grantor and the Grantees, the parties agree to consult with each other to discuss the nature and cost sharing of any such repairs. If, for any reason, the parties are unable to agree as to the nature or costs of the repairs, then Grantor, or their successors in interest, shall have the right to make the final repair or maintenance decision. All costs involved in such maintenance and/or repair of the well shall be shared equally by Grantor and Grantees, if the maintenance or repair issue affects both parties. For example, if the pump goes out, the parties shall equally share in the costs of the pump replacement. However, if Grantees' water line from the well to Grantee's property develops a leak, Grantee is alone responsible for the costs of such repair. In the event of a shared expenditure for the maintenance or repair of the well, pump, electricity or any related matter, Grantor shall submit a copy of the invoice for work performed to the Grantees. Grantees shall reimburse Grantor for one half of said maintenance or repair costs with thirty (30) days of receiving the invoice.

4. Limitations. The current and future owners of the Grantees' property shall retain the right to share the domestic water well with the Grantor's property so long as said shared use does not interfere with the Grantor's property use or water supply from the domestic well. Grantor makes no guarantees to Grantees regarding the future availability of ground water from this domestic well. Furthermore, Grantees acknowledge that Grantor shall not be held liable in any way for the naturally occurring depletion of water from the well or any contamination thereof.

B. SHARED WATER – SEASONAL IRRIGATION

1. Shared Irrigation. Grantor hereby grants unto the Grantees the right to share in the use of Grantor's seasonal surface water irrigation water right from the Middle Fork of the Payette River for

irrigation use on Grantee's property. In granting this shared right, the Grantees shall not have any recognized legal ownership in Idaho Department of Water Resources water right nos. 65-23469 and 65-23470. The agreements, obligations and limitations agreed to and hereby granted between the parties are for the benefit of the Grantor, the Grantees, and to the successors in interest of the parties hereto.

2. Character of Shared Irrigation Water Right. The water right granted herein is appurtenant to the Grantees Property. As such, the benefit of this shared water right shall automatically pass to any future owner of the Grantees Property.

3. Description of Water Right. The water right granted herein is seasonal surface water from the Middle Fork of the Payette River. This water right is expressly granted for the purpose of seasonal irrigation use only for the Grantees Property. Idaho Department of Water Resources water right nos. 65-23469 is approved for diversion rate of 0.020 CFS. Idaho Department of Water Resources water right nos. 65-23470 is approved for diversion rate of 0.020 CFS. The water rights are subject to certain conditions of approval and use from the Idaho Department of Water Resources. Accordingly, Grantee's shared use of these water rights shall be subject to any such conditions of approval.

4. Development and Costs.

a. Grantor, or their successors in interest, shall be responsible for all irrigation pump and system maintenance, repairs, electricity or other well related costs until such time that Grantees, or their successors in interest, develop the Grantees' property and exercise their right to install an underground water line connecting to the Grantor's irrigation or by installing their own pump and system as provided herein.

b. Upon development of the Grantees' property and their exercise of the right to install and maintain an underground water line on the Grantor's property connecting to the irrigation system as provided herein, Grantees shall be responsible for all costs of improvements to the irrigation system necessary to make the system suitable for two parcels of land. Such improvements may include, but not be limited to, an improved pump or water lines. Once the Grantees property is connected to the Grantor's irrigation system, the Grantor and Grantees agree to mutually share the cost of installing an electric meter for the water pump. The parties agree that the Grantor shall bear two-thirds (2/3) of the seasonal irrigation electricity costs and the Grantees shall bear one-third (1/3) of the seasonal irrigation electricity costs.

c. If, at any time, following the development of the Grantees' property and their exercise of the right to install and maintain an underground water line on the Grantor's property connecting to the irrigation system as provided herein, an irrigation maintenance or repair issue arises affecting both the Grantor and the Grantees, the parties agree to consult with each other to discuss the nature and cost sharing of any such repairs. If, for any reason, the parties are unable to agree as to the nature or costs of the repairs, then Grantor, or their successors in interest, shall have the right to make the final repair or maintenance decision. All costs involved in such maintenance and/or repair of the irrigation system shall be shared equally by Grantor and Grantees, if the maintenance or repair issue affects both parties. For example, if the pump goes out, the parties shall equally share in the costs of the pump replacement. However, if Grantees' water line from the river to Grantee's property develops a leak, Grantee is alone responsible for the costs of such repair. In the event of a shared expenditure for the maintenance or repair of the

pump, electricity or any related matter, Grantor shall submit a copy of the invoice for work performed to the Grantees. Grantees shall reimburse Grantor for one half of said maintenance or repair costs with thirty (30) days of receiving the invoice.

5. Nonexclusive Right. The shared irrigation water right granted herein is nonexclusive. The current and future owners of the Grantors Property shall retain the priority right to use water from Idaho Department of Water Resources water right nos. 65-23469 and 65-23470.

6. Limitations and Revocation. Grantor makes no guarantees to Grantees regarding the future availability of the seasonal irrigation water from Idaho Department of Water Resources water right nos. 65-23469 and 65-23470. Furthermore, Grantees acknowledge that Grantor shall not be held liable in any way for the naturally occurring depletion of irrigation water from the Middle Fork of the Payette River. In such event of depletion, Grantor shall have the right to revoke, in writing, the shared irrigation water right granted hereby for any depleted or affected irrigation season.

C. EASEMENT FOR WATER LINES

1. Grant of Easement. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, an easement is hereby granted by the Grantor to the Grantees, and to the successors in interest of the Grantees, as hereinafter described.

2. Character of Easement. The easement granted herein is appurtenant to the Grantees' property. As such, the benefit of this easement shall automatically pass to any future owners of the Grantees' property.

3. Description of Easement. The easement granted herein is granted for the purpose of installing and maintaining underground water lines located on the Grantor's property for the benefit of the Grantees' property. The underground water lines shall be for: a) domestic water from the Grantor's well, and b) seasonal irrigation from the Grantor's surface water irrigation water right. The domestic well water line easement area will encompass a four (4) foot wide strip of land from the Grantor's well in a northeastern heading to the point it joins the ten (10) foot wide irrigation water line easement located along the eastern boundary of Grantor's property.

4. Location of Easements. The easement granted herein shall cover an area as designated on Exhibit C, attached hereto. As depicted on Exhibit B, the well water line will travel approximately 120 feet from the Grantor's well in a northwesterly heading to join the seasonal irrigation easement along the Grantor's eastern property boundary. As depicted on Exhibit B, the seasonal irrigation water line will travel approximately three hundred fifty (350) feet along the entire eastern boundary of Grantor's property line from the Middle Fork of the Payette River to the northern boundary of Grantor's property.

5. Use by Grantor. The easement granted herein shall permit the owners of the Grantees' property, including any agents thereof, access to and from the Grantor's property, or any portion or part thereof, for any type of maintenance or repair service to the water line. The parties recognize that it may be necessary for excavation equipment to access a larger area than the four (4) foot wide domestic well water line easement for the installation or repair of the water line, accordingly Grantor do hereby approve such

SHARED WELL AND EASEMENT AGREEMENT

4

access, as is reasonable. The ten (10) foot width of the irrigation water line located along the eastern boundary of Grantor's property provides adequate access within said water line easement area for Grantee to provide any type of maintenance or repair service to the water line. Unless otherwise waived by Grantor, any such use of the easement areas for maintenance or repair shall not occur until Grantee has provided Grantor with, at least, ten (10) days notice.

6. **Nonexclusive Easement.** The easement granted herein is nonexclusive. The current and future owners of the Grantor's property shall retain the right to use the effected property so long as that use does not interfere with the easement granted hereby. Further, the current and future owners of the Grantees' property hereby waive and relinquish any claim or potential claim which they may now hold, or which they may hereafter acquire, in the nature of a prescriptive easement, adverse possession, boundary by agreement, or any such similar claim which may have the tendency or effect of limiting or voiding this easement.

7. **Installation, Maintenance and Repair.** All costs involved in the installation, maintenance and repair of the water line from the well to Grantees' property shall be the responsibility of the Grantees.

D. MISCELLANEOUS TERMS

1. **Definitive Agreement.** This instrument contains the definitive terms of the agreement between the parties hereto. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by the party to be charged.

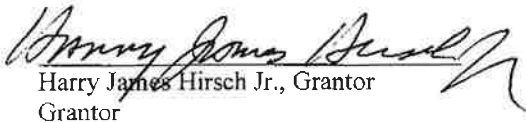
2. **Attorney representation, Conflict Disclosure and Waiver.** The parties hereto acknowledge that Attorney Ian W. Gee has fully disclosed that he has a former attorney client with Grantee's Nate and Kecia Stanley. For purposes of this transaction Attorney Ian W. Gee is representing the Grantor, Harry James Hirsch Jr. In signing this Agreement, the Grantor and Grantee's consent to Attorney Gee's representation of Grantor and waive any potential claim, liability or conflict arising from this disclosed relationship. Finally, the parties acknowledge their right to seek other legal counsel on this matter prior to signing. By signing this Agreement, the parties acknowledge that they have either done so or intentionally elected not to obtain such legal counsel.

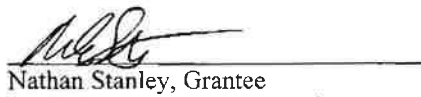
3. **Attorneys Fees.** In the event of any controversy, claim, or dispute relating to this instrument or the breach hereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys fees, and costs.

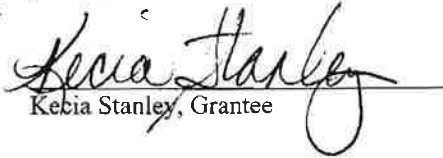
4. **Binding Affect.** This Agreement shall bind and continue for the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

5. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above-written.


Harry James Hirsch Jr., Grantor
Grantor


Nathan Stanley, Grantee

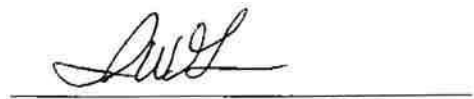

Kacia Stanley, Grantee

STATE OF IDAHO)
) ss.
County of Boise)

On this 18th day of January, 2013, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Harry James Hirsch Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have here unto set my hand and affixed by official seal this day and year in this certificate first above-written.

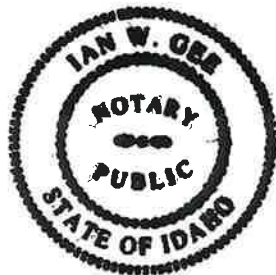



_____, Notary Public for Idaho
Residing at Garden Valley, Idaho
My commission expires: 5/28/14

STATE OF IDAHO)
) ss.
County of Boise)

On this 18th day of January, 2013, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Nate and Kecia Stanley, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have here unto set my hand and affixed by official seal this day and year in this certificate first above-written.



A handwritten signature in cursive script, appearing to read "Ian W. Oee", written over a horizontal line.

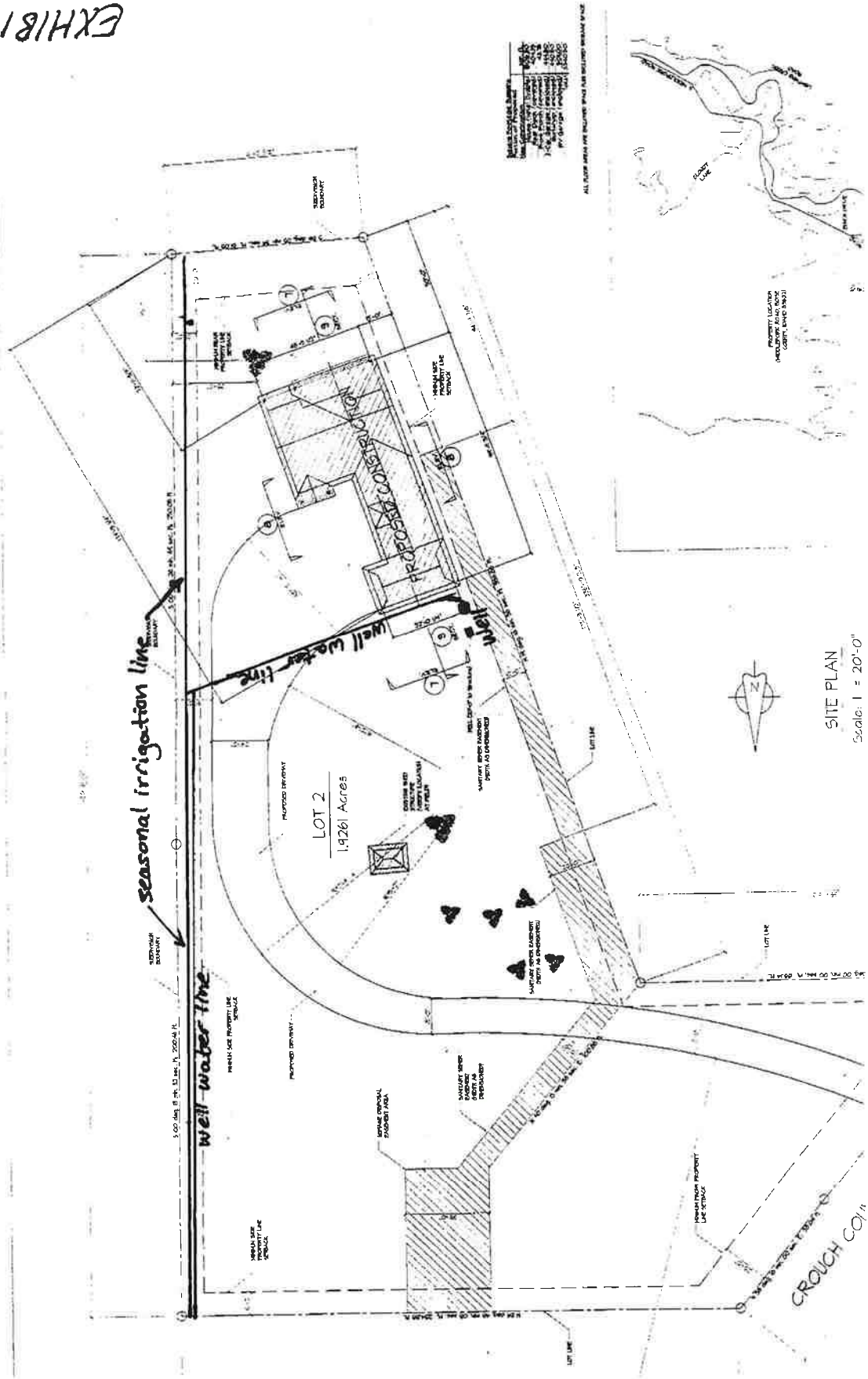
Notary Public for Idaho
Residing at Garden Valley, Idaho
My commission expires: 5/28/14

NS

EXHIBIT B

de
HIRECH

Jennifer and Harry Hirsch
Owette Middle School Summer Residence



SITE PLAN
Scale: 1" = 20'-0"



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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ALL LOT AREAS ARE BOUNDARY LINES AND NOT TO BE USED FOR CONSTRUCTION

Instrument # 237894

IDAHO CITY, BOISE COUNTY, IDAHO
12-31-2012 11:34:13 AM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - MCCALL
MARY T. PRISCO Fee: \$13.00
Ex-Officio Recorder Deputy shirley george
Index to: DEEDS
Electronically Recorded by Simplifile

AFTER RECORDING MAIL TO:

Nathan Stanley and Kecia Stanley
49 Old Crouch Rd.
Garden Valley, ID 83622

WARRANTY DEED

File No.: **4101-2011961 (TD)**

Date: **December 27, 2012**

For Value Received, **Harry James Hirsch Jr. and Jennifer Ann Hirsch as Trustees of Harry James Hirsch Jr. and Jennifer Ann Hirsch 2000 Trust u/d/t dated April 3, 2000**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Nathan Stanley and Kecia Stanley, husband and wife**, hereinafter referred to as Grantee, whose current address is **49 Old Crouch Rd., Garden Valley, ID 83622**, the following described premises, situated in **Boise County, Idaho**, to wit:

LEGAL DESCRIPTION: Real property in the County of Boise, State of Idaho, described as follows:

Lot 1, Block 1, Paradise Cove Subdivision, Boise, County, Idaho, as shown on the plat recorded February 25, 1993, as Instrument No. 146663.

APN: **RP02401001001C**

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

APN: RP02401001001C

Warranty Deed
- continued

File No.: 4101-2011961 (TD)
Date: 12/27/2012

Harry James Hirsch Jr. and Jennifer Ann
Hirsch 2000 Trust

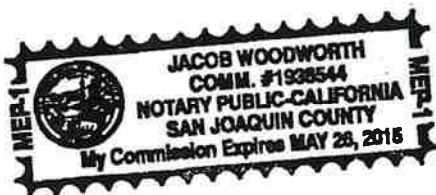
Harry James Hirsch Jr. Co-Trustee
Harry James Hirsch, Jr., Co-Trustee

Jennifer Ann Hirsch, Co-Trustee
Jennifer Ann Hirsch, Co-Trustee

STATE OF California)
COUNTY OF San Joaquin)
SS.

On this 27 day of December, 2012, before me, a Notary Public in and for said State, personally appeared **Harry James Hirsch, Jr. and Jennifer Ann Hirsch**, known or identified to me to be the person whose name is subscribed to the within instrument as the **Trustees of Harry James Hirsch Jr. and Jennifer Ann Hirsch 2000 Trust u/d/t dated April 3, 2000**, and acknowledged to me that he/she/they executed the same as such **Trustees**.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
Notary Public for the State of California
Residing at: Lodi
My Commission Expires: May 28, 2015



Order Number: B1000443 AE/CH

Instrument # 228572
IDAHO CITY, BOISE COUNTY, IDAHO
08-04-2010 12:26:10 No. of Pages: 1
Recorded for: TITLEONE MERIDIAN
CONSTANCE SWEARINGEN
Ex-Officio Recorder Deputy sgeorge
Index To: DEEDS
Electronically Recorded by Simplifile

Fee: 10.00

Warranty Deed

For value received, **Thomas H. Allen and Jane Allen, husband and wife**

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

**Harry James Hirsch Jr., and Jennifer Ann Hirsch as Trustees of
Harry James Hirsch Jr., and Jennifer Ann Hirsch 2000 Trust u/d/t dated April 3, 2000**

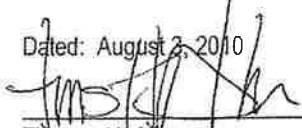
whose current address is 9130 Quail Lake Court, Loomis, CA 95650

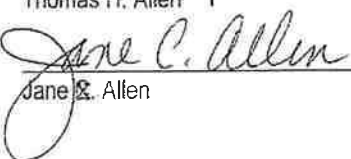
the grantee, the following described premises, in Boise County, Idaho, to wit:

Lots 1 and 2 in Block 1 of Paradise Cove Subdivision, according to the official plat thereof, filed as Instrument No. 146553, official records of Boise County, Idaho.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

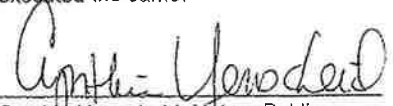
Dated: August 3, 2010


Thomas H. Allen


Jane C. Allen

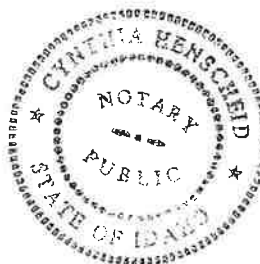
State of Idaho, County of Boise, ss.

On this 3 day of August, in the year of 2010, before me the undersigned a Notary Public in and for said state personally appeared Thomas H. Allen and Jane C. Allen, known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the instrument and acknowledged to me that they executed the same.


Cynthia Henscheid, Notary Public

Residing at: Boise, ID

My Commission Expires: October 7, 2010



228572

Page 1 of 1

09/18/2026 1:24 PM

235436



A Pioneer Company

PIONEER TITLE COMPANY

OF ADA COUNTY

661 S. Rivershore Lane, Suite 110 / Eagle, Idaho 83616
(208) 938-8075

Instrument # 192458

IDAHO CITY, BOISE COUNTY, IDAHO

2003-08-27

03:25:45 No. of Pages: 1

Recorded for: PIONEER TITLE COMPANY

RORA A. CANODY

Fee: 3.00

Ex Officio Recorder-Deputy

Index to: DEEDS

WARRANTY DEED

Reviewed & Approved:
AT *JB*

For Value Received

SCOTT R. MEISSNER and ~~BRANDEE L. MEISSNER~~, Husband and

Wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

THOMAS H. ALLEN and JANE ALLEN, Husband and Wife

hereinafter referred to as Grantee, whose current address is 2446 Sunshine Dr., Boise, ID 83712 83622

the following described premises, to-wit:

Lots 1 and 2 in Block 1 of Paradise Cove Subdivision, according to the plat thereof, filed as Instrument No. 146553, records of Boise County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: August 26, 2003



Scott R. Meissner



Brandee L. Meissner

STATE OF IDAHO. County of Ada, ss.

On this 26th day of August, in the year of 2003, before me Sharlot Baker, notary public personally appeared Scott R. Meissner and Brandee L. Meissner known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.





Sharlot Baker
Notary Public of Idaho
Residing at Boise, ID
Commission expires: June 27, 2003

Petula Lee

From: Petula Lee
Sent: Thursday, September 17, 2026 10:48 AM
To: mkashby@hotmail.com
Cc: Petula Lee
Subject: RE: Department of Water Resources - Water Right Notice of Ownership Change Re: 65-23469 & 65-23470

Dear Mr. Ashby,

Our department has received your check for \$100 for the split of 65-23470. The notice will be processed soon.

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/>



From: Petula Lee <petula.lee@idwr.idaho.gov>
Sent: Thursday, September 10, 2026 11:27 AM
To: mkashby@hotmail.com
Cc: Petula Lee <petula.lee@idwr.idaho.gov>
Subject: FW: Department of Water Resources - Water Right Notice of Ownership Change Re: 65-23469

Dear Mr. Ashby,

I sent the below email to you last week. My plan is to only process the split for 65-23469 in the next week or so unless I hear back from you.

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/>



From: Petula Lee <petula.lee@idwr.idaho.gov>
Sent: Wednesday, September 2, 2026 5:00 PM
To: mkashby@hotmail.com
Cc: Petula Lee <petula.lee@idwr.idaho.gov>
Subject: Department of Water Resources - Water Right Notice of Ownership Change Re: 65-23469

Dear Mr. and Mrs. Ashby,

On July 31, 2026, our Department received a Notice of Ownership Change and supporting documentation for 65-23469 for a split. We also received \$100 filing fee. There was a letter that referenced a second Water right 65-23470. I am inquiring if you wanted to have the latter Water right split into your name as well. Attached is a letter dated August 19, 2026 that was sent to the address we have on file.

If you do not want to split the Water right 65-23470, I will process the 65-23469 as a split and you will be issued a new water right number that is applicable to your parcel.

I look forward to hearing from you.

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

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: ldwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

August 19, 2026

MICHAEL ASHBY
KATHIE K. ASHYBY
PO BOX 609
KUNA ID 83634

RE: Change in Ownership Water Right No(s): 65-23469

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership and \$100 Filing Fee.

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

- Additional Filing Fee of \$100 per water right for changes resulting from division of a water right for 65-23470 as referenced in your letter.

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is \$25 per water right, except for ownership changes resulting in the division of a water right, which is \$100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed. We have determined that the total filing fee for your notice will be \$200. Please send an additional \$100 to our office.

Because the Department cannot process the Notice without proper fees, we will hold any action on your notice pending receipt of the necessary fees. If we do not receive the necessary fees within 30 days we will process the split for 65-23469 only.

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



To whom it may concern:

We are applying for a change in water right number 65-23469 to be transferred to Kathie and Michael Ashby for use on property 695 Middlefork Rd in Garden Valley Idaho.

I have attached several documents: Warranty Deed, Map of the area where the water right is used, property taxes to verify legal description of the property. I also included a copy of the check that I had paid the Water District for the two water permits.

There are two water rights associated with the two properties: 65-23469 and 65-23470.

The water rights are shared and we are applying for a split of the two so that our property will have the use of one of the water rights.

Thank you for your attention to this matter

Michael and Kathie Ashby



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

September 29, 2026

KATHIE K ASHBY
P O BOX 609
KUNA ID 83634

Re: Change in Water Right Ownership: 65-23469 (Split into 65-23469 and **65-24475**), 65-23470 (Split into 65-23470 and **65-24476**),

Dear Water Right Holder(s):

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

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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)

c: HARRY JAMES HIRSCH JR
JENNIFER ANN HIRSCH
c: WATER DISTRICT 65

COPY