

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED ✓

JAN 21 2021

DEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Change in Water Right Ownership

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?
<i>split</i> 43-13889	Yes ☒	Yes ☐	43-13894	Yes ☒	Yes ☐
43-13890	Yes ☒	Yes ☐	43-2441D	Yes ☐	Yes ☐
43-13891	Yes ☒	Yes ☐	43-4022C	Yes ☐	Yes ☐
43-13892	Yes ☒	Yes ☐	43-4023C	Yes ☐	Yes ☐
43-13893	Yes ☒	Yes ☐	43-4024E	Yes ☐	Yes ☐

2. Previous Owner's Name: J7, LLC; Roland Allen Land & Livestock
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Higley Land Investments, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|---------------------|-------------------------------|-----------|-------------------|
| <u>PO Box 25</u> | <u>Malta</u> | <u>ID</u> | <u>83342-0025</u> |
| Mailing address | City | State | ZIP |
| <u>208-312-1016</u> | <u>hhigley@rrelectric.com</u> | | |
| 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: 12/1/2020
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):
 - ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ 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 # 43-2356B

8. Signature: [Signature] Title, if applicable: MANAGER Date: 1/17/2021
 Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable: _____ Date: _____
 Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by SG Date 1/21/21 Receipt No. 5038359 Receipt Amt. \$700.00

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 JB Date 1-27-21

3



Order Number: 20389471

Warranty Deed

For Value Received,

J7 Charitable Remainder Trust, dated September 30, 2020, the Grantor, does hereby grant, bargain sell and convey unto, Higley Land Investments, LLC, an Idaho limited liability company, whose current address is ~~1971~~ ~~S-2950-E~~, Malta, ID 83342, the Grantee, the following described premises, in **Cassia County, Idaho**, To Wit:

PARCEL NO. 1:

**TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

* Per Heath Higley 1/21/2021:
Current address: PO Box 25
Malta

Section 4: W½

Section 9: W½ SAVE AND EXCEPT the following described:

Part of the NW¼NW¼, more particularly described as follows:

**Beginning at the Northwest section corner of Section 9, said corner marked by a 5/8 inch rebar; Thence South 00°09'38" East along the west section line for a distance of 30.00 feet; Thence South 89°54'50" East for a distance 281.48 feet to a ½ inch rebar which shall be the POINT OF BEGINNING;
Thence South 89°54'50" East for a distance of 562.68 feet to a ½ inch rebar;
Thence South 60°26'04" West for a distance of 375.45 feet to a ½ inch rebar;
Thence North 89°54'50" West for a distance of 235.59 feet to a ½ inch rebar;
Thence North 00°09'38" West for a distance of 185.75 feet to the POINT OF BEGINNING.**

PARCEL NO. 2:

Order Number: 20389471

Warranty Deed (4-09) - Page 1 of 3

**TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 33: S½SW¼, EXCEPTING THEREFROM the following described tract:

Beginning at the Northwest corner of the S½SW¼ of said Section 33, which shall be known as the Point of Beginning;

Thence South 0°15' East along the West boundary of said S½SW¼ for 18.0 feet;

Thence South 85°57'32" East for 2,643.57 feet to a point on the East boundary of said S½SW¼;

Thence North along the East boundary of said S½SW¼ for 211.90 feet to the Northeast corner of said S½SW¼;

Thence North 89°50' West along the North boundary of said S½SW¼ for 2,637.98 feet to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors 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.

Remainder of this page intentionally left blank.

December 1, 2020

J7 Charitable Remainder Trust, dated September 30, 2020

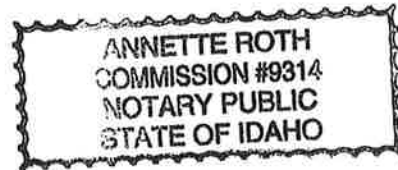
BY: *Jeff C. Johnson*
Jeff C. Johnson, Trustee

BY: *Jeanette Johnson*
Jeanette Johnson, Trustee

State of Idaho County of Cassia, ss.

1st
On this ~~20th~~ day of December, in the year of 2020, before me, the undersigned, a notary public in and for said state personally appeared Jeff C. Johnson, known or identified to me to be the person whose name is subscribed to the within instrument, one of the trustees of J7 Charitable Remainder Trust, Dated September 30, 2020 and acknowledged to me that he/she executed the same as trustee.

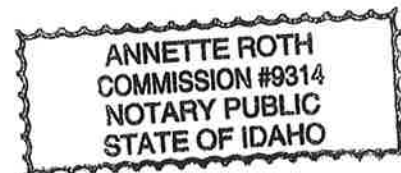
Annette Roth
Notary Public
Residing In: *Rupert, ID*
My Commission Expires: *8-4-2023*
(seal)



State of Idaho County of Cassia, ss.

1st
On this ~~20th~~ day of December, in the year of 2020, before me, the undersigned, a notary public in and for said state personally appeared Jeanette Johnson, known or identified to me to be the person whose name is subscribed to the within instrument, one of the trustees of J7 Charitable Remainder Trust, Dated September 30, 2020 and acknowledged to me that he/she executed the same as trustee.

Annette Roth
Notary Public
Residing In: *Rupert, ID*
My Commission Expires: *8-4-2023*
(seal)





Order Number: 20389471

Warranty Deed

For value received,

J7, LLC, an Idaho limited liability company

the grantor, does hereby grant, bargain, sell, and convey unto

Higley Land Investments, LLC, an Idaho limited liability company

whose current address is ~~1971 S 2950 E~~ Malta, ID 83342

the grantee, the following described premises, in Cassia County, Idaho, to wit:



Per Heath Highley 1/21/2021:

Current address:

PO Box 25, Malta

PARCEL NO. 1:

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 9: Part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northwest section corner of Section 9, said corner marked by a 5/8 inch rebar; Thence South 00°09'38" East along the west section line for a distance of 30.00 feet; Thence South 89°54'50" East for a distance 281.48 feet to a ½ inch rebar which shall be the POINT OF BEGINNING;
Thence South 89°54'50" East for a distance of 562.68 feet to a ½ inch rebar;
Thence South 60°26'04" West for a distance of 375.45 feet to a ½ inch rebar;
Thence North 89°54'50" West for a distance of 235.59 feet to a ½ inch rebar;
Thence North 00°09'38" West for a distance of 185.75 feet to the POINT OF BEGINNING.

EASEMENT NO. 1:

An Access Easement for the benefit of Parcel No. 3, as created by Quitclaim Deed by and between Evan and Jennifer Israelsen and J7, L.L.C., an Idaho Limited Liability Company, dated April 23, 2008 and recorded April 29, 2008 as Instrument No. 2008-002658, more particularly described as follows:

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 9: Part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northwest section corner of Section 9, said corner marked by a 5/8 inch rebar; Thence South 00°09'38" East along the west section line for a distance of 30.00 feet to the POINT OF BEGINNING;
Thence South 89°54'50" East for a distance of 281.48 feet to a 1/2 inch rebar;
Thence South 00°09'38" East for a distance of 30.00 feet;
Thence North 89°54'50" West for a distance of 281.48 feet to the west section line;
Thence North 00°09'38" West along said line for a distance of 30.00 feet to the POINT OF BEGINNING.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its Successors 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.

Remainder of page intentionally left blank.

Dated: December 1, 2020

J7, LLC, an Idaho limited liability company

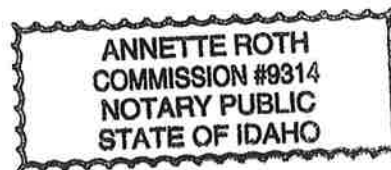
BY: Jeff C. Johnson
Jeff C. Johnson, Manager

State of Idaho, County of Cassia, ss.

On this 1st day of December 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeff C. Johnson, known or identified to me to be a Manager of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Annette Roth
Notary Public for Idaho
Residing In: Russet Id.
My Commission Expires: 8-4-2023



**AFTER RECORDING,
PLEASE RETURN TO:**

Curry D. Andrews, Attorney at Law
Estate Protection & Planning, PLLC
202 Idaho St., American Falls, ID 83211
(208) 226-5138 Office

Send Tax Statements to:

The J7 Charitable Remainder Trust
PO Box 147
Malta, ID 83342
(208) 431-6810

GRANTOR:	J7, LLC, an Idaho limited liability company
GRANTEE:	Jeffrey C. Johnson and Jeanette Johnson, Trustees of the J7 Charitable Remainder Trust dated September 30, 2020
PARCEL NOS:	RP13S27E336000 RP14S27E042401 RP14S27E092402

WARRANTY DEED

THE UNDERSIGNED Grantor, J7, LLC, an Idaho limited liability company, hereby grants, bargains, sells, conveys and confirms to Jeffrey C. Johnson and Jeanette Johnson, Trustees of the J7 Charitable Remainder Trust dated September 30, 2020, the following property formerly conveyed under Warranty Deed, instrument no. 301810, located in Cassia County, Idaho, to wit:

SEE EXHIBIT "A" LEGAL DESCRIPTION.

SUBJECT TO: County and/or City Taxes not delinquent, Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, Appurtenant Water Rights, Agreements and Reservations now of Record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that the premises are free from all encumbrances and that the said Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 11 day of Nov, 2020.

GRANTOR: J7, LLC

By: Jeffrey C. Johnson, Manager

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this day personally appeared before me JEFFREY C. JOHNSON, Manager of J7, LLC, THE GRANTOR, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of November, 2020.

NOTARY PUBLIC in and for the STATE OF IDAHO,
Residing in: American Falls, Idaho
My Commission Expires: June 23, 2021



EXHIBIT "A"
LEGAL DESCRIPTION

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

SECTION 9: W $\frac{1}{2}$, EXCEPTING THEREFROM: (T 9560)

Part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9 of Township 14 South, Range 27 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the Northwest section corner of Section 9 of T.14 S., R.27 E., B.M., said corner marked by a $\frac{1}{4}$ " rebar; Thence South 00 degrees 09 minutes 38 seconds East along the west section line for a distance of 30.00 feet; Thence South 89 degrees 54 minutes 50 seconds East for a distance 281.48 feet to a $\frac{1}{4}$ " rebar which shall be the Point of Beginning;

THENCE South 89 degrees 54 minutes 50 seconds East for a distance of 562.68 feet to a $\frac{1}{4}$ " rebar;

THENCE South 60 degrees 26 minutes 04 seconds West for a distance of 375.45 feet to a $\frac{1}{4}$ " rebar;

THENCE North 89 degrees 54 minutes 50 seconds West for a distance of 235.59 feet to a $\frac{1}{4}$ " rebar;

THENCE North 00 degrees 09 minutes 38 seconds West for a distance of 185.75 feet to the Point of Beginning.

SECTION 4: SW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

SECTION 33: S $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

Beginning at the Northwest corner of the S1/2SW1/4 of said Section 33, which shall be known as the True Point of Beginning;

Thence South 0°15' East along the West boundary of said S1/2SW1/4 for 18.0 feet;

Thence South 85°57'32" East for 2,643.57 feet to a point on the East boundary of said S1/2SW1/4;

Thence North along the East boundary of said S1/2SW1/4 for 211.90 feet to the Northeast corner of said S1/2SW1/4;

Thence North 89°50' West along the North boundary of said S1/2SW1/4 for 2,637.98 feet to the True Point of Beginning.

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

SECTION 4: NW $\frac{1}{4}$ (LOTS 3, 4 AND S $\frac{1}{2}$ NW $\frac{1}{4}$), N $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$



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

January 27, 2021

HIGLEY LAND INVESTMENTS LLC
PO BOX 25
MALTA ID 83342-0025

Re: Change in Water Right Ownership: 43-2441C (Split into 43-2441C and 43-13890), 43-2356B (Split into 43-2356B and 43-13889), 43-4130B (Split into 43-4130B and 43-13894), 43-4023B (Split into 43-4023B and 43-13893), 43-4022B (Split into 43-4022B and 43-13891), 43-4024D (Split into 43-4024D and 43-13892). Change in Water Right Ownership – Not Split: 43-2441D, 43-4022C, 43-4023C, & 43-4024E.

Dear Water Right Holder(s):

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

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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) 293-9909.

Sincerely,

Jim Bitzenburg
Senior Water Resource Agent

Enclosure(s)

CC: WD-143



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls ID 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037

Website: idwr.idaho.gov • Email: southerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

January 20, 2021

HEATH & DAWN HIGLEY
PO BOX 25
MALTA ID 83342-0025

Dear Heath and Dawn:

Please find enclosed the *Notice of Change in Water Right Ownership* form for the property that you purchased from J7, LLC near Malta. I had emailed the form a couple of times, but wasn't sure if you had received any of the emails, so I am mailing this copy for a back-up. On the form are the six irrigation rights which need to be split (there is that small piece on the place next door that you sold to Nolan Branch, thus, the split) as well as a domestic right and three stockwater rights which don't need to be split. The fee for the splits is \$600.00 (\$100.00/right) and the fee for the rights which don't need split is \$100.00 (\$25.00/right), for a total fee of \$700.00.

Let me know if you have any questions- my direct line is 208-293-9909.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Bitzenburg', written over a horizontal line.

Jim Bitzenburg
Senior Water Resource Agent

Enclosure