

Form 42-24R(12-1489)(6) July, 2009

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.

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
3-4014		☒			

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)

DOUGLAS DORSING
716 S 1ST ST. FRUITLAND ID 83619

4. New Owner/Claimant(s)

CHELSEY & ANDREA WARRINGTON
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

PO BOX 910

City, State and ZIP Code

ONTARIO OR 97914

New Telephone Number

208 452 2555

5. Date you acquired the property

5/12/05

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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 <u>3-4014</u>		
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	<u>41.5</u>	<u>20.5</u>
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)

Cheryl Wayte

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 _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____	Date _____	WR _____ Date _____

WARRANTY DEED

FOR VALUE RECEIVED, ROGER HENDON, the GRANTOR, does hereby grant, bargain, sell and convey unto CHELSEY WARRINGTON and ANDREA WARRINGTON, husband and wife, of 5325 S. Whitley Dr., Fruitland, Idaho, 83619, the GRANTEE, all of his interest in and to the following described lands and premises, located in Payette County, Idaho, to-wit:

Land in Twp. 7 N., R. 5 W., B.M., Payette County, Idaho:

In Section 17: A parcel of land in Govn't Lot 1, described as follows:

Beginning at the NE corner of said Lot 1;

thence South 1100 feet; thence West to the East boundary line of the Snake River; thence Northeasterly coincident with said East boundary to the North line of said Lot 1; thence East coincident with said North line to the Point of Beginning.

EXCEPTING THEREFROM: Land in Govn't Lot 1, Section 17, Twp. 7 N., R. 5 W., B.M., Payette County, Idaho, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 17, said point being a G.L.O. monument; thence along the East line of Section 17, North 00° 08' 04" West, a distance of 1555.78 feet, to the Northeast corner of that certain ingress-egress easement described in Memorandum of Contract, Instrument No. 255208, and Point of Beginning: thence South 89° 55' 01" West, a distance of 1807.27 feet, more or less, to a point on the 1868 G.L.O. meander line; thence along said meander line, North 08° 58' 08" East, a distance of 36.27 feet; thence North 89° 46' 21" East, a distance of 1801.54 feet, to a point on the East line of said Section 17; thence South 00° 08' 04" East, a distance of 40.36 feet, to the Point of Beginning.

FURTHER EXCEPTING THEREFROM the north 558.27 feet thereof.

TOGETHERWITH an easement for Irrigation pipe lines, ditches and maintenance thereof over and across the following lands to wit:

The South 20 feet and the West 20 feet of the East 45 feet of the following described parcel:

Land in Twp. 7 N., R. 5 W., B.M., Payette County, Idaho:

In Section 17: A parcel of land in Govn't Lot 1, described as follows:

Beginning at the NE corner of said Lot 1;

thence South 1100 feet; thence West to the East boundary line of the Snake River; thence Northeasterly coincident with said East boundary to the North line of said Lot 1; thence East coincident with said North line to the Point of Beginning.

EXCEPTING THEREFROM: Land in Govn't Lot 1, Section 17, Twp. 7 N., R. 5 W., B.M., Payette County, Idaho, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 17, said point being a G.L.O. monument; thence along the East line of Section 17, North 00° 08' 04" West, a distance of 1555.78 feet, to the Northeast corner of that certain ingress-egress easement described in Memorandum of Contract, Instrument No. 255208, and Point of Beginning: thence South 89° 55' 01" West, a distance of 1807.27 feet, more or less, to a point on the 1868 G.L.O. meander line; thence along said meander line, North 08° 58' 08" East, a distance of 36.27 feet; thence North 89° 46' 21" East, a distance of 1801.54 feet, to a point on the East line of said Section 17; thence South 00° 08' 04" East, a distance of 40.36 feet, to the Point of Beginning.

Together with any and all water, water rights, ditches, ditch rights, pipe lines, pipe line rights, minerals, mineral leases and any and all irrigation rights appurtenant to said lands or in anywise connected therewith.

Subject to all valid outstanding reservations, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record.

Subject to the Declarations Establishing Covenants, Conditions and Restrictions of HENDON AND WARRINGTON being established and recorded for this property.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever, and the said Grantor does hereby covenant to and with the said Grantee, that he/she/they is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, except as set forth hereinabove and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: The 28th day of June, 2006

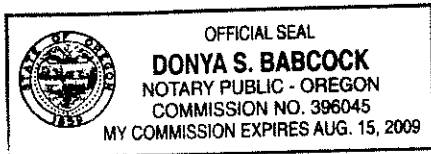
GRANTORS:

By: Roger Hendon
ROGER HENDON

STATE OF Oregon)
COUNTY OF Malheur) ss

On this 23rd day of June, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Roger Hendon, known to me to be the person(s) whose name(s) (is)(are) subscribed to the foregoing Warranty Deed, and acknowledged to me that (he)(she)(they) executed the same.

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



Donya S. Babcock
Notary Public for
Residing at: Malheur Co. Oregon
My Comm. Expires: Aug 15, 2009

AFTER RECORDING, MAIL TO:
Chelsey Warrington & Andrea Warrington
5325 S. Whitley Dr.
Fruitland, Idaho, 83619