

RECEIVED

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. **DEV**

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
✓ 13-2160 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: Fred 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 WESTON IDAHO 83286
Mailing address City State Zip
208-851-3569 gwbeutler@gmail.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: JUNE 25TH 2004
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
Print name G. Wesley Beutler
- Signature: Roxane Beutler Manager 7/07/2021
Signature of new owner/claimant Title, if applicable Date
Print name Roxane Beutler

Received by JB Date 7/15/2021 For IDWR Office Use Only: Receipt No. 2047176 Receipt Amt. \$25.- for this app
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 JB Approved by JB Processed by JB Date 2/11/2022

IDWR offices are open to the public and following the CDC guidelines for wearing masks and observing social distancing. For in-person visits, we encourage you to call ahead for an appointment.

WATER RIGHT REPORT

6/29/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 13-2168

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	C FRED NUFFER DAYTON, ID

Priority Date: 01/05/1953

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
FIVEMILE CREEK	BEAR RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	/	/	0.7 CFS	
Total Diversion			0.7 CFS	

Location of Point(s) of Diversion:

FIVEMILE CREEK | NESW | Sec. 13 | Township 15S | Range 38E | FRANKLIN County

Place(s) of use:

Place of Use Legal Description: IRRIGATION FRANKLIN County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
15S	39E	18		SWSW	40		SESW	10						
		19		NWNW	14									

Total Acres: 64

Dates:

Licensed Date: 03/23/1979

Decreed Date:

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 11

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

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WATER RIGHT REPORT

6/29/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 13-2204

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	C FRED NUFFER DAYTON, ID 83232

Priority Date: 12/08/1959

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
FIVEMILE CREEK	BEAR RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	/	/	2 CFS	
Total Diversion			2 CFS	

Location of Point(s) of Diversion:

FIVEMILE CREEK | NWNW | Sec. 19 | Township 15S | Range 39E | FRANKLIN County

Place(s) of use:

Place of Use Legal Description: IRRIGATION FRANKLIN County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
15S	39E	18		SWSW	35		SESW	40						
		19		NENW	40		NWNW	15						

Total Acres: 130

Dates:

Licensed Date: 08/22/1962

Decreed Date:

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 11

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

NTF-2602
G. WESLEY BEUTLER
812 NORTH 4200 WEST
WESTON, ID 83286

226637

Recorded at the request of

NORTHERN TITLE

10:30

a.m. JUN 28 2004 p.m.

V. ELLIOTT LARSEN, RECORDER
By Camille Jase Deputy
FRANKLIN COUNTY, IDAHO

WARRANTY DEED

ROBERT W. GUNNELL AND LINDA S. GUNNELL, Grantor(s) of WESTON, County of FRANKLIN, State of ID, hereby **CONVEY AND WARRANT** to G. WESLEY BEUTLER AND ROXANE BEUTLER, HUSBAND AND WIFE AS JOINT TENANTS, Grantee(s) of WESTON, County of FRANKLIN, State of ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in FRANKLIN County, State of Idaho:

TOWNSHIP 15 SOUTH RANGE 39 EAST OF THE BOISE MERIDIAN

SECTION 18: LOT 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 19: LOT 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$

TOGETHER WITH 30 SHARES OF THE CAPITOL STOCK OF TWIN LAKES CANAL COMPANY AND A WATER RIGHT OF 2.0 CFS AS EVIDENCED BY WATER LICENSE NO. 13-2204 ON FILE WITH THE IDAHO DEPARTMENT OF WATER RESOURCES.

Subject to easements, restrictions and rights of way of record, and taxes for the year 2004 and thereafter.

Witness, the hand(s) of said Grantor(s), this June 25, 2004.

Robert W. Gunnell
ROBERT W. GUNNELL
Linda S. Gunnell
LINDA S. GUNNELL

State of Idaho)
County of Franklin)

On June 25, 2004, personally appeared before me ROBERT W. GUNNELL AND LINDA S. GUNNELL the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Residing:

Expires: 6/19/06



Jay J. Davis
Notary Public

REAL ESTATE MORTGAGE

—a.m. JUN 4 1991 3:15 p.m.

LARA E. JOHNSON, RECORDER

By *H. Johnson* Deputy
FRANKLIN COUNTY, IDAHO

FOR VALUE RECEIVED

ROBERT W. GUNNELL and LINDA S. GUNNELL

the Mortgagors, do hereby grant, bargain, sell and convey unto

DENZIL COLEMAN and ELAINE E. COLEMAN
866 North 3200 West
Weston, ID 83286the Mortgagees, the following described premises, in Franklin County, Idaho,
to wit:Township 15 South, Range 39 East of the Boise Meridian, Franklin County,
IdahoSection 18: Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 19: Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$ TOGETHER with 30 shares of the Capital Stock of Twin Lakes
Canal Company and a water right of 2.0 CFS as evidenced
by Water License No. 13-2204 on file with the Idaho
Department of Water Resources.TO HAVE AND TO HOLD the said premises, with their appurtenances unto
the said mortgagees, their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of ONE HUNDRED SEVEN THOUSAND SIX HUNDRED TWENTY-SEVEN AND 88/100 DOLLARS (\$107,627.88) with interest, in accordance with the terms of a promissory note of even date herewith, payable to the order of the mortgagees, with final payment due June 3, 2001, and providing for acceleration of the due date of the principal for default in the payment of interest or any installment or principal, and providing for a reasonable attorney's fee in case of suit or action.

The mortgagors covenant and agree with the mortgagees as follows: That they are the owners in fee simple of the above-described premises and that they are free from all encumbrances except an existing mortgage in favor of Federal Land Bank of Spokane recorded August 29, 1978, as Microfilm Instrument No. 147317 which mortgagors have agreed to assume and pay. Any default in the payment of the mortgage to Federal Land Bank shall be considered a default under the terms of this mortgage as well, with all attendant remedies.

That they will pay the indebtedness hereby secured promptly, according to the terms of said promissory note. That they will pay all taxes liens and assessments of any nature hereafter levied or imposed, or becoming payable, upon said premises not later than the twentieth day before delinquency. That they will keep the buildings on said premises insured

against loss or damage by fire, by some insurance company acceptable to the mortgagees with loss, if any payable to the mortgagees as interest may appear, in the sum of at least \$82,000.00, and deliver such policy or policies of insurance to the mortgagees, until the sums secured by this mortgage are fully paid with interest.

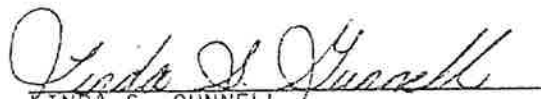
If the mortgagor shall fail to pay any such tax or lien, or fail to maintain such insurance, the mortgagees may pay the same or procure said insurance, and pay the costs thereof, and all payments by the mortgagees for any such purpose shall be added to the indebtedness hereby secured, and shall be repayable upon demand, with interest at the rate of eight (8) percent per annum until paid.

For the purpose of further securing said indebtedness and performance of the covenants herein contained, the mortgagors hereby sell and assign to the mortgagees any and all rentals accruing, or to accrue on said premises, during the life of this mortgage.

Now, if the mortgagors shall pay or cause to be paid all moneys which may become due upon said promissory note and shall otherwise comply with the terms and conditions hereof, this conveyance shall be void; and in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal or interest, or in any of the covenants or agreements herein contained, then the mortgagees their heirs or assigns, at their option, may declare the entire indebtedness hereby secured immediately due and payable, and foreclose this mortgage and cause said mortgaged premises to be sold in the manner provided by law, and out of the moneys arising from such sale retain principal and interest together with any sums advanced as provided herein, with interest as aforesaid, together with the costs and charges of such foreclosure suit and sale, including such sum as the court may adjudge reasonable as an attorney's fee to be allowed the Plaintiff, and the overplus, if any there be, pay over to the mortgagors, their heirs and assigns.

DATED: June 3, 1991


ROBERT W. GUNNELL


LINDA S. GUNNELL

STATE OF IDAHO

County of Franklin

On this 3rd day of ^{June}~~May~~, 1991, before me the undersigned, a Notary Public in and for said State, personally appeared ROBERT W. GUNNELL and LINDA S. GUNNELL, 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.



Steven R. Fuller
NOTARY PUBLIC for State of Idaho
Residing at: Preston, ID
Comm. Expires: 2/19/93

183800 . 1-3

Recorded at the request of

WARRANTY DEED

— a.m. JUN 4 1991 3¹⁰ p.m.

LARAE E. JOHNSON, RECORDER

By [Signature] Deputy
FRANKLIN COUNTY, IDAHO

FOR VALUE RECEIVED,
DENZIL COLEMAN and ELAINE E. COLEMAN, husband and wife,
the Grantors, do hereby grant, bargain, sell and convey unto
ROBERT W. GUNNELL and LINDA S. GUNNELL,
whose current address is

866 North 3200 West
Weston, ID 83286

the Grantee, the following described premises, in Franklin County, Idaho, to
wit:

Township 15 South Range 39 East of the Boise Meridian

Section 18: Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 19: Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$

TOGETHER with 30 shares of the Capitol Stock of Twin Lakes
Canal Company and a water right of 2.0 CFS as evidenced by
Water License No. 13-2204 on file with the Idaho Department
of Water Resources.

SUBJECT TO that certain Mortgage in favor of Federal Land
Bank of Spokane recorded August 29, 1978, as Microfilm
Instrument No. 147317 in the records of Franklin
County, Idaho, which Grantee shall assume and pay.

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 they are free from all encumbrances and
that they will warrant and defend the same from all lawful claims
whatsoever.

DATED: June 3, 1991

[Signature]
DENZIL COLEMAN

[Signature]
ELAINE E. COLEMAN

STATE OF IDAHO

County of Franklin

On this 3rd day of June, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared DENZIL COLEMAN and ELAINE E. COLEMAN, 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.

Steven R. Fuller
NOTARY PUBLIC for State of Idaho
Residing at: Preston, ID
Comm. Expires: 2/19/93



THIS INDENTURE, made this 6th day of December
in the year of our Lord one thousand nine hundred and Sixty-one between
Charles F. Nuffer and his wife Ruth G. Nuffer

of Preston County of Franklin
State of Idaho the part ies of the first part, and
Denzil L. Coleman and his wife Elaine L. Coleman,

of Smithfield County of Cache
State of Utah the part ies of the second part.

WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of
\$1.00 and other good and valuable considerations
lawful money of the United States of America, to them in hand paid by the said part ies of the second
part, the receipt whereof is hereby acknowledged, ha VE granted, bargained and sold, and by these presents do
grant, bargain, sell, convey and confirm unto the said part ies of the second part, and to their heirs and
assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

Township 15 South, Range 39 East, Boise Meridian
Section 18: Lot 4, SE 1/4 SW 1/4
Section 19: Lot 1, NE 1/4 NW 1/4

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any-
wise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and
all estate, right, title and interest in and to said property, as well in law as in equity, of the said part ies
of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the
appurtenances, unto the part ies of the second part, and to their heirs and assigns forever. And the
said part ies of the first part, and their heirs, the said premises in the quiet and peaceable possession of
the said part ies of the second part their heirs and assigns, against the said part ies of the first
part, and their heirs, and against all and every person and person whomsoever, lawfully claiming or to claim
the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said part ies of the first part ha VE hereunto set their hand s and
seal s the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Charles F. Nuffer (SEAL)
Ruth G. Nuffer (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,
County of Franklin--ss.

On this 6th day of November in the year 1961, before me
Ted Larsen a Notary Public in and for said State, personally appeared
Charles F. Nuffer and his wife Ruth Nuffer
known 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.



Ted Larsen
Notary Public, Residing at Preston, Idaho.

No. 138150

WARRANTY DEED

Charles F. Nuffer, et al.

David F. Coffman, et al.

Dated 9 19 19

STATE OF IDAHO,
COUNTY OF FRANKLIN--ss.

I hereby certify that this instrument was
filed for record at request of

Camerson Frank Nuffer

at 5 minutes past 4:00

o'clock P. M., this 3rd day

of October, A. D. 1975.

in my office, and duly recorded in Book

of at page

Michael D. King

Ex-Officio Recorder.

By *John D. Johnson*

Fee, \$ 2.00 Deputy

Mailed to

RECORDED 9
INDEXED 9

State of Idaho License and Certificate of Water Right

Water License No. 23574Amount 0.7 second foot

Water District No. _____

Priority JANUARY 5, 1953THIS IS TO CERTIFY that C. FRED NUFFER

of Dayton, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated January 5, 19 53; that Permit No. 23574 was issued under said application; that Certificate of Completion of works, with a carrying capacity of 2.48 second feet, was issued thereunder on December 30, 19 53, showing that said works were completed on the 29th day of December, 19 53; and that on the 15th day of February, 19 54,

C. FRED NUFFER

of Dayton, State of Idaho, made proof to the satisfaction of the State Reclamation Engineer of Idaho, of the right to use the waters of Five Mile Creek, a tributary of Bear River, for the purpose of Irrigation, under Use Permit No. 23574 of the Department of Reclamation and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume 9 of Licenses at page 5287, on the 13th day of July, 19 54;

The right hereby confirmed dates from January 5, 19 53;

The Point of Diversion is located

in the NE 1/4 SW 1/4, Sec. 13, Tp. 15 S., R. 38 E., B. M. Franklin County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 0.7 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
15 S.	39 E.	18	SW 1/4 SW 1/4	40	40
			SE 1/4 SW 1/4	40	10
		19	NE 1/4 NW 1/4	40	--
			NW 1/4 NW 1/4	4	14
		Number of Acres Actually Irrigated			-- 64

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this

13th day of July, 19 54.

MARK R. KULP

State Reclamation Engineer.

(SEAL)

13 2168



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): 13-2168

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