

RECEIVED

APR 18 2019

DEPT. OF WATER RESOURCES

Notice of Change in Water Right Ownership

I. SOURCE OF INFORMATION: 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?
43-12947	Yes ☒	Yes ☐		Yes ☐	Yes ☐
Returned	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name:

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Loughmiller Inc

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

1577E 1740S

Malta

ID

83342

Mailing address

City

State

ZIP

208 731 5761

agpro@reagan.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 2015

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.

8. Signature:

William J. Loughmiller Pres

Signature of new owner/claimant

Title, if applicable

4-4-19

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 CS/AM Date *Returned*

5-21-2020

EASEMENT AGREEMENT

AGREEMENT MADE this _____ day of June 2015, by and between **CLAIR J. TEETER** and **JUDY K. TEETER**, husband and wife, of 1355 E. 1750 S., Malta, ID 83342 ("TEETER") and **LOUGHMILLER, INC.**, of 289 Centennial Drive, Heyburn, ID 83336 ("LOUGHMILLER") and **BARKER CATTLE COMPANY, L.L.C.** of 1415 North Jordan Avenue, Provo, UT 84604 ("BARKER").

1. RECITALS: The parties recite and declare:

1.1 That they are adjoining landowners and desire to create Easements for delivery and use of water by the respective parties and to create rights of way over the respective parcels of real estate.

1.2 Teeter and Loughmiller previously had an Easement that was revoked by a recording in the County of Cassia, State of Idaho, as Instrument No. 2015-002210 on the 5th day of May, 2015.

1.3 Loughmiller and Barker entered into a Buy and Sell Agreement of property in Sections 20, 21 and 29 Township 13 South, Range 25 East Boise Meridian and the parties did agree in that closing that there would be Easements for a ditch or pipeline on property hereinafter described.

1.4 Teeter and Loughmiller agree on a certain Easement hereinafter provided relative to a flowing well.

2. EASEMENTS 1, 2, 3 and 4: Easements 1, 2, 3 and 4 are from a spring located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 13 South, Range 25 East Boise Meridian, from which water is or may be transferred to Cassia County property described on Exhibit A and A-1 ("DOMINANT PARCEL"). The water is or will be conveyed from the spring on, over and across the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 13 South, Range 25 East Boise Meridian and, over and across part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, Township 13 South, Range 25 East Boise Meridian in Cassia County, Idaho, as described on Exhibits B, C, D, and E. Loughmiller and Barker grant to Teeter and Easement for the right to use the water from the spring and a convenient space around the spring to maintain the spring and to water delivery to the Dominant Parcel provided however it shall be the responsibility of Teeter to install and maintain any and all pipelines necessary for such delivery.

Teeter agrees to install in Easements 1, 2, 3 and 4 a pipeline for delivery to the Teeter property on or before March 1, 2017. If the pipeline is not installed then Teeter shall have no further rights to the water from the spring at its location heretofore described and shall execute for recording a termination of the easements.

Additionally, if Teeter installs the pipeline as herein provided then in such event Teeter shall provide to Barker a trough at the spring in NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 21, Township 13 South, Range 25 East Boise Meridian for the watering of livestock.

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4 3. EASEMENT FOR WELL: There is located on the real estate in Cassia
5 County, Idaho, described on Exhibit A-1, a well from which both Teeter and Loughmiller
6 use water. The well is located about 1902.21 feet South of the Northwest corner of
7 SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 22, Township 13 South, Range 25 and about 15 feet from the west
8 boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 22, Township 13 South, Range 25 East Boise
9 Meridian. Teeter grants Loughmiller an Easement on, over and across the property for
10 purpose of maintaining the pump and well of taking delivery of water for adjacent lands
11 owned by Loughmiller in Section 22, Township 13 South, Range 25 East Boise Meridian
12 ("SERVIENT PARCEL"). The property described on Exhibit A-1 shall be subject to the
13 right of Teeter to use the water from the flowing well or when pumped at the Teeter
14 residence in Section 22, Township 13 South, Range 25 East Boise Meridian for the home,
15 barn, private pool, chicken coop, pig barn and greenhouse and for two troughs for watering
16 animals. Teeter has the right to utilize all of the available water if needed, however, Teeter
17 also recognizes they may not utilize all of the available water and agrees to allow
18 Loughmiller to pipe excess water in his mainline from the well. Loughmiller agrees to
19 furnish Teeter twenty-five (25) gallons of water per minute from the well when it is
20 pumping. The well is both a flowing well and being pumped as well.

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24 Loughmiller additionally agrees that he shall pressurize the well for making
25 available to Teeter sufficient water to operate five rainbirds for irrigation of pasture around
26 the Teeter residence.

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4 It shall be the responsibility of Loughmiller to provide the conveyance of any
5 excess water from the well to his property and he shall maintain the well, pump, motor and
6 panel and any conveyance devices from the well to his property.
7

8 4. ATTORNEY FEES: The prevailing party in any action arising under this
9 Agreement shall be entitled to reasonable attorney fees in addition to all other fees awarded
10 by the court. If this Agreement is enforced without the necessity of litigation, the party
11 obtaining the relief to which the party is entitled shall be obligated for reasonable attorney
12 fees in such event.

13 5. CONSIDERATION: The consideration for these easements are involving the
14 sale and purchase by Loughmiller to Barker and a previous sale by Teeter to Loughmiller.
15

16 6. EFFECTIVE DATE: This Easement shall be effective upon the signature of
17 the parties and its recording in the County Recorder, County of Cassia, State of Idaho.

18 7. ENTIRE AGREEMENT: This Agreement constitutes the entire
19 understanding of the parties as to the Easements described herein and this Agreement may
20 only be modified by an instrument in writing signed by the parties or their successors in
21 interest as to the respective ownership parcel and shall be binding on the parties and their
22 successors.
23

24 8. COVENANTS RUNNING WITH THE LAND: The easements described
25 herein are perpetual in time and deemed covenants running with the land unless a document
26 is recorded in the office of the Cassia County Recorder terminating either one or both.

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4 IN WITNESS WHEREOF the parties have executed this Easement the day and year
5 first above written.
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7 TEETER

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10 CLAIR J. TEETER

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12 
13 JUDY K. TEETER

14 LOUGHMILLER

15 LOUGHMILLER, INC.

16
17 by 
18 WILLIAM J. LOUGHMILLER,
19 President

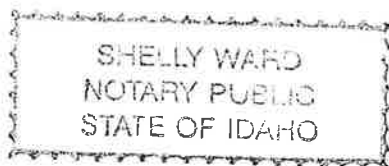
20 BARKER

21 BARKER CATTLE COMPANY,
22 L.L.C.

23 by _____
24
25
26

STATE OF IDAHO)
) ss
County of Cassia)

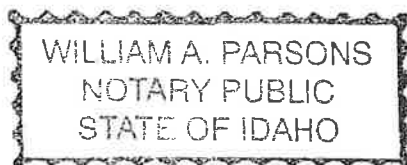
On this 4th day of February, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLAIR J. TEETER** and **JUDY K. TEETER**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Shelly Ward
Notary Public for Idaho
Residing at: Boise
Comm. Exp: 05/30/2017

STATE OF IDAHO)
) ss
County of Cassia)

On this 2 day of February, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **WILLIAM J. LOUGHMILLER**, known or identified to me to be the President of **LOUGHMILLER, 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.



William A. Parsons
Notary Public for Idaho
Residing at: Boise
Comm. Exp: 7/20/16

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STATE OF IDAHO)
) ss
County of Cassia)

On this _____ day of _____, in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the Member or Members of the Limited Liability Company of **BARKER CATTLE COMPANY, L.L.C.**, and the Member or one of the Members who subscribed said Limited Liability Company's name to the foregoing instrument, and acknowledged to me that he executed the same in said Limited Liability Company's name.

Notary Public for Idaho
Residing at: _____
Comm. Exp.: _____

EXHIBIT A

Township 13 South, Range 25 East of the Boise Meridian, Cassia County, Idaho,
Section 21: Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, more particularly described as follows:

Beginning at the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, said corner marked by a U.S. BLM
aluminum pipe and cap which shall be the POINT OF BEGINNING;

Thence South 89°08'56" West along the North line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of
1332.13 feet to the Northwest corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, said corner marked by a U.S. BLM
aluminum pipe and cap;

Thence South 00°19'55" East along the West line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21 for a
distance of 993.08 feet to a $\frac{1}{2}$ inch rebar;

Thence North 89°25'27" East for a distance of 1326.50 feet, more or less, to the East
line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence Northerly along the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of 999.53 feet, more
or less, to the POINT OF BEGINNING.

EXHIBIT A-1

Township 13 South, Range 25 East of the Boise Meridian, Cassia County, Idaho,
Section 22: Part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22, more particularly described as follows:

Beginning at the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section, said corner marked by
a U.S. BLM aluminum pipe and cap which shall be the POINT OF BEGINNING;

Thence North 89°31'48" East along the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22 for
a distance of 289.04 feet to a $\frac{1}{2}$ inch rebar;

Thence South 15°33'56" East for a distance of 510.36 feet to a $\frac{1}{2}$ inch rebar;

Thence South 67°16'05" East for a distance of 658.28 feet to a $\frac{1}{2}$ inch rebar;

Thence South 00°00'21" East for a distance of 245.50 feet to a $\frac{1}{2}$ inch rebar;

Thence South 89°25'27" West for a distance of 1033.00 feet, more or less, to a point
on the West line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence Northerly along the West line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ for a distance of 999.53 feet,
more or less, to the POINT OF BEGINNING.

EXHIBIT B

Part of the NW¼SW¼ of Section 21 in Township 13 South, Range 25 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the Center ¼ Corner of Section 21 in T.13 S., R.25 E., B.M. said corner marked by a U.S. BLM aluminum pipe with cap on top; Thence South 89 degrees 26 minutes 32 seconds West along the north line of the SW¼ for a distance of 380.60 feet; Thence South 69 degrees 09 minutes 52 seconds West for a distance of 1007.49 feet to the east line of the NW¼SW¼ which shall be the Point of Beginning;

THENCE South 00 degrees 20 minutes 47 seconds East along the east line of the NW¼SW¼ for a distance of 21.35 feet;

THENCE South 69 degrees 09 minutes 52 seconds West for a distance of 2.40 feet;

THENCE North 67 degrees 23 minutes 31 seconds West for a distance of 100.35 feet;

THENCE North 41 degrees 21 minutes 34 seconds West for a distance of 106.40 feet;

THENCE North 48 degrees 38 minutes 26 seconds East for a distance of 20.00 feet;

THENCE South 41 degrees 21 minutes 34 seconds East for a distance of 101.78 feet;

THENCE South 67 degrees 23 minutes 31 seconds East for a distance of 87.76 feet;

THENCE North 69 degrees 09 minutes 52 seconds East for a distance of 1.91 feet to the Point Of Beginning.

EXHIBIT C

Part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21 in Township 13 South, Range 25 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the Center $\frac{1}{4}$ Corner of Section 21 in T.13 S., R.25 E., B.M. said corner marked by a U.S. BLM aluminum pipe with cap on top which shall be the Point of Beginning;

THENCE South 00 degrees 23 minutes 15 seconds East along the east line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 20.00 feet;

THENCE South 89 degrees 26 minutes 32 seconds West for a distance of 376.97 feet;

THENCE South 69 degrees 09 minutes 52 seconds West for a distance of 1011.39 feet to the west line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$;

THENCE North 00 degrees 20 minutes 47 seconds West along said line for a distance of 21.35 feet;

THENCE North 69 degrees 09 minutes 52 seconds East for a distance of 1007.49 feet to the north line of the SW $\frac{1}{4}$;

THENCE North 89 degrees 26 minutes 32 seconds East along said line for a distance of 380.60 feet to the Point Of Beginning.

EXHIBIT D

Part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21 in Township 13 South, Range 25 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the Center $\frac{1}{4}$ Corner of Section 21 in T.13 S., R.25 E., B.M. said corner marked by a U.S. BLM aluminum pipe with cap on top which shall be the Point of Beginning;

THENCE North 89 degrees 24 minutes 49 seconds East along the north line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 1330.86 feet to a U.S. BLM aluminum pipe with cap on top at the Northeast Corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$;

THENCE South 00 degrees 19 minutes 01 seconds East along the east line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 20.00 feet;

THENCE South 89 degrees 24 minutes 49 seconds West for a distance of 1330.77 feet;

THENCE South 89 degrees 26 minutes 32 seconds West for a distance of 0.06 feet to the west line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$;

THENCE North 00 degrees 23 minutes 15 seconds West along said line for a distance of 20.00 feet to the Point Of Beginning.

EXHIBIT E

Part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21 in Township 13 South, Range 25 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the Center $\frac{1}{4}$ Corner of Section 21 in T.13 S., R.25 E., B.M. said corner marked by a U.S. BLM aluminum pipe with cap on top; Thence North 89 degrees 24 minutes 49 seconds East along the north line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 1330.86 feet to a U.S. BLM aluminum pipe with cap on top at the Northwest Corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ which shall be the Point of Beginning:

THENCE North 00 degrees 19 minutes 55 seconds West along the west line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of 318.01 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 25 minutes 27 seconds East for a distance of 20.00 feet;

THENCE South 00 degrees 19 minutes 55 seconds East for a distance of 318.01 feet;

THENCE South 00 degrees 19 minutes 01 seconds East for a distance of 20.00 feet;

THENCE South 89 degrees 40 minutes 59 seconds West for a distance of 20.00 feet to the west line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$;

THENCE North 00 degrees 19 minutes 01 seconds West along said line for a distance of 20.00 feet to the Point Of Beginning.

EASEMENT AGREEMENT

AGREEMENT MADE this _____ day of June 2015, by and between **CLAIR J. TEETER** and **JUDY K. TEETER**, husband and wife, of 1355 E. 1750 S., Malta, ID 83342 ("TEETER") and **LOUGHMILLER, INC.**, of 289 Centennial Drive, Heyburn, ID 83336 ("LOUGHMILLER") and **THOMAS D. OTTLEY** and **SALLY OTTLEY** of 1164 East 2000 South, Elba, ID 83342 and **TYLER RUEL BARKER** and **AMANDA BARKER** of 1164 East 2000 South, Elba, ID 8334 ("BARKER & OTTLEY").

1. **RECITALS:** The parties recite and declare:

1.1 That they are adjoining landowners and desire to create Easements for delivery and use of water by the respective parties and to create rights of way over the respective parcels of real estate.

1.2 Teeter and Loughmiller previously had an Easement that was revoked by a recording in the County of Cassia, State of Idaho, as Instrument No. 2015-002210 on the 5th day of May, 2015.

1.3 Loughmiller and Barker & Ottley entered into a Buy and Sell Agreement of property in Sections 20, 21 and 29 Township 13 South, Range 25 East Boise Meridian and the parties did agree in that closing that there would be Easements for a ditch or pipeline on property hereinafter described.

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4 1.4 Teeter and Loughmiller agree on a certain Easement hereinafter
5 provided relative to a flowing well.

6 2. **EASEMENTS 1, 2, 3 and 4**: Easements 1, 2, 3 and 4 are from a spring located
7 in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 13 South, Range 25 East Boise Meridian, from
8 which water is or may be transferred to Cassia County property described on Exhibit A and
9 A-1 ("**DOMINANT PARCEL**"). The water is or will be conveyed from the spring on, over
10 and across the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township
11 13 South, Range 25 East Boise Meridian and, over and across part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and part
12 of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, Township 13 South, Range 25 East Boise Meridian in Cassia
13 County, Idaho, as described on Exhibits B, C, D, and E. Loughmiller and Barker & Ottley
14 grant to Teeter and Easement for the right to use the water from the spring and a convenient
15 space around the spring to maintain the spring and to water delivery to the Dominant Parcel
16 provided however it shall be the responsibility of Teeter to install and maintain any and all
17 pipelines necessary for such delivery.

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20 Teeter agrees to install in Easements 1, 2, 3 and 4 a pipeline for delivery to the
21 Teeter property on or before March 1, 2017. If the pipeline is not installed then Teeter shall
22 have no further rights to the water from the spring at its location heretofore described and
23 shall execute for recording a termination of the easements.

24
25 Additionally, if Teeter installs the pipeline as herein provided then in such
26 event Teeter shall provide to Barker & Ottley a trough at the spring in NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section
21, Township 13 South, Range 25 East Boise Meridian for the watering of livestock.

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4 3. EASEMENT FOR WELL: There is located on the real estate in Cassia
5 County, Idaho, described on Exhibit A-1, a well from which both Teeter and Loughmiller
6 use water. The well is located about 1902.21 feet South of the Northwest corner of
7 SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 22, Township 13 South, Range 25 and about 15 feet from the west
8 boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 22, Township 13 South, Range 25 East Boise
9 Meridian. Teeter grants Loughmiller an Easement on, over and across the property for
10 purpose of maintaining the pump and well of taking delivery of water for adjacent lands
11 owned by Loughmiller in Section 22, Township 13 South, Range 25 East Boise Meridian
12 ("SERVIENT PARCEL"). The property described on Exhibit A-1 shall be subject to the
13 right of Teeter to use the water from the flowing well or when pumped at the Teeter
14 residence in Section 22, Township 13 South, Range 25 East Boise Meridian for the home,
15 barn, private pool, chicken coop, pig barn and greenhouse and for two troughs for watering
16 animals. Teeter has the right to utilize all of the available water if needed, however, Teeter
17 also recognizes they may not utilize all of the available water and agrees to allow
18 Loughmiller to pipe excess water in his mainline from the well. Loughmiller agrees to
19 furnish Teeter twenty-five (25) gallons of water per minute from the well when it is
20 pumping. The well is both a flowing well and being pumped as well.
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24 Loughmiller additionally agrees that he shall pressurize the well for making
25 available to Teeter sufficient water to operate five rainbirds for irrigation of pasture around
26 the Teeter residence.

It shall be the responsibility of Loughmiller to provide the conveyance of any excess water from the well to his property and he shall maintain the well, pump, motor and panel and any conveyance devices from the well to his property.

4. **ATTORNEY FEES**: The prevailing party in any action arising under this Agreement shall be entitled to reasonable attorney fees in addition to all other fees awarded by the court. If this Agreement is enforced without the necessity of litigation, the party obtaining the relief to which the party is entitled shall be obligated for reasonable attorney fees in such event.

5. **CONSIDERATION**: The consideration for these easements are involving the sale and purchase by Loughmiller to Barker and a previous sale by Teeter to Loughmiller.

6. **EFFECTIVE DATE**: This Easement shall be effective upon the signature of the parties and its recording in the County Recorder, County of Cassia, State of Idaho.

7. **ENTIRE AGREEMENT**: This Agreement constitutes the entire understanding of the parties as to the Easements described herein and this Agreement may only be modified by an instrument in writing signed by the parties or their successors in interest as to the respective ownership parcel and shall be binding on the parties and their successors.

8. **COVENANTS RUNNING WITH THE LAND**: The easements described herein are perpetual in time and deemed covenants running with the land unless a document is recorded in the office of the Cassia County Recorder terminating either one or both.

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IN WITNESS WHEREOF the parties have executed this Easement the day and year
first above written.

TEETER


CLAIR J. TEETER


JUDY K. TEETER

LOUGHMILLER

LOUGHMILLER, INC.

by 
WILLIAM J. LOUGHMILLER,
President

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BARKER & OTTLEY

THOMAS D. OTTLEY

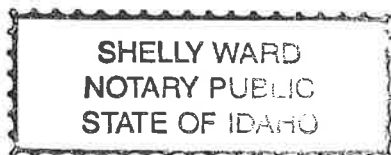
SALLY OTTLEY

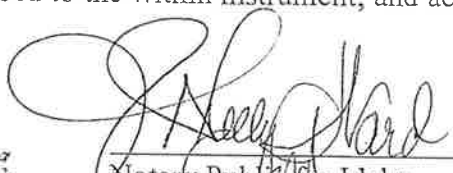
TYLER RUEL BARKER

AMANDA BARKER

STATE OF IDAHO)
) ss
County of Cassia)

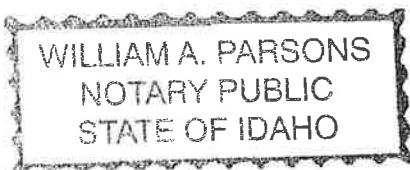
On this 4th day of February, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLAIR J. TEETER** and **JUDY K. TEETER**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.




Notary Public for Idaho
Residing at: 211 Taugh
Comm. Exp: 05/30/2011

STATE OF IDAHO)
) ss
County of Cassia)

On this 2 day of February, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **WILLIAM J. LOUGHMILLER**, known or identified to me to be the President of **LOUGHMILLER, 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 for Idaho
Residing at: Burley
Comm. Exp: 5/20/16

1
2
3
4
5 STATE OF IDAHO)
6) ss
7 County of Cassia)

8 On this _____ day of _____, in the year 2016, before me, the
9 undersigned, a Notary Public in and for said State, personally appeared **THOMAS D.**
10 **OTTLEY** and **SALLY OTTLEY**, husband and wife, known or identified to me to be the
11 persons whose names are subscribed to the within instrument, and acknowledged to me that
12 they executed the same.

13 _____
14 Notary Public for Idaho
15 Residing at: _____
16 Comm. Exp: _____

17 STATE OF IDAHO)
18) ss
19 County of Cassia)

20 On this _____ day of _____, in the year 2015, before me, the
21 undersigned, a Notary Public in and for said State, personally appeared **TYLER RUEL**
22 **BARKER** and **AMANDA BARKER** husband and wife, known or identified to me to be
23 the persons whose names are subscribed to the within instrument, and acknowledged to me
24 that they executed the same.

25 _____
26 Notary Public for Idaho
Residing at: _____
Comm. Exp: _____

EXHIBIT A

Township 13 South, Range 25 East of the Boise Meridian, Cassia County, Idaho,
Section 21: Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, more particularly described as follows:

Beginning at the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, said corner marked by a U.S. BLM
aluminum pipe and cap which shall be the POINT OF BEGINNING;

Thence South 89°08'56" West along the North line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of
1332.13 feet to the Northwest corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, said corner marked by a U.S. BLM
aluminum pipe and cap;

Thence South 00°19'55" East along the West line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21 for a
distance of 993.08 feet to a $\frac{1}{2}$ inch rebar;

Thence North 89°25'27" East for a distance of 1326.50 feet, more or less, to the East
line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence Northerly along the East line of the SE $\frac{1}{4}$ N $\frac{1}{4}$ for a distance of 999.53 feet, more
or less, to the POINT OF BEGINNING.

EXHIBIT A-1

Township 13 South, Range 25 East of the Boise Meridian, Cassia County, Idaho,
Section 22: Part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22, more particularly described as follows:

Beginning at the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section, said corner marked by
a U.S. BLM aluminum pipe and cap which shall be the POINT OF BEGINNING;

Thence North 89°31'48" East along the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22 for
a distance of 289.04 feet to a ½ inch rebar;

Thence South 15°33'56" East for a distance of 510.36 feet to a ½ inch rebar;

Thence South 67°16'05" East for a distance of 658.28 feet to a ½ inch rebar;

Thence South 00°00'21" East for a distance of 245.50 feet to a ½ inch rebar;

Thence South 89°25'27" West for a distance of 1033.00 feet, more or less, to a point
on the West line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence Northerly along the West line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ for a distance of 999.53 feet,
more or less, to the POINT OF BEGINNING.

EXHIBIT B

Part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21 in Township 13 South, Range 25 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the Center $\frac{1}{4}$ Corner of Section 21 in T.13 S., R.25 E., B.M. said corner marked by a U.S. BLM aluminum pipe with cap on top; Thence South 89 degrees 26 minutes 32 seconds West along the north line of the SW $\frac{1}{4}$ for a distance of 380.60 feet; Thence South 69 degrees 09 minutes 52 seconds West for a distance of 1007.49 feet to the east line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ which shall be the Point of Beginning;

THENCE South 00 degrees 20 minutes 47 seconds East along the east line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 21.35 feet;
THENCE South 69 degrees 09 minutes 52 seconds West for a distance of 2.40 feet;
THENCE North 67 degrees 23 minutes 31 seconds West for a distance of 100.35 feet;
THENCE North 41 degrees 21 minutes 34 seconds West for a distance of 106.40 feet;
THENCE North 48 degrees 38 minutes 26 seconds East for a distance of 20.00 feet;
THENCE South 41 degrees 21 minutes 34 seconds East for a distance of 101.78 feet;
THENCE South 67 degrees 23 minutes 31 seconds East for a distance of 87.76 feet;
THENCE North 69 degrees 09 minutes 52 seconds East for a distance of 1.91 feet to the Point Of Beginning.

EXHIBIT C

Part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21 in Township 13 South, Range 25 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the Center $\frac{1}{4}$ Corner of Section 21 in T.13 S., R.25 E., B.M. said corner marked by a U.S. BLM aluminum pipe with cap on top which shall be the Point of Beginning;

THENCE South 00 degrees 23 minutes 15 seconds East along the east line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 20.00 feet;

THENCE South 89 degrees 26 minutes 32 seconds West for a distance of 376.97 feet;

THENCE South 69 degrees 09 minutes 52 seconds West for a distance of 1011.39 feet to the west line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$;

THENCE North 00 degrees 20 minutes 47 seconds West along said line for a distance of 21.35 feet;

THENCE North 69 degrees 09 minutes 52 seconds East for a distance of 1007.49 feet to the north line of the SW $\frac{1}{4}$;

THENCE North 89 degrees 26 minutes 32 seconds East along said line for a distance of 380.60 feet to the Point Of Beginning.

EXHIBIT D

Part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21 in Township 13 South, Range 25 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the Center $\frac{1}{4}$ Corner of Section 21 in T.13 S., R.25 E., B.M. said corner marked by a U.S. BLM aluminum pipe with cap on top which shall be the Point of Beginning;

THENCE North 89 degrees 24 minutes 49 seconds East along the north line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 1330.86 feet to a U.S. BLM aluminum pipe with cap on top at the Northeast Corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$;

THENCE South 00 degrees 19 minutes 01 seconds East along the east line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 20.00 feet;

THENCE South 89 degrees 24 minutes 49 seconds West for a distance of 1330.77 feet;

THENCE South 89 degrees 26 minutes 32 seconds West for a distance of 0.06 feet to the west line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$;

THENCE North 00 degrees 23 minutes 15 seconds West along said line for a distance of 20.00 feet to the Point Of Beginning.

EXHIBIT E

Part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21 in Township 13 South, Range 25 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the Center $\frac{1}{4}$ Corner of Section 21 in T.13 S., R.25 E., B.M. said corner marked by a U.S. BLM aluminum pipe with cap on top; Thence North 89 degrees 24 minutes 49 seconds East along the north line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 1330.86 feet to a U.S. BLM aluminum pipe with cap on top at the Northwest Corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ which shall be the Point of Beginning;

THENCE North 00 degrees 19 minutes 55 seconds West along the west line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of 318.01 feet to a $\frac{1}{2}$ " rebar;

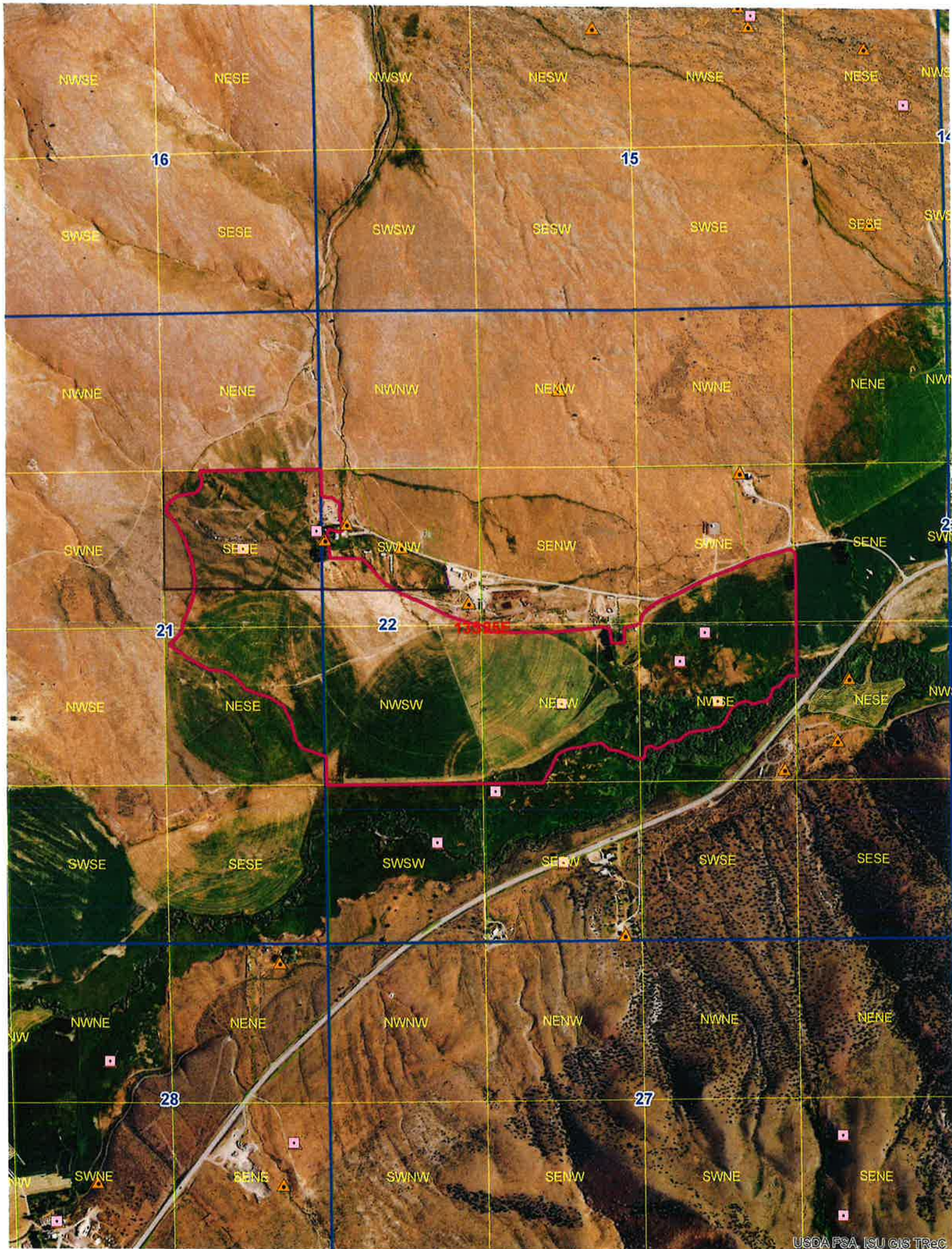
THENCE North 89 degrees 25 minutes 27 seconds East for a distance of 20.00 feet;

THENCE South 00 degrees 19 minutes 55 seconds East for a distance of 318.01 feet;

THENCE South 00 degrees 19 minutes 01 seconds East for a distance of 20.00 feet;

THENCE South 89 degrees 40 minutes 59 seconds West for a distance of 20.00 feet to the west line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$;

THENCE North 00 degrees 19 minutes 01 seconds West along said line for a distance of 20.00 feet to the Point Of Beginning.



** Needs Split*

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

2/19/2019

Water Right 43-12947 *Lm*

Owner Type **Name and Address**

Current Owner CLAIR TEETER
1355 E 1750 S
MALTA, ID 83342
(208) 638-5522

Original Owner AUDREY DURFEE
705 E 18TH LN
BURLEY, ID 83318
(208) 678-7481

12948 360
12949
12950 Lm
12951
** all name of teeter*
** all Loughmiller property*

Priority Date: 7/15/1881

Basis: Decreed

Status: Active

Wm List

- part Teeter
- part Lmiller

Source

CONNOR CREEK

Tributary

BLACKSMITH CREEK

Beneficial Use

IRRIGATION

From

04/01

To

10/31

Diversion Rate

1.170 CFS

Volume

Total Diversion

1.170 CFS

Source and Point(s) of Diversion

CONNOR CREEK

SWSWNW

Sec. 15, Twp 13S, Rge 25E, CASSIA County

Place Of Use

IRRIGATION within CASSIA County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13S	25E	21				34.0									16.0				50.0
13S	25E	22			12.0				10.0		34.0	40.0				24.0			120.0

Right Acre Limit: 70.0

POU Total Acres: 170.0

Conditions of Approval:

1. E56 USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 185 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS. 43-2531, 43-10618, 43-12947, 43-12948, 43-12949, 43-12950, AND 43-12951.
2. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
3. K06 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 70 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

2/19/2019

Comments:

Dates and Other Information

Decreed Date: 6/28/2002
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: 43C
Mitigation Plan: False

Combined Use Limits

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
		185.0
43-2531 ,43-10618 ,43-12947 ,43-12948 ,43-12949 ,43-12950 ,43-12951		

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Summary	3/14/2001		3/14/2001	kchrste	Closed

SubCase:

N/A

Water Supply Bank:

N/A



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 • Email: southerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

May 21, 2020

Loughmiller Inc.
1577 E 1740 S
Malta, ID 83342

Gentlemen:

Please find enclosed a Notice of Change of Water Right Ownership that you submitted to the Idaho Department of Water Resources. The notice is being returned because it cannot be processed for the following reasons:

- No fee was included with the notice.
- No conveyance documents, such as deeds, were included. Note that easement agreements are not considered conveyance documents.

The notice includes some notes that identify seven water rights that are appurtenant to land west of Conner. According to Cassia County tax lot data it appears that Loughmiller Inc and Clair Teeter each own portions of the lands where these rights are appurtenant. I assume that Loughmiller Inc. purchased their lands from Clair Teeter. The warranty deed(s) from this transaction will indicate how the seven water rights are to be divided between the parties.

If you have any questions, feel free to contact me at your convenience.

Sincerely,

Corey Skinner, PE
IDWR Southern Region Manager

Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5851

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

April 23, 2018

LOUGHMILLER INC
1577 E 1740 S
MALTA ID 83342

RE: Change of Ownership for Water Right No. 43-2531, 43-10618, 43-12947,
43-12948, 43-12949, 43-12950, and 43-12951

Dear Water User:

The Department has been notified that you may be the current owner of part the property to which the above water rights are appurtenant. In order for you to be listed as the current owner on the water right, please complete the enclosed Notice of Change in Water Right Ownership Form. Please completed it per the instructions, include the required fees and documentation and return everything to the Department. Once it is received, the changes will be made to our records and you will be sent confirmation that the change has been completed.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter. (208-736-3033)

Sincerely,

Carrie Hahn
Clerk

Enclosures