

AUG 30 2021

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

Department of Water Resources
Eastern Region

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 IDWR will produce new water right number(s) for the split(s). DEV ✓

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
✓ 13-2204	OK				

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 on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. 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 or equivalent **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)	C. Fred Nuffer Darton, Idaho
4.	New Owner/Claimant(s)	B. Wesley Beutler
	Name Connector (Check one): [] and, [] or, [] and/or	
	New Mailing Address	812 N. 4200 W.
	City, State and ZIP Code	Weston, ID 83286
	New Telephone Number	(208) 747-3569

5. Date you acquired the property

June 28, 2004

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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 will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s)

A. Wesley Bentler or West Valley Farms

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:
 Received by JB
 Received by JB
 Processed by AJ

 Date 9/3/2021
 Date 9/3/2021
 Date 9/3/2021

 Receipt Amt. \$25. -
 Receipt No. E047331
 WR JC Date 2/11/2022

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

8/25/2021

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 Larsen 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.

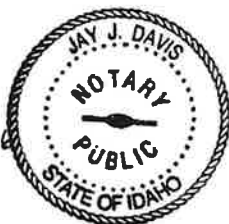
Robert W. Gunnell
ROBERT W. GUNNELL
Linda S. Gunnell
LINDA S. GUNNELL

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: 6/19/08



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.

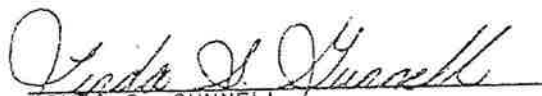
If the mortgagor shall fail to pay any such tax or lien, or fail to maintain such insurance, the mortgagees may pay the same or procure said insurance, and pay the costs thereof, and all payments by the mortgagees for any such purpose shall be added to the indebtedness hereby secured, and shall be repayable 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 ~~May~~ ^{June}, 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 . 1-2

Recorded at the request of

WARRANTY DEED

___a.m. JUN 4 1991 3¹⁰p.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.


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 A. 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, have 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-SW
Section 19: Lot 1, NE-NW

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 have hereunto set their hand and seal
the day and year first above written.
SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Charles F. Nuffer
Ruth G. Nuffer

(SEAL)

(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 are subscribed to the within instrument,
and acknowledged to me that he y 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.

George F. Colburn, et al.

Dated 1961
STATE OF IDAHO,
COUNTY OF FRANKLIN—ss.

I hereby certify that this instrument was
filed for record at request of
George F. Colburn, et al.

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

By *Steve R. Johnson* Ex-Officio Recorder.
Fee \$ 2.00 Deputy

Mailed to

RECORDED
INDEXED



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
WESTON ID 83286-5020

Re: Change in Ownership for Water Right No(s): 13-2204

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