

RECEIVED
AUG 26 2004
WATER RESOURCES
WESTERN REGION

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

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

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
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. *No fee for 63-8569A + 8569B.*
- 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)

Melvin Farmer

203 11th Ave So., Nampa, ID 83686

4. New Owner/Claimant(s)

Jolene Krahenbuhl, Monika London

Name Connector (Check one): ☐ and, ☒ or, ☐ and/or

Barbara A. Johnson

New Mailing Address

709 Sherry Rd.

City, State and ZIP Code

Nampa ID 83686

New Telephone Number

208 461-0251

5. Date you acquired the property

1-8-04

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)

Aileen Kakenbuhl
owner

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 <u>DB</u>	Date <u>8-26-04</u>	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

RECEIVED

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WATER RESOURCES
WESTERN REGION

WARRANTY DEED

FOR VALUE RECEIVED MELVIN L. FARMER and ROSEMARY T. FARMER,
husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto JOLENE KRAHENBUHL, a married woman as her sole and separate property and MONIKA L. LONDON, a married woman as her sole and separate property and BARBARA A. JOHNSON, a married woman as her sole and separate property

the Grantees, whose address is _____

the following described premises, to-wit:

See attached Exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2003 and subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: December 29, 2003

Melvin L. Farmer
M. L. Farmer

MELVIN L. FARMER

Rosemary T. Farmer
Rosemary T. Farmer

ROSEMARY T. FARMER

STATE OF Ark
COUNTY OF Faulkner
On this 8 day of January, 2004, before me, a notary public,
personally appeared MELVIN L. FARMER AND ROSEMARY T.
FARMER, known or identified to me to be the person(s) who(se)
name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same.

Cynthia S. Lee

Notary Public

Residing at

My commission expires:

Guy, AR
1/20/08

" NOTARY SEAL "

Cynthia S. Lee, Notary Public
Faulkner County, State of Arkansas
My Commission Expires 1/20/2008

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

PN77725

Exhibit "A"

The Southwest Quarter of the Southeast Quarter; the Northwest Quarter of the Southeast Quarter, and the South half of the Southwest Quarter, all in Section 24, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

EXCEPT the County Road right of way along the South Section line.

ALSO EXCEPTING THEREFROM:

A portion of the Southwest Quarter Southwest Quarter of Section 24, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of Section 24, as described above, which is the REAL POINT OF BEGINNING; thence

North 89°34' East 1,207.00 feet along the South Section Line of said Section to a point; thence

North 0°3' West parallel to the West Section Line of said Section 331.00 feet to the point; thence

South 89°34' West 1,207.00 feet parallel to the South Section Line of said Section 24 to a point on the West Section Line; thence

South 0°3' East 331.00 feet along the West Section Line to the REAL POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

That portion of the South half of the Southwest Quarter and the West half of the Southeast Quarter, Section 24, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho, lying South and East of the center line of the Mora Canal as now located and constructed.

A handwritten signature in black ink, appearing to be 'MLF' with a stylized flourish underneath.

WELL AGREEMENT

THIS DEED, made this 30th day of December, 1980, between RICHARD TAGGART, JR. and DIANE TAGGART, husband and wife, herein called Grantors, of Nampa, Canyon County, Idaho, and WILLIAM E. BAUCOM and BEVERLY J. BAUCOM, husband and wife, herein called Grantees, of West Jordan, Salt Lake County, Utah.

WHEREAS, we, RICHARD TAGGART, JR. and DIANE TAGGART, husband and wife, are the owners of a tract of land described as follows, to-wit:

That portion of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ and the $W\frac{1}{2}$ of the $SE\frac{1}{4}$, Section 24, Twp. 2 N., R. 3 W.B.M., Canyon County, Idaho, lying South and East of the center line of the Mora Canal as now located and constructed.

WHEREAS, WILLIAM E. BAUCOM and BEVERLY J. BAUCOM, husband and wife, are the contract purchasers of a tract of land described as follows, to-wit:

The $SW\frac{1}{4}$ of the $SE\frac{1}{4}$; the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$; and the $S\frac{1}{2}$ of the $SW\frac{1}{4}$, all in Section 24, Twp. 2 N., R. 3 W.B.M., Canyon County, Idaho.

EXCEPT the County Road right of way along the South Section line.

ALSO EXCEPTING THEREFROM:

A portion of the $SW\frac{1}{4}SW\frac{1}{4}$ of Section 24, Twp. 2 N., R. 3 W.B.M., Canyon County, Idaho, more particularly described as follows:

Commencing at the SW corner of Section 24, as described above, which is the REAL POINT OF BEGINNING; thence N. $89^{\circ}34'$ E. 1,207.0 feet along the South Section Line of said Section to a point; thence N. $0^{\circ}3'$ West parallel to the West Section Line of said Section 331.0 feet to a point; thence S. $89^{\circ}34'$ W. 1,207.0 feet parallel to the South Section Line of said Section 24 to a point on the West Section Line; thence S. $0^{\circ}3'$ E. 331.0 feet along the West Section Line to the Real Point of Beginning.

ALSO EXCEPTING THEREFROM:

That portion of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ and the $W\frac{1}{2}$ of the $SE\frac{1}{4}$, Section 24, Twp. 2 N., R. 3 W.B.M., Canyon County, Idaho, lying South and East of the center line of the Mora Canal as now located and constructed.

WHEREAS, there is a pond on the first mentioned tract of land, together with pumps and motors used in connection therewith, for the purpose of irrigating the above mentioned tracts of land.

WHEREAS, there is a mainline pipe from said pumps to the Mora Canal for the purpose of irrigating that portion of the property to the north and west of the Mora Canal.

WHEREAS, there is to be developed on the first mentioned tract of land, a well, together with pump and motor used in connection therewith, belonging to WILLIAM E. BAUCOM and BEVERLY J. BAUCOM, husband and wife, Grantees;

WHEREAS, Grantors have heretofore sold to Grantees the 75 horsepower booster pump and motor that is currently in use in the pumping system and said 75 horsepower booster pump and motor shall be the property of the Grantees, their heirs and assigns.

WHEREAS, Grantors have retained ownership of a 25 horsepower booster pump and motor which is a part of the pumping system herein described.

NOW, THEREFORE, know all men by these presents: That we, RICHARD TAGGART, JR. and DIANE TAGGART, husband and wife, Grantors, of Nampa, Canyon County, Idaho, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations to us in hand paid by WILLIAM E. BAUCOM and BEVERLY J. BAUCOM, husband and wife, Grantees, the receipt of which is hereby acknowledged, and subject to the conditions hereinafter set forth, do by these presents, grant, sell and convey unto WILLIAM E. BAUCOM and BEVERLY J. BAUCOM, husband and wife, Grantees, of West Jordan, Salt Lake County, Utah, an easement to drill, develop and operate

a well, casing, pump and motor and the right to take sufficient water, up to five-sevenths (5/7) of that available, from said pond and to convey such water from said pond and well to their above described tract of land as is necessary for irrigation purposes, by pipe, hereby granting to WILLIAM E. BAUCOM and BEVERLY J. BAUCOM, husband and wife, Grantees, for the use and purpose of conveying such water as aforesaid, an easement on, in, over and across a strip of land of sufficient width to maintain said pipe, beginning at said pond and well and extending from there to the east boundary of the first described tract of land and from there along the said east boundary to the second described tract of land, together with sufficient land at the site of the well for a sump, if necessary, and for maintenance of said well, pump and motor.

The Grantees shall have the right to use the 25 horsepower booster pump when necessary and shall have an easement for said purpose. The Grantees shall have the further right to use five (5) or more lines of water, provided that such usage does not prevent Grantors from using two (2) lines, and the Grantors shall have the right to use up to two (2) lines of water from the system, including the well. If sufficient water is not available, the parties shall have the right to share proportionally in the water.

Subject to all the terms and conditions of this Agreement, the Grantees shall have the right to use the excess water.

This conveyance is made on the condition that the Grantees, their heirs and assigns, shall bear the costs connected with drilling said well and purchasing and installing said pump and motor.

This conveyance is made on the condition that the Grantees, their heirs and assigns, shall bear all expenses

connected with the operation of said pump and motor and keeping the same in repair and all the expenses connected with the maintenance of said well and all things accessory thereto.

This conveyance is also made on the condition that the Grantees, their heirs and assigns, shall keep and maintain the pipe in good order. Provided, however, in the event either party, or their agents, lessees or employees, damages said pipe or irrigation system, whether by negligence or not, that party shall be liable for all necessary repairs.

This conveyance is made on the further condition that the Grantees, their heirs and assigns, shall clean and maintain the pond and shall dispose of the dirt as directed by the Grantors, their heirs and assigns.

This conveyance is made on the further condition that the Grantees, their heirs and assigns, shall:

- a) pay all electricity for pumping, and
- b) pay the entire bill for excess water by March 31 of the year it is due.

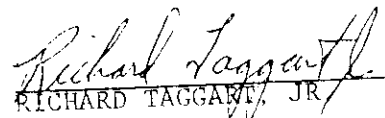
This conveyance is made on the further condition that either party, their heirs and assigns, may after three years from the date hereof, terminate this Agreement with regard to water usage only and by so doing require the Grantees, their heirs and assigns, to bury a mainline pipe from their well and along the easement hereinabove described to their property hereinabove described. If either party, their heirs and assigns, so terminated this Agreement, Grantees would have no further right to use water from the pond and Grantors would have no further right to use water from the well. The parties would be relieved of all corresponding obligations at the same time.

This conveyance is also conditioned by the requirement that the Grantees shall not at any time shut off the Grantors' electricity or interrupt the flow of irrigation water to the Grantors' property; in other words, the pumping system shall remain in operation at any time either party wants to use it.

In the event any of the conditions are breached, the Grantees will be required to immediately bury their own mainline along the easement as set forth above and terminate all use of the water from the pond, and the mainline of Grantors.

To have and to hold said right and easement to take water and conduct same on, over, through and across, the land of the Grantors, subject, however, to the above conditions unto WILLIAM E. BAUCOM and BEVERLY J. BAUCOM, husband and wife, their heirs and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands this 30th day of December, 1980.


RICHARD TAGGART, JR.


DIANE TAGGART
Grantors


WILLIAM E. BAUCOM

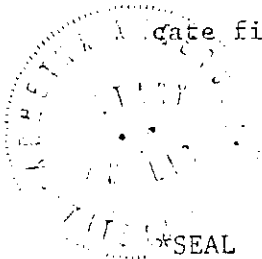

BEVERLY J. BAUCOM
Grantees

STATE OF IDAHO
County of Canyon

)
) ss.
)

On this 31st day of Dec., 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD TAGGART, JR. and DIANE TAGGART, husband and wife, known 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 affixed my official seal the day and year in this certificate first above written.

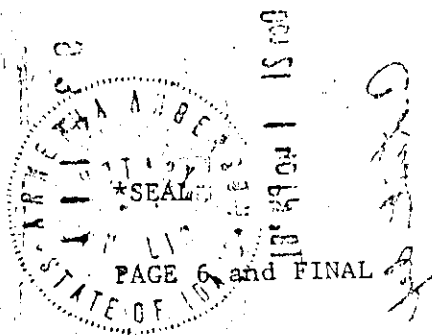


Arnetta Anderson
NOTARY PUBLIC FOR IDAHO
Residence: Nampa, Idaho

STATE OF ~~UTAH~~ Idaho)
County of ~~Salt Lake~~ Canyon) ss.

On this 30th day of Dec., 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM E. BAUCOM and BEVERLY J. BAUCOM, husband and wife, known 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 affixed my official seal the day and year in this certificate first above written.



Arnetta Anderson
NOTARY PUBLIC FOR UTAH
Residence: Nampa, Idaho

EXTENSION OF AGREEMENT

It is agreed by the undersigned that that certain well agreement entered into December 30, 1980 and recorded October 21, 1981 as instrument number 932111, records of Canyon County, Idaho, with Grantees interest assigned to MELVIN L. FARMER AND ROSEMARY T. FARMER, December 30, 1980 and recorded October 21, 1981 as instrument number 932110, records of Canyon County, Idaho is hereby extended with the following modifications: in the event either party wishes to terminate the agreement, at least one years notification will be given: in event of termination, Farmers or their successors will still be able to continue to use the pond and waste water from the pond and would still be required to clean and maintain said pond. Pond to be cleaned by April 1, if not, Taggarts may clean it and bill cost to Farmers.

*can drill a
new well*

RICHARD TAGGART JR.

DIANE TAGGART

Melvin L. Farmer
by Don Brandt

MELVIN L. FARMER BY DON BRANDT,
ATTORNEY -IN-FACT

Rosemary T. Farmer
by Don Brandt

ROSEMARY T. FARMER BY DON BRANDT,
ATTORNEY-IN-FACT

DATED _____