

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JAN 28 2021
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. 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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
36-7883A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
36-2403	Yes ☐	Yes ☐		Yes ☐	Yes ☐
36-2398	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Idaho Ag, Inc., an Idaho corporation
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Thomas Raymond Haynes
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 163 W 200 South Rupert ID 83350
Mailing address City State ZIP
- (208) 431-0022
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: January 26, 2021
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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.

SUPPORT DATA
IN FILE # 36-2398

8. Signature: Thomas R. Haynes Title, if applicable _____ Date _____
Signature of new owner/claimant
- Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by SG Date 1/28/21 Receipt No. 5038371 Receipt Amt. \$75.00
 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 _____ Processed by ml Date 3/29/21

LINCOLN COUNTY
Recorded for:
TITLEONE - TWIN FALLS
03:11:17 PM 01-22-2021
0000203935
No. Pages 2 Fee: \$15.00
BRENDA FARNWORTH
County Clerk
Deputy: SC
Electronically Recorded by Simplifile

This document is recorded by
Title One as an accommodation
and has not been examined
as to its execution and effect.



Warranty Deed

For Value Received,

Idaho Ag, Inc., an Idaho corporation, the Grantor, does hereby grant, bargain sell and convey unto, **Thomas Raymond Haynes, a married man as his sole and separate property**, whose current address is 163 West 200 South, Rupert, ID 83350, the Grantee, the following described premises, in **Lincoln County, Idaho**, To Wit:

**TOWNSHIP 7 SOUTH, RANGE 23 EAST, BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO**

Section 18: Lots 2, 3, & 4

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: January 22, 2020



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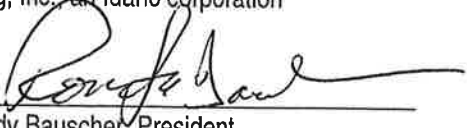
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Dated: January ____, 2020

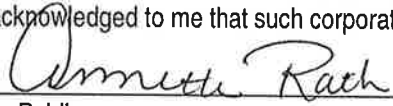
Idaho Ag, Inc., an Idaho corporation

BY: 

Randy Bauscher, President

State of Idaho, County of Cassia, ss.

On this 22 day of January in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Randy Bauscher known or identified to me to be the President of Idaho Ag, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


Notary Public

Residing In: Rupert ID

My Commission Expires: 8-4-2023
(seal)

ANNETTE ROTH
COMMISSION #9314
NOTARY PUBLIC
STATE OF IDAHO

LINCOLN COUNTY
Recorded for:
TITLEONE - TWIN FALLS
10:20:07 AM 01-26-2021
0000203968
No. Pages 2 Fee: \$15.00
BRENDA FARNWORTH
County Clerk
Deputy: SC
Electronically Recorded by Simplifile

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**TOWNSHIP 7 SOUTH, RANGE 22 EAST, BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO**

Section 12: S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 13: NW $\frac{1}{4}$, SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

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Dated: January 26, 2020



Warranty Deed

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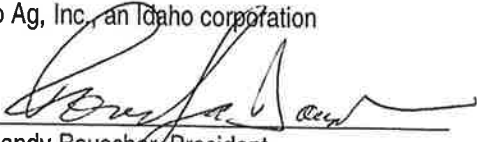
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Section 13: NW $\frac{1}{4}$, SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

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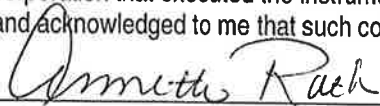
Idaho Ag, Inc., an Idaho corporation

BY: 

Randy Bauscher, President

State of Idaho, County of Cassia, ss.

On this 26 day of January in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Randy Bauscher known or identified to me to be the President of Idaho Ag, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

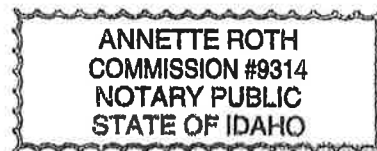


Notary Public

Residing In: Rupert, ID

My Commission Expires: 8-4-2023

(seal)



ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

RECEIVED

MAR 29 2021

DEPT OF WATER RESOURCES
SOUTHERN REGION

LINCOLN COUNTY

Recorded for:
TITLEONE - TWIN FALLS
01:27:03 PM 03-26-2021

0000204241

No. Pages 2 Fee: \$15.00
BRENDA FARNWORTH
County Clerk

Deputy: SC
Electronically Recorded by Simplifile

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TOWNSHIP 7 SOUTH, RANGE 23 EAST, BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 13: NE1/4NE1/4

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Effective Date: January 22, 2021

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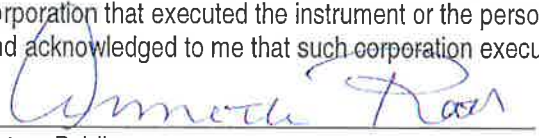
Idaho Ag, Inc., an Idaho corporation

BY: 

Randy Bauscher, President

State of Idaho, County of Cassia, ss.

On this 26 day of March in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Randy Bauscher known or identified to me to be the President of Idaho Ag, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


Notary Public

Residing In:

My Commission Expires:

(seal)



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

March 29, 2021

THOMAS RAYMOND HAYNES
163 W 200 S
RUPERT ID 83350-9694

Re: Change in Ownership for Water Right No(s): 36-2398, 36-2403, 36-7883A

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) 293-9912.

Sincerely,

Michelle Richman
Engineer

Enclosure(s)

cc:

TitleOne (Burley, For Haynes – no File #)
Water District 130



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858
Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

March 15, 2021

RECEIVED

MAR 29 2021

DEPT OF WATER RESOURCES
SOUTHERN REGION

THOMAS RAYMOND HAYNES
163 W 200 S
RUPERT, ID 83350

RE: Water Right No(s): 36-7883A, 36-2403, 36-2398
Change in Ownership

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

☒ Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property, specifically for the NENE of Township 07S, Range 22E, Section 13. The quarter quarter in question is outlined in purple on the enclosed map.

OR

☒ Additional fee of \$225 (\$75 per water right) to cover an ownership change split if the above documents will not be supplied. Please mail your check with a copy of this letter to IDWR at the address shown above.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 15 days, we will return your notice, payments, and all attachments, and your notice will not be processed.

If you have any questions regarding this matter, please contact me at (208) 736-3033.

Sincerely,

Michelle Richman
Engineer

Cc: TitleOne of Burley, Idaho



Date: January 27, 2021

211 W 13th St.
Burley, ID 83318
Ph. (208) 878-3524
Fx. (866) 582-7546
www.titleonecorp.com

RECEIVED
JAN 28 2021
DEPT OF WATER RESOURCES
SOUTHERN REGION

Idaho Department of Water Resources
650 Addison Ave. W, Ste 500
Twin Falls, ID 83301-5858

Greetings,

Please find the following enclosed:

- D.L. Evans Check No. 202130781 in the amount of \$75.00 for Change in Water Right Ownership fee
- Original executed Notice of Change in Water Right Ownership form for rights 36-7883A, 36-2403, 36-2398
- Copy of Warranty Deed recorded on 1/22/21 as Instrument No. 0000203935, records of Lincoln Co., ID
- Copy of Warranty Deed recorded on 1/26/21 as Instrument No. 0000203968, records of Lincoln Co., ID

Please let us know if we can answer any questions or be of further assistance.

Sincerely,
TITLEONE

Ashley Martinkus
Ag Escrow Assistant

AR/am
Enc.

FedEx