

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JUL 15 2021

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP
Department of Water Resources
Eastern 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. 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. **DE✓**

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
✓ 13-2162 OK	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: Leon Nuffer

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): G. Wesley Beutler & West Valley Farms LLC

New owner(s) as listed on the conveyance document

Name connector ☐ and ☒ or

BIZN 4200W
Mailing address

WEAVER IDAHO 83286
City State Zip

208-851-3569
Telephone

gwbeut@gmail.com
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: JUNE 25TH 1996

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
- o 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):

- o \$25 per *undivided* water right.
- o \$100 per *split* water right.
- o 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: G. Wesley Beutler Manager 7/07/2021
Signature of new owner/claimant Title, if applicable Date

G. WESLEY BEUTLER
Print name

- Signature: Roxane Beutler Manager 7/07/2021
Signature of new owner/claimant Title, if applicable Date

Roxane Beutler
Print name

Received by JS Date 7/15/2021 For IDWR Office Use Only: \$25 - for this app Receipt No. E047176 Receipt Amt. \$175.-

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 JS Processed by JS Date 2/11/2022

18-15-39, ARB 4.1 S $\frac{1}{2}$ SE
19-15-39, ARB 1.2, N $\frac{1}{2}$ NE
13-15-38, ARB 4.1 S $\frac{1}{2}$

197015 1-5

8673

WARRANTY DEED

THIS INDENTURE is made this 25th day of June, 1996, by LEON GAMBLE NUFFER, a single man, the "Grantor", and G. WESLEY BEUTLER and ROXANE BEUTLER, husband and wife, whose mailing address is 812 North 4200 West, Weston, Idaho 83286, the "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's successors and assigns forever, all of the following described property in the County of Franklin, State of Idaho, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

ALSO, TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

Recorded at the request of

Pratt Land Title

12:50
a.m. SEP 10 1996' p.m.

V. ELLIOTT LARSEN, RECORDER
By Ruth K. Rawlins Deputy
FRANKLIN COUNTY, IDAHO

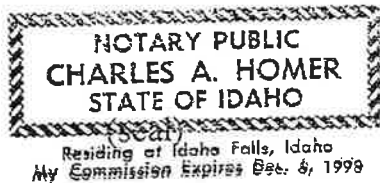
Leon Gamble Nuffer
Leon Gamble Nuffer, Grantor

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STATE OF IDAHO)
)ss.
County of Bonneville)

On the this 2nd day of July, 1996, before me, the undersigned, a notary public, in and for said State, personally appeared **LEON GAMBLE NUFFER**, 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.

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



Charles A. Homer
Notary Public for Idaho
Residing at Idaho Falls Idaho
My Commission Expires: 12/6/98

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Exhibit "A"
to Warranty Deed

Township 15 South, Range 38 East of the Boise Meridian, Franklin County, Idaho.

Section 13: E½ of the Southeast Quarter.

ALSO, Commencing at a point located 120 feet North 0 degrees 45' East of the Southwest corner of the Northeast quarter of the Southwest quarter of Section 13, thence North 70 degrees 30' East 180 feet; thence North 52 degrees 18' East 460 feet; thence North 44 degrees 58' East 288 feet; thence North 83 degrees 13' East 200 feet; thence South 55 degrees 1' East 175 feet; thence North 62 degrees 24' East 225 feet; thence South 88 degrees 16' East 400 feet; thence South 45 degrees 36' East 270 feet; thence South 77 degrees 36' East 200 feet; thence South 20 degrees 16' East 125 feet; thence South 51 degrees 24' West 155 feet; thence South 3 degrees 4' West 248.7 feet, more or less, to the South boundary of the Northwest quarter of the Southeast quarter of Section 13; thence East 631 feet, more or less, to the southeast corner of the Northwest quarter of the Southeast quarter of Section 13; thence North 1330 feet; thence West 2223 feet; thence South 48 degrees 22' East 420 feet; thence South 29 degrees West 422 feet; thence South 57 degrees West 644 feet; thence South 0 degrees 45' West 109.8 feet to the place of beginning.

Section 18: S½SE¼.

Section 19: N½NE¼. EXCEPTING THEREFROM the following described property to-wit: Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 19, and running thence North 358 feet; thence West 292 feet to the East bank of the West Cache Canal; thence in a Southwesterly direction along the East bank of the said canal 476 feet; thence East 500 feet to the place of beginning.

Excepting and reserving, however, a right-of-way for any and all public roads now existing upon, or in use across said premises.

ALSO EXCEPTING THEREFROM those portions deeded to West Cache Canal Company in Book 4 of Deeds, page 266, recorded December 14, 1900, records of Franklin County, Idaho.

ALSO LESS AND EXCEPTING Part of the SE ¼ of Section 13, Township 15 South, Range 38 East, of the Boise Baseline and Meridian more particularly described as:

Beginning at a point S89°26'54"W 1403.04 feet along the ¼ section line from the East ¼ corner of Section 13, Township 15 South, Range 38 East of the Boise Baseline and Meridian and running thence S00°28'16"E 650.80 feet to the edge of a draw; thence along said draw N59°19'29"W 55.76 feet; thence S76°16'45"W 139.82 feet; thence N65°17'24"W 332.96 feet; thence N09°14'58"W 233.20 feet; thence N82°22'35"W 93.63 feet; thence N51°11'07"W 422.24 feet to the ¼ section line; thence along said section line N89°26'54"E 940.24 feet to the point of beginning, containing 8.63 acres.

Together with all water and water rights appurtenant thereto including 40 shares of stock issued by Twin Lakes Canal Company.

Also together with sufficient irrigation pipe necessary to irrigate the above described property including 7 wheel lines, hand lines, solid set irrigation lines, pumps and other irrigation equipment now located on the above described property and used to irrigate the above described property.

SUBJECT TO THE FOLLOWING:

1. All existing easements or claims of easements, patent reservations, rights-of-way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.
2. Right, title and interest of the public in and to those portions of above described premises falling within the bounds of roads or highways.
3. Easement to Utah Power and Light Company recorded July 17, 1953, in Book 15 of Miscellaneous, page 631, records of Franklin County, Idaho. Being a perpetual easement and right-of-way for the erection and continued maintenance, repair, alteration, replacement of the electric transmission, distribution, telephone and telegraph circuits and one guy anchor, two poles with the necessary attachments.

4. Easement to Utah Power and Light Company recorded December 2, 1915, in Book 9 of Deeds, page 430 records of Franklin County, Idaho. Being an easement with the right to place, erect, relocate and operate thereon poles, towers, crossarms and fixtures, 8 towers with the necessary attachments.
5. Transmission Line Easement to Utah Power and Light Company recorded August 23, 1917, Book 3 of Miscellaneous, page 440, records of Franklin County, Idaho. Being a perpetual easement and right-of-way for erection and continued maintenance, repair, alteration, replacement of the electric transmission, distribution, telephone and telegraph circuits and five towers with the necessary attachments.

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18-15-39, ARB 4.1, S $\frac{1}{2}$ SE
 19-15-39, ARB 1.2, N $\frac{1}{2}$ NE
 13-15-38, ARB 4.1, S $\frac{1}{2}$

197017 1-8

a.m. SEP 10 1996 p.m.

8673

WATER USAGE AGREEMENT

V. ELLIOTT LARSEN, RECORDER
 By Ruth K. Rawlings Deputy
 FRANKLIN COUNTY, IDAHO

THIS AGREEMENT is made and entered into as of the 26 day of June, 1996, by and between **LEON GAMBLE NUFFER**, a single man ("Nuffer") and **G. WESLEY BEUTLER and ROXANE BEUTLER**, husband and wife ("Beutler").

RECITALS:

A. Nuffer is now the owner of the property described on Exhibit "B" attached hereto (the "Nuffer Property").

B. Beutler is now the owner of the property described on Exhibit "A" attached hereto which Beutler has purchased from Nuffer (the "Beutler Property").

C. The Nuffer Property and the Beutler Property are now irrigated through an irrigation system which jointly provides irrigation water to both the Nuffer Property and the Beutler Property. The Nuffer Property is irrigated by means of a "lower pump" which pumps water from Five Mile Creek to a "booster pump". The booster pump then pumps water into a water line which transports water from the booster pump to the Nuffer Property. The parties now desire to grant unto each other ownership rights in the above described water system and easements in accordance with the terms and conditions of this Agreement.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Nuffer shall own an undivided four percent (4%) interest and Beutler shall own an undivided ninety-six percent (96%) interest in the lower pump and the portion of the irrigation system which transports water to the booster pump. Nuffer shall own an undivided ten percent (10%) interest in the booster pump and Beutler shall own an undivided ninety percent (90%) interest in the booster pump. Nuffer shall own a one hundred percent (100%) interest in the pipe line running from the booster pump to the Nuffer Property. All other portions of the water system referred to herein which are not used jointly to provide irrigation water to the Nuffer Property and the Beutler Property shall be owned one hundred percent (100%) by Beutler. Nuffer shall be responsible to pay four percent (4%) and Beutler shall be responsible to pay ninety-six percent (96%) of: (i) the electric power cost to operate the lower pump and (ii) the cost to maintain the lower pump and the portion of the irrigation system which transports irrigation water to the booster pump. Nuffer shall be responsible to pay ten percent (10%) and Beutler shall be responsible to pay ninety percent (90%) of (i)

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the electric power cost to operate the booster pump and (ii) the cost to maintain and repair the booster pump. Nuffer shall be responsible to pay one hundred percent (100%) of the cost to maintain and repair the water line which transports water from the booster pump to the Nuffer Property. Beutler shall have the primary responsibility to repair and maintain the portion of the water system which is jointly used and owned by the parties herein and Nuffer shall reimburse Beutler the appropriate pro rata portion of the reasonable cost and/or value of such repairs and maintenance provided by Beutler. In the event Beutler shall fail to properly repair and maintain such portion of the water system, then Nuffer, at Nuffer's option, may repair and maintain the water system and in such event Beutler shall reimburse Nuffer the appropriate pro rata reasonable cost and/or value of such repairs and maintenance provided by Nuffer. Notwithstanding anything herein to the contrary, each party shall be responsible for one hundred percent (100%) of the cost of any repairs required because of the fault or neglect of any such party or such party's agents. In addition, any party who fails to pay his reasonable pro rata portion of the power cost and maintenance and repair cost for the water system shall be denied the right to use the water system until such costs are properly paid.

2. After the end of the 1996 irrigation system and prior to the commencement of the 1997 irrigation system, Nuffer agrees at Nuffer's own cost and expense to install a water meter on the water line which transports water from the booster pump to the Nuffer Property so that it is possible to measure the amount of water transported through the water system to the Nuffer Property. Provided, however, the parties agree that such water meter shall not be used to prevent Nuffer from continuing with the historical water usage on the Property. Nuffer shall be entitled to adequate water pressure and volume at reasonable times to irrigate the Nuffer Property.

3. Beutler hereby grants, sets over and transfers to Nuffer a perpetual easement over and across the Beutler Property to the extent required to reasonably have access to and maintain the portion of the water system which is jointly owned, used and maintained by Nuffer and Beutler.

4. The parties shall reasonably cooperate with each other in the joint usage of the water system so as to cause the least amount of interference to each other in the usage of the water system and in order to provide the maximum benefit possible to each other in the usage of the water system. It is understood and agreed that the parties will need to jointly cooperate in regard to the time for the usage of the water system in order to coordinate the times in which the lower pump and booster pump are used to pump water and the times in which the water lines are pressurized.

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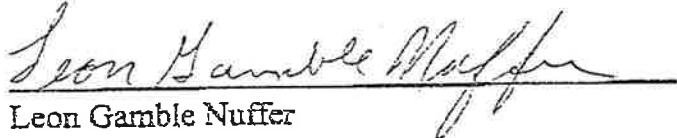
5. Any charge assessed against a party to this Agreement for costs incurred in connection with the water system not paid within thirty (30) days from the date of such assessment shall bear interest at the rate of twelve percent (12%) per annum until paid.

6. The interest of the parties in the water system set forth herein and the easement described herein shall be appurtenant to and perpetual covenants running with the Nuffer Property and the Beutler Property.

7. This Agreement shall extend to and be binding upon the heirs, personal representatives, assigns and successors in interest to the respective parties hereto.

8. Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all cost and expense, including but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.


Leon Gamble Nuffer


G. Wesley Beutler


Roxane Beutler

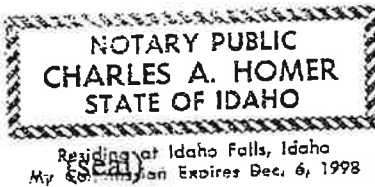
STATE OF IDAHO)
)ss.
County of Bonneville)

On the 21 day of ^{July} June, 1996, before me, the undersigned, a notary public in and for said State, personally appeared Leon Gamble Nuffer, known or identified to me to be the

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person whose name is subscribed to the within instrument and acknowledged to me that he 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.



Charles A. Homer
 Notary Public for Idaho
 Residing at Idaho Falls, Idaho
 My Commission Expires: 12/6/98

STATE OF IDAHO)
)ss.
 County of Franklin)

On the 26 day of June, 1996, before me, the undersigned, a notary public in and for said State, personally appeared G. Wesley Beutler and Roxane Beutler, husband and wife, 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.

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



Elva K. Atkinson
 Notary Public for Idaho
 Residing at Dayton, Idaho
 My Commission Expires: 11-9-99

Exhibit "A"
to Water Usage Agreement

Township 15 South, Range 38 East of the Boise Meridian, Franklin County, Idaho.

Section 13: E $\frac{1}{2}$ of the Southeast Quarter.

ALSO, Commencing at a point located 120 feet North 0 degrees 45' East of the Southwest corner of the Northeast quarter of the Southwest quarter of Section 13, thence North 70 degrees 30' East 180 feet; thence North 52 degrees 18' East 460 feet; thence North 44 degrees 58' East 288 feet; thence North 83 degrees 13' East 200 feet; thence South 55 degrees 1' East 175 feet; thence North 62 degrees 24' East 225 feet; thence South 88 degrees 16' East 400 feet; thence South 45 degrees 36' East 270 feet; thence South 77 degrees 36' East 200 feet; thence South 20 degrees 16' East 125 feet; thence South 51 degrees 24' West 155 feet; thence South 3 degrees 4' West 248.7 feet, more or less, to the South boundary of the Northwest quarter of the Southeast quarter of Section 13; thence East 631 feet, more or less, to the southeast corner of the Northwest quarter of the Southeast quarter of Section 13; thence North 1330 feet; thence West 2223 feet; thence South 48 degrees 22' East 420 feet; thence South 29 degrees West 422 feet; thence South 57 degrees West 644 feet; thence South 0 degrees 45' West 109.8 feet to the place of beginning.

Section 18: S $\frac{1}{2}$ SE $\frac{1}{4}$.

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$. EXCEPTING THEREFROM the following described property to-wit: Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 19, and running thence North 358 feet; thence West 292 feet to the East bank of the West Cache Canal; thence in a Southwesterly direction along the East bank of the said canal 476 feet; thence East 500 feet to the place of beginning.

Excepting and reserving, however, a right-of-way for any and all public roads now existing upon, or in use across said premises.

ALSO EXCEPTING THEREFROM those portions deeded to West Cache Canal Company in Book 4 of Deeds, page 266, recorded December 14, 1900, records of Franklin County, Idaho.

ALSO LESS AND EXCEPTING Part of the SE $\frac{1}{4}$ of Section 13, Township 15 South, Range 38 East, of the Boise Baseline and Meridian more particularly described as:

Beginning at a point S89°26'54"W 1403.04 feet along the $\frac{1}{4}$ section line from the East $\frac{1}{4}$ corner of Section 13, Township 15 South, Range 38 East of the Boise Baseline and Meridian and running thence S00°28'16"E 650.80 feet to the edge of a draw; thence along said draw N59°19'29"W 55.76 feet; thence S76°16'45"W 139.82 feet; thence N65°17'24"W 332.96 feet; thence N09°14'58"W 233.20 feet; thence N82°22'35"W 93.63 feet; thence N51°11'07"W 422.24 feet to the $\frac{1}{4}$ section line; thence along said section line N89°26'54"E 940.24 feet to the point of beginning, containing 8.63 acres.

Together with all water and water rights appurtenant thereto including 40 shares of stock issued by Twin Lakes Canal Company.

Also together with sufficient irrigation pipe necessary to irrigate the above described property including 7 wheel lines, hand lines, solid set irrigation lines, pumps and other irrigation equipment now located on the above described property and used to irrigate the above described property.

SUBJECT TO THE FOLLOWING:

1. All existing easements or claims of easements, patent reservations, rights-of-way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.
2. Right, title and interest of the public in and to those portions of above described premises falling within the bounds of roads or highways.
3. Easement to Utah Power and Light Company recorded July 17, 1953, in Book 15 of Miscellaneous, page 631, records of Franklin County, Idaho. Being a perpetual easement and right-of-way for the erection and continued maintenance, repair, alteration, replacement of the electric transmission, distribution, telephone and telegraph circuits and one guy anchor, two poles with the necessary attachments.

4. Easement to Utah Power and Light Company recorded December 2, 1915, in Book 9 of Deeds, page 430 records of Franklin County, Idaho. Being an easement with the right to place, erect, relocate and operate thereon poles, towers, crossarms and fixtures, 8 towers with the necessary attachments.
5. Transmission Line Easement to Utah Power and Light Company recorded August 23, 1917, Book 3 of Miscellaneous, page 440, records of Franklin County, Idaho. Being a perpetual easement and right-of-way for erection and continued maintenance, repair, alteration, replacement of the electric transmission, distribution, telephone and telegraph circuits and five towers with the necessary attachments.

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Exhibit "B"
to Water Usage Agreement

Part of the SE ¼ of Section 13, Township 15 South, Range 38 East, of the Boise Baseline and Meridian more particularly described as:

Beginning at a point S89°26'54"W 1403.04 feet along the ¼ section line from the East ¼ corner of Section 13, Township 15 South, Range 38 East of the Boise Baseline and Meridian and running thence S00°28'16"E 650.80 feet to the edge of a draw; thence along said draw N59°19'29"W 55.76 feet; thence S76°16'45"W 139.82 feet; thence N65°17'24"W 332.96 feet; thence N09°14'58"W 233.20 feet; thence N82°22'35"W 93.63 feet; thence N51°11'07"W 422.24 feet to the ¼ section line; thence along said section line N89°26'54"E 940.24 feet to the point of beginning, containing 8.63 acres. Such property shall include all water and water rights appurtenant thereto.

242842 1-3

Recorded at the request of

Steve Fuller

____ a.m. SEP 11 2008 p.m. 3:29

V. ELLIOTT LARSEN, RECORDER

By C. Lamm Deputy

FRANKLIN COUNTY IDAHO

270936-PR

PERSONAL REPRESENTATIVE'S DEED

THIS DEED made this 11th day of September, 2008, between **RUTH A. LOPEZ**, as Personal Representative of the Estate of Leon Nuffer, deceased, hereinafter called "Grantor" and **G. WESLEY BEUTLER and ROXANE BEUTLER**, husband and wife, hereinafter called "Grantees", whose address is 812 North 4200 West, Weston, ID 83286.

WHEREAS, RUTH A. LOPEZ is the duly appointed and acting Personal Representative of the Estate of Leon Nuffer, deceased, having been appointed in Case No. CV-2007-208 by the Magistrate Court of the Sixth Judicial District in Franklin County, Idaho on the 23rd day of May, 2007; and,

NOW, THEREFORE, WITNESSETH, that the said Grantor, for valuable consideration, and for the purpose of distributing certain real property from the Estate of Leon Nuffer, deceased, do by these presents hereby distribute, bargain, sell, convey, and confirm unto the said Grantees and their heirs and assigns forever, the above described interest in that certain parcel of land, situate, lying and being in Franklin County, State of Idaho, as follows:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders rents, issues and profits thereof;

TO HAVE AND TO HOLD, all and singular the said premises together with the appurtenances unto the Grantees, their heirs and assigns forever.

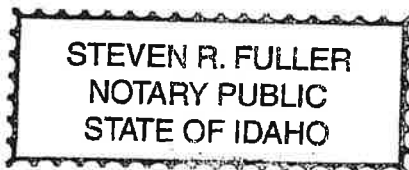
IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal the day and year first above written.

ESTATE OF LEON NUFFER

By: *Ruth A. Lopez*
 RUTH A. LOPEZ
 Personal Representative

STATE OF IDAHO)
) ss.
 County of Franklin)

On this 11th day of September, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **RUTH A. LOPEZ**, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Leon Nuffer and acknowledged to me that she executed the same as Personal Representative of the Estate of Leon Nuffer.



Steven R. Fuller
 NOTARY PUBLIC for State of Idaho
 Residing at: Preston, Idaho
 Comm. Expires: 1/21/11

EXHIBIT "A"

242842 3-3

Part of the SE1/4 of Section 13, Township 15 South, Range 38 East, of the Boise Baseline and Meridian, Franklin County, Idaho more particularly described as follows:

Beginning at a point South 89°26'54" West 1403.04 feet along the 1/4 section line from the East 1/4 corner of Section 13, Township 15 South, Range 38 East of the Boise Baseline and Meridian and running thence South 00°28'16" East 650.80 feet to the edge of a draw; thence along said draw North 59°19'29" West 55.76 feet; thence South 76°16'45" West 139.82 feet; thence North 65°17'24" West 332.96 feet; thence North 09°14'58" West 233.20 feet; thence North 82°22'35" West 93.63 feet; thence North 51°11'07" West 422.24 feet to the 1/4 section line; thence along said section line North 89°26'54" East 940.24 feet to the point of beginning, containing 8.63 acres.

TOGETHER WITH ALL WATER RIGHTS APPURTENANT OR APPERTAINING THERETO. ALSO TOGETHER WITH ONE CULINARY WATER CONNECTION WITH THE CITY OF DAYTON, ID.

EXCEPTING THEREFROM: Commencing at a point South 89°26'54" West 1403.04 feet along the 1/4 section line from the East 1/4 corner of Section 13, Township 15 South, Range 38 East of the Boise Baseline and Meridian and running thence South 00°28'16" East 190 feet; thence South 89°26'54" West 140 feet, thence North 00°28'16" West 190 feet, thence North 89°26'54" East 140 feet to the point of beginning.



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

February 11, 2022

G WESLEY BEUTLER
ROXANE BEUTLER
812 N 4200 W

Re: Change in Ownership for Water Right No(s): 13-2162

Dear Water Right Holder(s):

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

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) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 11