

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

Notice of Change in Water Right Ownership

JUL 18 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
36-16593	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Curt Kanesater
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Jack L. and Elna Marsh
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- PO Box 281756 Lamoille NV 89828
Mailing address City State ZIP
- 775-340-4257 Jackelna@wirelessbeehive.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: 7-16-13
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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.

8. Signature: [Signature] Title, if applicable Date
- Signature: Elna Marsh Title, if applicable Date
- Signature of new owner/claimant Signature of new owner/claimant

For IDWR Office Use Only:

Received by AM Date 7-18-2013 Receipt No. S033393 Receipt Amt. \$25-

Approved by _____ Processed by _____ Date _____

WARRANTY DEED

#GG-12254

For Value Received

Curt Kaneaster, a married man

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Jack L. Marsh and Elna M. Marsh, husband and wife as community property with rights of survivorship

Address: PO Box 281756, Lamoille, NV 89828

Hereinafter called the Grantee, the following described premises situated in Gooding County, Idaho, to-wit:

**TOWNSHIP 7 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 27: A parcel of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Commencing at the N $\frac{1}{4}$ corner of said Section 27 from which the Northwest corner of said Section 27 bears North 89°37'45" West - 2617.26 feet; Thence North 89°37'45" West along the North boundary of the NW $\frac{1}{4}$ of said Section 27 for a distance of 974.62 feet to the TRUE POINT OF BEGINNING;
Thence South 00°02'03" East parallel with the East boundary of the NW $\frac{1}{4}$ of said Section 27 for a distance of 799.15 feet;
Thence North 87°02'25" West for a distance of 328.12 feet to a point on the West boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 27;
Thence North 00°29'49" West along the West boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 27 for a distance of 784.40 feet to a point on the North boundary of the NW $\frac{1}{4}$ of said Section 27;
Thence South 89°37'45" East along the North boundary of the NW $\frac{1}{4}$ of said section 27 for a distance of 334.02 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to water right #36-16593 from the Idaho Department of Water Resources.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2013 and subsequent years.

Assessments levied or to be levied by the EM Bell Ditch Management.

Reservation of all mineral rights as set forth in Warranty Deed dated October 4, 2004 by and between Paul Orland Peterson Grantor and Curt Kaneaster and Dixie Kaneaster, husband and wife, recorded November 15, 2004 as Instrument Number 208682, records of Gooding County, Idaho.

Access and maintenance to a 15.0 foot wide easement for an irrigation pipeline and system as disclosed in Warranty Deed by and between Curt Kaneaster and Dixie Kaneaster, husband and wife and Rolland W. Morey and Patricia L. Morey, husband and wife dated August 24, 2005 and recorded August 30, 2005 as Instrument Number 212736, records of Gooding County, Idaho.

Instrument # 245491

GOODING, GOODING, IDAHO

7-16-2013 04:05:35 No. of Pages: 2

Recorded for : LAND TITLE AND ESCROW

DENISE M. GILL Fee: 13.00

Ex-Officio Recorder Deputy

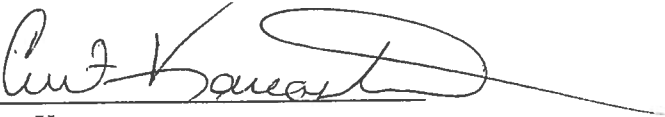


Page 2 of Warranty Deed

Terms and provisions contained in Irrigation Easement, by and between James R. Bartholome, a single man and Curt Kaneaster, a married man, dated May 2, 2013 and recorded May 2, 2013 at Instrument Number 244638, records of Gooding County, Idaho.

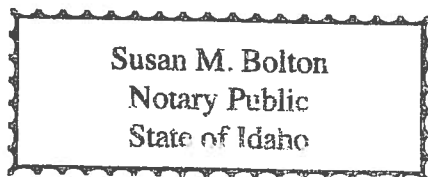
TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

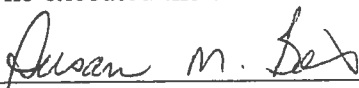
Dated: July 16, 2013


Curt Kaneaster

STATE OF IDAHO)
) ss.
COUNTY OF GOODING)

On this 16th day of **July, 2013**, before me, the undersigned, a Notary Public in and for said State, personally appeared **Curt Kaneaster**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.




Notary Public
Residing at: Gooding, ID
My Commission expires: 10-16-2016